

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

In these Terms and Conditions the following words have the meanings shown:

„Business Day” means a day that is not a Saturday, Sunday or public holiday in Budapest, Hungary;

„Buyer” means the firm or company purchasing Products from Uscom;

„Contract” means any agreement between Uscom and the Buyer for the sale of Products, incorporating these Conditions;

„Health Authority” means the appropriate government regulatory health authority or agency, approval from which is required to distribute, market, promote, store or sell the Products in the Territory;

„Health Registrations” means the regulatory filings, approvals and consents required in the Territory that are approved by the appropriate Health Authority in the Territory which permits each Product to be lawfully distributed, marketed, promoted, stored or sold in the Territory.

„Intellectual Property” means all intellectual and industrial property rights of Uscom conferred by statute, at common law or in equity including patents, designs, copyright, Trade Marks, know how, brand names, domain names, inventions, product names, trade secrets, any other work or material which Uscom has developed or owns or which relates to the Products, and includes material in both written and electronic form, and any other rights subsisting in the results of intellectual effort in any field, (whether or not registered or capable of registration and including any right to apply for registration under a statute in respect of those or like rights);

„Personnel” means the employees, servants, directors, agents, consultants or other personnel of Uscom;

„Products” means Spirometry Products agreed to be supplied by, under or in relation to Contract;

„Purchase Order” means the Purchase Order placed by the Buyer with Uscom;

„Recall” means the recall of a Product in accordance with clause 10.

„Recalled Product” means the recall of a Product in accordance with clause 10.

„Trade Marks” mean any trade marks, logos or designs belonging to Uscom, whether registered or not;

„Uscom Europe Premises” means the seat of Uscom at HU 1119 Budapest, Boglárka u. 17. ;

„Uscom” means Uscom Kutató, Fejlesztő és Gyártó Korlátolt Felelősségű Társaság (Uscom Research, Development and Manufacturing Limited Company) registered by the Court of Registration of the Metropolitan Court (Hungary) under company registry number 01-09-339610;

„Warranty Period” means a period of maximum 12 months from the date the Products are made available to the Buyer at Uscom Europe Premises or at another location agreed upon by the Parties.

2. MAKING THE CONTRACT

2.1 The Buyer must provide all orders to Uscom by completing a Purchase Order and emailing it to Uscom at sales.eu@uscom.com.au.

2.2 Any written quotation, estimate and/or advertised price for the Product shall be an invitation to treat and no binding contract shall be created by placing a Purchase Order on Uscom’s website or otherwise until Uscom has sent an acknowledgement of Purchase Order to the Buyer, whereupon the Contract shall be formed. Any Purchase Order shall be accepted entirely at the discretion of Uscom.

2.3 Any quotation made by Uscom is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that Uscom has not previously withdrawn it.

2.4 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations (including any terms and conditions which the Buyer may purport to apply under any Purchase Order, confirmation of Purchase Order, specification or other document whatsoever and whenever).

2.5 These Conditions shall prevail unless expressly waived in writing and signed by a Director for and on behalf of Uscom.

3. DESCRIPTION OF THE PRODUCTS

3.1 The quantity, quality, description of and any specification for the Products shall be as set out in Uscom’s acknowledgement of Purchase Order.

3.2 All descriptive matter, specifications and advertising issued by Uscom and any descriptions, details or illustrations contained in Uscom’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea

of the Products described in them and they will not form part of the Contract unless otherwise agreed in writing.

3.3 Uscom reserves the right, without liability to the Buyer, to make any changes in the specification of the Products which are required to conform with any applicable national and/or EU laws, regulations and/or safety requirements or which do not materially affect the quality or performance of the Products.

3.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of Uscom shall be construed to vary in any way any of these Conditions under this Contract.

4. REGULATORY APPROVAL

4.1 Uscom provides the Buyer with copies of the Health Registrations in its possession which have been issued by the Health Authority responsible for granting approval for sale of the Products in the Territory.

5. PRICE

5.1 All prices are based on delivery Ex Works Budapest, Uscom European Premises as defined under Incoterms 2020.

5.2 The Price is exclusive of shipping costs, onward shipping costs, charges, fees, insurance costs and any other costs. All prices for the Products are exclusive of value added tax, other similar taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.

5.3 Uscom shall invoice the Buyer for the price of the Products in HUF, Euros or US Dollars.

5.4 Uscom has the right to invoice the Buyer for the costs of any packaging, transportation of the Products or any additional costs resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by Uscom that the Products are awaiting collection. Any such additional costs shall be invoiced by Uscom in HUF, Euros or US Dollars.

6. ADDITIONAL COSTS

6.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Products which are directly or indirectly incurred by Uscom through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer.

6.2 Without prejudice to any other rights and remedies which Uscom may have, if the Products are submitted to Uscom or its agent for repair, Uscom shall have a general lien on the Products in respect of all debts owed by the Buyer to Uscom (including the costs of the repair), and if the Products are not collected and paid for by the Buyer within 1 months of the Buyer being informed that the Products are ready for collection, the Buyer agrees that Uscom shall be entitled after

14 working days' notice to the Buyer to dispose of the Products as Uscom thinks fit.

7. TERMS OF PAYMENT

7.1 Unless agreed otherwise in writing by Uscom, all payments due under any Contract shall be in the currency stipulated in the invoice and must be paid by the Buyer in advance by bank transfer (TT) against Factory Acceptance Test (FAT).

7.2 Uscom will issue a proforma invoice for payment. The amount on the proforma invoice is subject to the Purchase Order. Payment is to be made to a bank account designated by Uscom. The Buyer is responsible for any international transfer bank fees.

7.3 The Buyer must pay to Uscom before Uscom will ship (deliver) any Products.

7.4 If the Buyer fails to make a payment in accordance with clause 7.2 and 7.3, Uscom may, at its sole discretion, not accept any further Purchase Orders.

7.5 The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court Purchase Order requiring an amount equal to such deduction to be paid by Uscom to the Buyer. Uscom may set off any claim of any kind whatsoever which the Buyer may have against Uscom under the Contract or any other contract or otherwise howsoever against any sum which would otherwise be due from the Buyer to Uscom under the Contract or any other contract otherwise howsoever.

7.6 Notwithstanding any other provision all payments payable to Uscom under the Contract shall become due immediately upon termination of the Contract for whatever reason.

7.7 If the Products are delivered in instalments, Uscom shall be entitled to invoice each and payment shall be due in accordance with Condition 7.3 above in respect of each invoice.

8 DELIVERY AND ACCEPTANCE OF PRODUCTS

8.1 Delivery of the Products shall take place at Uscom Europe Premises.

8.2 The period for delivery shall be calculated from the date of the Contract or the date of receipt of all necessary information to enable Uscom to manufacture the Products or the payment of the invoice, whichever shall be the later.

8.3 All times or dates given for delivery of the Products are intended to be estimates only and time for delivery shall not be of the essence. Uscom shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by Uscom's negligence).

8.4 If for any reason the Buyer does not accept delivery of the Products in accordance with Condition 7.6, or Uscom is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licenses or

authorizations then the Products will be deemed to have been delivered, risk passing to the Buyer (including for loss or damages caused by Uscom's negligence) and Uscom may at its sole discretion:

8.4.1 store the Products until actual delivery and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof; or

8.4.2 sell the Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Buyer for any shortfall below the Contract price.

8.5 Uscom shall have the right to make delivery by instalments of such quantities of the Products and at such intervals as it may decide. Any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept further deliveries thereof.

8.6 Without prejudice to the warranties in Condition 11 below, the Buyer will be deemed to have accepted the Products as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of or damage to the Products occurring post delivery or for any claim that the Products are not in accordance with the Contract will attach to unless:

8.6.1 within 7 days after the Buyer has taken delivery of the Products the Buyer has notified Uscom in writing of any defect of other failure of the Products to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Products within 7 days); or

8.6.2 the Buyer notifies Uscom in writing of any defect or other failure of the Products to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within 7 days of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Products and Uscom shall have no liability and the Buyer shall be bound to pay the Contract price as if the Products has been delivered in accordance with the Contract.

8.7 In all cases where defects or shortages are complained of, Uscom shall be afforded an opportunity to inspect the Products (including when relevant by the Products being returned to Uscom at the Buyer's cost) before any use is made thereof or any alteration is made thereto by the Buyer.

9 RETURNS AND CANCELLATIONS

9.1 Subject to Condition 8.6 above, Products supplied pursuant to the Contract cannot be returned without Uscom's prior written authorization. Duly authorized returns:

9.1.1 shall be sent to Uscom's premises at the Buyer's expense;

9.1.2 may be subject to a handling charge of EUR 250 or 20% of the value of the Products, whichever amount is the greater; and

9.1.3 must be in the same condition as originally supplied to the Buyer.

9.2 The Buyer may not cancel an Purchase Order of the Products that involve special requirements of the Buyer once the Purchase Order has been inputted onto Uscom's Purchase Ordering system, without the prior written consent of Uscom and then only on terms stipulated by Uscom in writing.

10 PRODUCT RECALL

10.1. Circumstances which may necessitate the recall of a Product include if any Product has a defect which will or may cause injury to any person. The Buyer must keep a record of the location of the Products purchased and must supply this information to Uscom on Uscom's request in the event the Products are Recalled or in response to a request by a Health Authority or any other regulatory compliance request.

10.2. If Uscom determines a Recall is necessary, the Buyer must act in accordance with the directions of Uscom as to the Recall procedure.

10.3. All costs of and incidental to the Recall and transporting the Recalled Products and for disposing of or destroying any Recalled Products, are to be paid for by Uscom.

11 PASSING OF TITLE AND RISK

11.1 The Products are at the risk of the Buyer from the time Uscom informs the Buyer that the Products have been delivered EX Works Budapest and are placed at the disposal of the Buyer.

11.2 The Buyer's right to possession of the Products shall terminate immediately upon the occurrence of any of the events specified in Condition 16.1 below.

11.3 Uscom shall be entitled to recover payment for the Products notwithstanding that title of any of the Products has not passed from Uscom to the Buyer.

11.4 On termination of the Contract, howsoever caused, Uscom's (but not the Buyer's) rights contained in this Condition shall remain in effect. Uscom's rights and remedies set out in this Condition 10 are in addition to and shall not in any way prejudice, limit or restrict any of Uscom's other rights or remedies under the Contract or in law.

12 WARRANTIES

12.1 Where Products are supplied with the benefit of a specific written warranty set out in another document produced by Uscom, such warranty shall apply instead of the warranty set out in Condition 11.2 below. The warranty in Condition 11.2 shall only apply where no such specific warranty is supplied in relation to the Products. The exclusions in Condition 11.3 shall apply to every such specific warranty.

12.2 If the Buyer establishes to Uscom's reasonable satisfaction within 12 months of the date of delivery of the Products that there is a defect in the materials or workmanship of the Products or the Products are supplied not in accordance with the Contract then Uscom shall at its option, at its sole discretion and within a reasonable time:

12.2.1 repair or make good such defect or failure in such Products free of charge to the Buyer (including all costs of

transportation of any Products or materials to and from the Buyer for that purpose); or

12.2.2 replace such Products with Products which are in all respects in accordance with the Contract or re-perform such Services; or

12.2.3 issue a credit note to the Buyer in respect of the whole or part of the Contract price or such Products having taken back such Products. Subject in every case to the other provisions of this Condition 11 provided that the liability of Uscom under this Condition 11 shall in no event exceed the purchase price of such Products or services and performance of any one of the above options shall constitute an entire discharge of Uscom's liability under this warranty.

12.3 Uscom shall not be liable for breach of the warranty at Condition 11.2 above or any other warranty, guarantee or condition:

12.3.1 arising from any defect in Products arising from any specification supplied by the Buyer; or

12.3.2 arising from any acts, omissions negligence or default of the Buyer or arising from willful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or

application, abnormal use or use under abnormal conditions; or

12.3.3 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Buyer by Uscom; or

12.3.4 arising from incorporation, alteration, modification or conversion of the Products with any other Products, products or systems outside the intended purpose of the Products, or as a result of non-compatibility of the Products with any other Products, products or systems or use of consumables, components or spare parts other than those manufactured by Uscom without Uscom's prior written approval; or

12.3.6 unless any claim by the Buyer which is based on any defect in the quality or condition of the Products or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Buyer) be notified to Uscom within 7 days after the Buyer discovers or ought to have discovered the defect or failure; or

12.3.7 unless Uscom is given a reasonable opportunity of examining such and the Buyer (if asked to do so by Uscom) returns such Products or materials relating to the Services to Uscom's place of business for the examination to take place there.

12.4 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by statute, common law, custom usage or otherwise are excluded to the fullest extent permitted by law.

13 BUYER'S RESPONSIBILITY

13.1 The selection of the Products suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other

circumstances of the proposed application of the Products known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to Uscom on which information or recommendations

made by Uscom are based is correct and that any assumptions made by Uscom to supplement that data are suitable for the Buyer's purposes.

13.2 Any advice, representation or recommendation given by Uscom to the Buyer as to the Products, their fitting or use, or as to the incorporation or compatibility of the Products with other Products, is therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Buyer must rely on its own judgement and if necessary seek expert advice in relation to the following:

13.2.1 the suitability and compatibility of the Products for the intended use;

13.2.2 the training necessary for the Buyer and its employees;

13.2.3 the required level of ongoing maintenance for the Products; and

13.2.4 the adequacy of the premises in which the Products are to be used.

13.3 The Buyer acknowledges that it is responsible for ensuring:

13.3.1 store, handle, use, construct, maintain, and repair the Products at all times in accordance with good practice and in accordance with the Products' method statements and data sheets, as

well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by Uscom;

13.3.3 in connection with the hiring of the Products or the Products being otherwise used by third parties, that the Products are supplied in the original packaging including all method statements, data sheets, labelling and warnings as are supplied with the Products by Uscom;

13.3.4 comply at all times with all health and all other relevant legislation in respect of the Products

and their usage.

14. LIMITATION OF LIABILITY

14.1 The Buyer agrees that the provisions of Conditions 12 (Warranties) and this Condition 14 which set out the entire financial liability of Uscom to the Buyer and the exclusive remedies of the Buyer against Uscom in respect of:

14.1.1 any breach of these Conditions;

14.1.2 any use made by the Buyer of any of the Products; and

14.1.3 any representation (unless fraudulent), statement or tortious act or omission including negligence and breach of statutory duty arising under or in connection with the Contract

or in relation to any other matter or thing whatsoever under or in relation to the Contract.

14.2 Uscom shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect), loss of business,

14.3 Uscom shall not be liable for any indirect, special or consequential loss or damage howsoever arising.

14.4 Notwithstanding any other provision contained in these Conditions, Uscom does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:

14.4.1 arises out of the fraud or fraudulent misrepresentation of Uscom; or

14.4.2 is in respect of death or personal injury caused by negligence of Uscom; or

14.4.3 cannot legally be excluded or limited; or

14.5 Subject to Conditions 14.1 - 14.4 (inclusive) above the total aggregate liability of Uscom arising out of or in connection with performance or contemplated performance of the Contract whether for negligence or breach of contract or any case whatsoever shall in no event exceed one hundred per cent (100%) of the price paid or payable by the Buyer under the Contract.

15 BUYER'S INDEMNITY

15.1 The Buyer shall be liable for and indemnifies Uscom and shall keep Uscom indemnified in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs (including legal costs), charges, expenses or other loss suffered by Uscom arising:

15.1.1 under the statutes and regulations prevailing in the country of use or

15.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Buyer; and/or

15.1.3 in respect of any infringement or alleged infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by Uscom with the Buyer's instructions whether express or implied.

15.2 Where Products supplied by Uscom are used by a third party (including the Buyer's employees, agents, contractors) in a manner not previously agreed in writing by Uscom to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) Condition 4.12.3, Uscom shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Buyer or any third party arising directly or indirectly from or in respect of such Products or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Buyer shall indemnify and keep indemnified Uscom from and against all such costs, loss, damage, liability or expenses suffered or incurred by Uscom

as a result of any claim or demand in respect thereof by any third party.

16 TERMINATION

16.1 Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, Uscom may immediately suspend performance of the Contract, cancel any outstanding delivery of Products, stop any Products in transit or by notice in writing to the Buyer terminate the Contract without liability to Uscom in the event that:

16.1.1 the Buyer fails to pay any sum payable under the Contract, or any other agreement between the Buyer and Uscom within 7 days of its due date; or

16.1.2 the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or

16.1.9 the Buyer becomes bankrupt, or initiates proceedings to become bankrupt, or has a bankruptcy petition issued against him, or makes or offers to make any voluntary

arrangements with creditors; or

17 INTELLECTUAL PROPERTY

17.1 Any intellectual property created by Uscom in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Products or the provision of the Services shall remain the property of Uscom. Nothing in these Conditions shall be deemed to have given the Buyer a license or any other right to use any of the Intellectual property of Uscom.

17.2 All logos, trade name or trademarks ('Marks') owned or used by Uscom in the course of its business are the property of Uscom. Uscom reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or

any similar Marks without the prior written permission of Uscom.

18 FORCE MAJEURE

18.1 Uscom shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Products arising from circumstances outside Uscom's reasonable control. including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labor disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

18.2 Should Uscom be prevented from delivering the Products or supplying the Services in the circumstances at Condition 18.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Products delivered.

19 WAIVER

19.1 The waiver by Uscom of any right or the failure by Uscom to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

20 SEVERABILITY

20.1 Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case any of these conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.

21 ASSIGNMENT

21.1 The Buyer shall not assign, charge, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of Uscom. Uscom may at any time subcontract, transfer, mortgage, charge or deal with in any manner any or all of its rights and under the Contract to any third party.

22 NOTICES

22.1 Any notice required to be served under the Contract shall be served on Uscom at its registered seat and on the Buyer at the address notified to Uscom in its registration application by personal delivery, first class post, registered air mail or by email. The Buyer is responsible for notifying Uscom in writing of any change of address, email address from those in the Buyer's registration application.

22.2 Any such notice shall be deemed to have been served:

22.2.1 in the case of a destination in Hungary on the fifth Business Day after the date of posting;

22.2.2 in the case of a destination outside Hungary, or where the notice is posted outside Hungary. on the ninth Business Day after the date of posting;

22.2.3 in the case of service by email, when the email is available to read in the recipient's inbox; and

22.2.4 in the case of personal delivery on delivery provided delivery is between 9am and 5pm on a Business Day.

23 ENTIRE AGREEMENT

23.1 The Contract sets out the entire agreement and understanding between the Buyer and Uscom in connection with the sale of Products and shall supersede and replace all

documentation previously issued by Uscom purporting to set out its terms and conditions of sale of Products.

The Buyer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Buyer been given any warranty, statement, promise or representation by Uscom or on its behalf other than as expressly set out in the Contract. The Buyer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.

24 LAW & JURISDICTION

24.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of Hungary and of the European Union. In case of discrepancy the manufacturing locations's law prevails, including the Medical Device Directives MDD 93/41 EEC .

24.2. All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of Hungarian courts having jurisdiction in the case, to which the parties irrevocably submit.