

EMEA General Terms of Purchase

Version dated March 2025

Part A**Parties and Structure****1. Parties**

These EMEA General Terms of Purchase ("**Terms**") shall apply to all orders or contracts for the procurement of goods (including software and data) and services by Olympus Europa Holding SE and its subordinated Affiliates (the respective entity "**Olympus**") from a supplier ("**Partner**", Olympus and Partner each "**Party**" and collectively "**Parties**").

2. Structure / Order of Precedence / Applicability / General Definitions

2.1. These Terms consist of two parts:

2.1.1. "**Part A**" which contains the general provisions for the purchase of goods and/or services;

2.1.2. "**Part B**" which contains country specific provisions with respect to the legal entity contracting on Olympus' side.

2.2. In case of conflicting provisions the following hierarchy shall apply:

2.2.1. Part B of these Terms;

2.2.2. Part A of these Terms.

2.3. In the event that Olympus provides a translated version of these Terms in any other language, this English version of the Terms shall prevail over the translation unless explicitly agreed otherwise by the Parties.

2.4. These Terms shall apply exclusively. Different, conflicting or supplementary general terms and conditions and/or other terms provided by Partner shall not apply, irrespective of whether or not they were expressly rejected by Olympus. Only these Terms shall also apply should Olympus render or accept performance without reservation in full knowledge of the conflicting or deviating terms of Partner.

2.5. These Terms shall also apply to future orders and agreements between Partner and Olympus in case of an ongoing business relationship.

2.6. Individual agreements entered into between Olympus and Partner in individual cases (including more specific Written agreements, such as provisions stipulated in the Order by Olympus or framework agreements) shall take precedence. Subject to counterevidence, a Written agreement or a Written confirmation by Olympus shall be relevant for the content of such agreements.

2.7. "**Affiliate**" means any entity Controlling, Controlled by or under common Control of a Party, while "**Control**" and any derivative terms mean direct or indirect ownership or control of more than 50 % of the voting interests of an entity.

2.8. "**Business Days**" means Monday to Friday excluding public holidays at the business address of Olympus.

2.9. "**Writing**" or "**Written**" means any form of simple written communication that is legible and identifies the name of the person making the declaration, a signature is not necessary. A Written communication can be made on a durable medium, such as an email, fax, or letter.

Orders**3. Orders**

3.1. Partner shall be deemed to have accepted an order placed by Olympus ("**Order**") , either by confirmation in Writing or by any other conduct of Partner which Olympus reasonably considers is consistent with acceptance of the Order within the time period set by Olympus (an accepted Order, "**Agreement**").

EMEA General Terms of Purchase

Version dated March 2025

- 3.2. Unless the Order includes an express commitment period, Olympus shall abide by it for a period of two (2) weeks following the date of the Order. The time of receipt of the order confirmation or of the delivery by Olympus shall be relevant for the timely acceptance of the Order. A delayed order confirmation, or an order confirmation amending the original Order, shall be considered a new offer, requiring acceptance by Olympus.
- 3.3. Orders shall be binding only if made in Writing. Verbal Orders or changes to an Order shall be binding only if confirmed by Olympus in Writing. This form requirement may be waived only in Writing.
- 3.4. If Olympus informed Partner about the intended purpose of the goods or services, Partner shall be obliged to inform Olympus promptly if an ordered good or service is not suited to fulfil this purpose. In this case Olympus shall be entitled to withdraw the Order or – if the Order has already been accepted – rescind from or terminate the Agreement without liability.
- 3.5. Partner shall conduct correspondence associated with an Order only with the department of Olympus that placed the Order by specifying the order number, the item, the order date and other order indicators.

Term**4. Term and Termination**

- 4.1. If the Agreement contains a continuing obligation of Partner to provide goods or services, the following provisions apply.
- 4.2. If a fixed term has been agreed, neither Party may terminate the Agreement for the duration of the fixed term for convenience. Unless stipulated otherwise, the Agreement shall automatically cease at the end of the fixed term without the need of a separate termination.
- 4.3. If no fixed term has been agreed or if a fixed term has expired and the Agreement has been prolonged to an indefinite term on the basis of a corresponding agreement, the Agreement can be terminated by Olympus with one (1) month's prior notice and by Partner with six (6) months' prior notice, in each case with effect at the end of a month.
- 4.4. Either Party has the right to terminate the Agreement for good cause in accordance with the statutory provisions. A good cause is in particular deemed given:
 - 4.4.1. in the event of a material infringement of Section 14 (Confidentiality), Section 15 (Compliance), Section 16 (Sanctions, Export Control, Customs), Section 17 (Data Protection) or Section 18 (Quality Assurance Standards) by the other Party;
 - 4.4.2. in the event of an occurrence or imminent onset of a material deterioration in Partner's creditworthiness, jeopardizing the performance of its obligations towards Olympus (termination right for Olympus only);
 - 4.4.3. in the event of the complete or partial permanent termination of Partner's business activities (termination right for Olympus only);
 - 4.4.4. in the event of a permanent Change of Control over Partner, that interferes with Olympus' legitimate interests (e.g. in case of a transfer of ownership or control to a competitor of Olympus) (termination right for Olympus only);
 - 4.4.5. in the event any consent, license or authorization held by Partner is revoked or modified such that Partner is no longer able to comply with its obligations under the Agreement (termination right for Olympus only);
 - 4.4.6. in the event Partner stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so or is unable to pay its debts as they fall due or is deemed insolvent (termination right for Olympus only).
- 4.5. To become effective a termination has to be received by the other Party. Any termination must be declared in Writing.

EMEA General Terms of Purchase

Version dated March 2025

Performance and Delivery**5. Timings / Delay / Non-Performance**

- 5.1. Deadlines and due dates stipulated in the Agreement as well as later agreed delivery dates are binding unless expressly stated otherwise.
- 5.2. The timeliness of a delivery shall be determined based upon the receipt at the agreed place of delivery.
- 5.3. If a good or service cannot be provided in time, Partner will promptly inform Olympus and propose measures to mitigate the delay. Despite such information Partner shall remain fully liable for the respective late delivery.
- 5.4. Early or partly provision of goods and services shall be permissible only with prior approval of Olympus in Writing. In the event of an early or partly provision without approval, Olympus may refuse to accept performance and shall in any case be entitled to withhold payment – in case of an early provision – until the agreed time or – in case of a partly provision – until Partner has fully performed.
- 5.5. If Partner fails to perform, or fails to perform within time, Olympus shall be entitled to (i) rescind from or terminate the Agreement, and/or (ii) claim liquidated damages caused by default in the amount of one (1) % of the net Charges per completed calendar week, but not more than five (5) % of the net Charges of the goods delivered or services rendered late and/or (iii) recover from Partner all costs and losses resulting to Olympus from the failure in performance or delivery, including the amount of which the price payable by Olympus to acquire those goods or services from another supplier exceeds the Charges payable under the Agreement and any loss of profit. Further claims and rights by Olympus shall remain unaffected.

6. Delivery of Goods

- 6.1. Delivery of goods shall be at Partner's expense and risk to the shipping address specified in the Order (DAP Incoterms 2020).
- 6.2. For goods involving installation or assembly or any kind of acceptance by Olympus, the provisions in Section 7 (Deliverables) shall apply accordingly.
- 6.3. Even if shipping has been arranged by Olympus, the risk shall pass to Olympus not until the goods or services were provided to Olympus at the arranged place of destination. If a place of destination is not specified, delivery shall be made to the place of business of Olympus.
- 6.4. Partner shall package and label delivered goods as required by law and customary in trade. Upon request, Partner shall be obliged to take back and properly dispose the packaging material at no additional cost.
- 6.5. A dispatch note must be sent to Olympus via e-mail no later than upon dispatch. Partner shall enclose a delivery note with the delivery item by specifying the date (issue and shipping), the content of the shipment (product description, item number and number of items) as well as specify the order information within the meaning of Section 3.5. If the delivery note is missing or incomplete, Olympus shall not be responsible for any resulting delays in payment; the payment or discount periods stated in Section 13.3 shall be extended by the time of the delay.
- 6.6. It is referred to Partner's obligations set out in Section 16 (Sanctions, Export Control, Customs).

7. Deliverables

- 7.1. If Partner provides (i) individually created, designed or manufactured goods, (ii) work products of services or (iii) if the Parties have agreed that the provision of a good or a service shall be subject to the acceptance of Olympus (together "**Deliverables**") the following provisions shall apply. Unless expressly stated otherwise in these Terms, the terms goods and services include the associated Deliverables.
- 7.2. Payment of Charges that are attributable to a Deliverable may be withheld until the Deliverable to which the Charge relates has been accepted by Olympus. The transfer of risk shall not pass to Olympus before acceptance.

EMEA General Terms of Purchase

Version dated March 2025

- 7.3. Partner will notify Olympus in Writing with an adequate lead time, but no less than ten (10) Business Days, if a Deliverable is ready for acceptance testing. Olympus will have the opportunity to inspect and test each Deliverable within at least fifteen (15) Business Days as of the day of delivery. Olympus will declare acceptance in Writing if the Deliverable substantially conforms to the Agreement. If Olympus justifiably refuses acceptance, Partner will be in default.
- 7.4. Deliverables will be only eligible for partial acceptance if expressly stipulated in the applicable Order. Partial acceptance will not prejudice final acceptance concerning the orderly operation of all partial Deliverables in combination.

8. Documentation / Spare Parts

- 8.1. Partner shall be obliged to make available to Olympus at no additional cost all documentation and information required for use of the goods and services, including information with respect to assembly, operation, product changes, maintenance and (in case of the provision of medical devices only) in-country registration activities.
- 8.2. For delivered goods and Deliverables Partner undertakes to supply spare parts for the duration of the estimated technical use, for at least another ten (10) years following delivery at reasonable prices and pursuant to the terms of the respective underlying Order.
- 8.3. If Partner discontinues the delivery of spare parts after the end of the aforementioned time period, Partner shall promptly inform Olympus and give Olympus the opportunity to place a final order. Such notification shall be made at least six (6) months before the latest possible time for placing orders.

Warranties, Remedies and Liability

9. Warranties / Indemnification / Insurance

- 9.1. Unless explicitly agreed otherwise in the Agreement, Partner warrants the following:
 - 9.1.1. Goods and services are provided in a timely and professional manner.
 - 9.1.2. Goods and services are free of defects in quality or title and they conform with the contractually agreed-upon properties or – insofar as no specific properties have been contractually agreed – with good industry practice and are suitable for their common purpose. If Olympus has notified requirements of its customers to Partner prior to the Order, these requirements shall, unless proven otherwise, be deemed contractually agreed-upon properties.
 - 9.1.3. Goods and services correspond to samples or specimen, if such samples or patterns were provided to Olympus prior to the Order.
 - 9.1.4. Services are provided by well qualified and adequately supervised personnel. Partner shall comply with any applicable laws and regulations regarding the employment of its personnel, including those pertaining to minimum wages, work permits, immigration, customs or foreign payment. Should the personnel of Partner access a site of Olympus, they shall comply with any protocols, codes of conduct or procedures and any health and safety requirements, building access and physical security policies notified by Olympus.
 - 9.1.5. Goods have been packaged and stored in accordance with good industry practice and manufacturer's instructions and are delivered with clear assembly, installation or use instructions.
 - 9.1.6. Goods and services conform to applicable national or international law, regulations and recognized standards, including professional standards, standards of technology, statutory and official safety and environmental protection regulations, in each case as currently valid at the time of performance.
 - 9.1.7. Goods and services rendered by Partner under or in connection with this Agreement do not infringe any third-party Intellectual Property.
 - 9.1.8. Goods and services are delivered with all rights and licenses required for Olympus to make full use and these rights and licenses shall remain valid and in place for a period of use usual for the respective good or service. All rights and licenses shall include the right of Olympus to transfer the respective right or license or grant sublicenses to Olympus' Affiliates.

EMEA General Terms of Purchase

Version dated March 2025

- 9.1.9. Goods and services do not include open-source software.
- 9.2. The warranties set out in Section 9.1 are not exhaustive and shall not exclude any warranties individually agreed in the Agreement, warranties applicable by law, Partner's standard warranties or other rights or warranties which Olympus may be entitled to.
- 9.3. Olympus' acceptance of presented samples or patterns may not be deemed as to constitute a waiver of warranty claims.
- 9.4. Partner will indemnify, defend and hold harmless Olympus, Olympus' Affiliates and Olympus' directors and employees from and against any and all claims, costs and damages (including reasonable attorneys' fees and expenses) asserted by third parties or incurred on Olympus' side as a result of (i) any culpable breach of the Agreement by Partner, (ii) any actual or alleged infringement of a third party's Intellectual Property attributable to the acts or omissions of Partner, or (iii) an incident for which Partner is jointly liable under applicable product liability law. The scope of indemnification includes, in particular, any claims, costs and damages arising from any recall, field safety notice or other field safety corrective action issued by Olympus or an Olympus' Affiliate as manufacturer of medical devices.
- 9.5. Partner will, at its own expense, take out liability and other insurance coverage in accordance with the practices in its industry and maintain coverage for as long as obligations under or in connection with the Agreement might exist. The insurance coverage shall include product liability claims and be reasonably adequate in terms of the scope of cover and in terms of the insurance limits. Unless agreed otherwise, insurance coverage shall amount to at least EUR 5 million (or the equivalent in local currency) per personal injury or property damage claim. On Olympus request Partner will submit to Olympus a certificate of insurance.

10. Non-Conformity / Subsequent Fulfilment / Damages

- 10.1. If Partner breaches a warranty or other obligation under this Agreement, Olympus shall be entitled to all rights and claims in accordance with the statutory provisions, including the right to claim damages, unless specified otherwise below.
- 10.2. In particular, if a good or a Deliverable does not conform with the requirements specified in the Agreement, especially the respective warranties stipulated in Section 9.1, Partner will, at Olympus' discretion, deliver a new good or a new Deliverable or remedy the defect (each a "**Subsequent Fulfilment**"). Deliverables have to be resubmitted for acceptance in accordance with Section 7 (Deliverables).
- 10.3. All costs incurred in connection with the examination and Subsequent Fulfilment (including possible disassembly and reassembly costs as well as cost of an expert to determine the cause) shall be borne by Partner. Olympus may demand advance payment from Partner for expenses incurred by Olympus in the course of Subsequent Fulfilment which are to be reimbursed by Partner. In case of an unjustified demand for Subsequent Fulfilment Olympus may only be held liable if Olympus recognized or had been grossly negligent in failing to recognize that there was no defect.
- 10.4. Olympus is entitled to the statutory rights of recourse for defects without limitation. Claims by Olympus for supplier recourse shall also apply if the defective goods or Deliverables have been further processed by Olympus or another company, e.g. by installation in another product.
- 10.5. Any statutory obligation of Olympus to inspect and to give notice of defects shall be subject to the following:
 - 10.5.1. Olympus' duty to inspect shall be limited to defects that become obvious through external examination during the incoming goods inspection including inspection of the delivery documents as well as during Olympus' quality control using sampling.
 - 10.5.2. If an acceptance has been agreed upon, the duty to inspect shall not apply.
 - 10.5.3. Olympus shall notify Partner of any noticeable defects without undue delay after the passing of the risk, provided that a notification within ten (10) Business Days shall be sufficient in any case.
 - 10.5.4. Olympus shall notify Partner of any defects that were not noticeable at that time, but were detected later without undue delay after detection, provided that a notification within ten (10) Business Days after detection shall be sufficient in any case.

EMEA General Terms of Purchase

Version dated March 2025

- 10.6. Once Partner receives a notification of defects from Olympus, the timely limitation of claims in connection with the defect shall be suspended. In case of replacement of goods or Deliverables and rectification of defects the warranty period for replaced and rectified parts shall restart as of that time unless Olympus had to assume based on behavior of Partner that Partner did not want to assume any obligation to undertake such measure but made replacement delivery or rectification based only on good-will or for similar reasons.
- 10.7. Olympus has no obligation to accept re-delivery or repair of a good or a Deliverable more than once.
- 10.8. If Partner fails to meet its duty to Subsequent Fulfilment within a reasonable time, Olympus may, without prejudice to any other right or remedy available to Olympus under the Agreement or at law, at its sole discretion:
 - 10.8.1. remove or have the defect removed and demand reimbursement from Partner of the expenses required in this regard, including, if requested, an advance payment for the expenses; Partner will be promptly notified of such self-help, if possible before the self-help is carried out; the right to self-help shall not exist if Partner would be entitled to refuse the relevant Subsequent Fulfilment in accordance with the statutory provisions;
 - 10.8.2. declare to reduce the Charges in the ratio of the actual value to the value of the good or the Deliverable in a defect-free condition; or
 - 10.8.3. declare to rescind from the Agreement or terminate the Agreement.
- 10.9. The rights set out in Section 10.8.1, 10.8.2 and Section 10.8.3 may only be exercised after a reasonable deadline set by Olympus has expired. If Subsequent Fulfilment by Partner has failed or is otherwise unreasonable on part of Olympus (e.g. in case of special urgency, operating safety hazard or imminent occurrence of disproportionate damages) the setting of a deadline is obsolete; Olympus shall inform Partner (if possible, in advance) of such circumstances.
- 10.10. The right of Olympus to claim damages in accordance with the statutory provisions remains unaffected.
- 10.11. Unless the statutory regulations provide for a longer limitation period, the limitation period for claims in connection with non-conformity, Subsequent Fulfilment or other damages shall be twenty-four (24) months from the passing of risk. Insofar as acceptance has been agreed to, the limitation period shall begin with the acceptance.
- 10.12. In the case of goods with digital elements or other digital content, Partner shall be responsible for providing and updating the digital content in accordance with the agreed quality or other product descriptions of Partner or the manufacturer or on their behalf, in particular on the Internet, in advertising or on the good's label.

11. Liability of Olympus

- 11.1. Olympus will be liable without limitation only (a) for injury to life, body and health, (b) for willful misconduct or gross negligence, (c) for fraudulent misrepresentation, (d) for a breach of an explicit guarantee given by Olympus, or (e) under strict product liability laws.
- 11.2. Otherwise, Olympus' liability for damages caused by simple negligence is limited to damages arising from the breach of material contractual obligations, the fulfilment of which is prerequisite to the proper execution of the Agreement and in the observance of which Partner regularly trusts and is entitled to trust; in this case, however, liability shall be limited to the typical foreseeable damage. In the remainder, the liability of Olympus (whether in contract, tort, or otherwise) is excluded.
- 11.3. The foregoing exclusions and limitations of liability apply to the same extent in favor of Olympus' legal representatives, employees, Affiliates, subcontractors and agents.

Charges, Invoicing**12. Charges**

- 12.1. "**Charges**" means any price, fees, charges or other remuneration obligations of Olympus arising out of the Agreement, including any expenses, disbursements, surcharges or advance

EMEA General Terms of Purchase

Version dated March 2025

payments. Charges are to be understood DAP Incoterms 2020, including delivery, packaging and taxes with the exception of any value-added tax or other applicable sales tax and, if no other currency is stated in the Order, in the respective national currency at the registered office of the legal entity contracting on Olympus' side. If legally required, taxes will be separately specified on the invoice.

- 12.2. All Charges shall be considered a fixed charge unless specified otherwise. All goods and services including any essential preliminary and ancillary goods or services are covered by this fixed charge and therefore have to be provided in their entirety, even if the initially anticipated effort is exceeded. If Partner provides goods or services beyond the aforementioned scope, Partner may only demand additional Charges if (i) Partner notified that the additional goods or services to be provided would go beyond the aforementioned scope before the provision of the respective goods or services and (ii) the Parties have concluded a Written agreement on the additional Charges.
- 12.3. If Partner reduces his list prices between the Order and the delivery to Olympus, Olympus shall be entitled to request that Charges arranged between Olympus and Partner be adjusted in the same proportion as the difference between the list price applicable at the time of the placing of the Order and the list price applicable at the time of delivery to Olympus. This only applies, however, if the agreed Charges were not expressly agreed as fixed charges and if there are more than four (4) months between the placing of the Order and delivery.

13. Invoicing / Payment

- 13.1. Unless agreed otherwise in the Order, the following provisions shall apply.
- 13.2. Invoices will be submitted electronically in an industry-standard format specified by Olympus to the address specified in the Order.
- 13.3. Olympus will pay the Charges within thirty (30) days after receipt of the goods or services (or after acceptance if such is agreed) and a corresponding orderly invoice. If payment is made within fourteen (14) days after receipt of the invoice, a cash discount of three (3) % will be deducted from the invoice amount.
- 13.4. In the event an invoice does not comply with the conditions outlined in this Section 13, the obligation of Olympus to pay on the invoice shall be suspended until a corrected invoice has been submitted and received.
- 13.5. To the extent that the Charges are calculated on a time and material basis, the corresponding invoices must be accompanied by records enabling Olympus to verify the correctness of the invoice in such format as Olympus may reasonably require. All records require Olympus's Written approval prior to issuing invoices. Olympus will approve or object to records within a period of ten (10) Business Days after receipt of the records and demand for approval.
- 13.6. Invoices shall correspond to the Order in phrasing, sequence of the text and Charges and include the information stated in Section 3.5. Duplicates of invoices shall be labelled as such.
- 13.7. Olympus shall not owe any interest solely because a payment is due. If Olympus is in default with a payment and a statutory interest rate applies, this interest rate shall by no means exceed ten (10) % of the amount in default per year.
- 13.8. Olympus shall be entitled to set off a claim Partner has against Olympus with any claims of Olympus and/or any Affiliate of Olympus. Olympus shall be entitled to set off a claim Olympus has against Partner with any claims Partner has against Olympus and/or an Affiliate of Olympus.

EMEA General Terms of Purchase

Version dated March 2025

Confidentiality**14. Confidentiality**

- 14.1. **"Confidential Information"** means information that one Party (or an Affiliate) discloses to the other Party (or an Affiliate) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances.
- 14.1.1. Confidential Information includes, without limitation: (i) all information concerning the past, present and future business affairs of a Party, its Affiliates and other third parties, including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (ii) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property; (iii) all designs, specifications, documentation, components, computer programs, software, source codes, object codes, (machine learning) algorithms, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; and (iv) that portion of all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.
- 14.1.2. Confidential Information does not include information that (i) at the time of disclosure is, or thereafter becomes, generally available to the public through no fault of the recipient; (ii) is rightfully given to the recipient by a third party without breaching confidentiality obligations; (iii) was known by or in the possession of the recipient before being disclosed; or (iv) was or is independently developed by the recipient or its Affiliates, without reference to or use of, in whole or in part, any of the other Party's Confidential Information.
- 14.2. The disclosure of Confidential Information from Olympus to Partner is only for the purpose of the fulfilment and performance of the Agreement. Partner will neither disclose to any person any Confidential Information Partner receives or becomes aware of whilst executing the Agreement nor use such Confidential Information for purposes other than those agreed in the Agreement. Partner undertakes to secure the Confidential Information against unauthorized access by third parties by using adequate confidentiality measures.
- 14.3. Partner agrees to make Confidential Information only available to its employees, agents, professional advisors and/or Subcontractors who are directly involved in the performance of the Agreement and need to know the Confidential Information for this purpose, provided that such persons are contractually bound to confidentiality obligations at least as strict as stipulated in this Section 14.
- 14.4. If Partner becomes aware of a suspected or actual breach of the obligations hereunder, misuse or unauthorized disclosure of Olympus' Confidential Information, Partner will inform Olympus without undue delay.
- 14.5. Partner may disclose Confidential Information under a legal or regulatory obligation. Partner will inform Olympus thereof in Writing in advance (to the extent legally possible and practicable) and use all reasonable efforts to minimize the scope of the disclosure. Partner will comply with Olympus' reasonable requests opposing disclosure of its Confidential Information.
- 14.6. The recipient bears the burden of proof for the provisions in Section 14.1 and Section 14.4.
- 14.7. If Partner culpably violates the obligations arising from this Section 14, Partner will pay a contractual penalty to Olympus in an appropriate amount, whereby Olympus determines the amount at its reasonable discretion and the appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute. The right to claim further damages remains reserved.
- 14.8. Partner will not advertise or otherwise commercially use the name or trademark "Olympus", or publicly refer to an existing or prior contractual relationship with Olympus, without prior approval from Olympus in Writing.

EMEA General Terms of Purchase

Version dated March 2025

Compliance, Governance and Quality**15. Compliance**

- 15.1. Notwithstanding any further specific standards and rules specified in the Agreement, Partner will comply with all laws, regulations, rules, orders, standards, guidelines and codes of conduct applicable to the performance of the Agreement (including without limitation, regulatory guidelines, industry and technical standards, professional rules as well as anti-corruption, anti-bribery, antitrust, labor laws).
- 15.2. The laws and regulations to be observed by Partner include in particular: Directive 2002/95/EC (RoHS), Regulation EU/1907/2006 (REACH), Directive 2008/98/EC (WHD/ SCIP), Regulation EU/2019/1021 (POP), Regulation EU/2023/115 (EUDR) the California Safe Drinking Water and Toxic Enforcement Act of 1986 (CP65), or any other law and regulation covering the use of material of nano materials, animal origin, natural rubber and latex, conflict minerals, Perfluorooctanoic acid, Phthalates or Battery transport requirements, in each case as currently valid at the time of performance and Partner will fulfil any measures based on such and will provide evidence in this regard upon request of Olympus.
- 15.3. If Partner provides medical devices to Olympus, Partner shall in particular observe Regulation EU 2017/745 (EUMDR) and ensure that Olympus is able to fulfil all requirements in its position being an importer or distributor under that regulation. Partner shall further ensure that the medical devices are notified in all relevant regulatory databases in the distribution territory of Olympus and its Affiliates.
- 15.4. If Olympus requires assistance or cooperation of Partner to ensure its compliance with applicable laws, regulations, rules, orders, standards, or guidelines, Partner shall, upon request, provide such assistance or cooperation to the extent reasonably necessary. This shall include, but is not limited to, the provision of information required for Olympus to fulfill applicable reporting or disclosure obligations.
- 15.5. Partner will comply with Olympus' mandatory policies, including the „Olympus Global Third Party Code“ (accessible at https://www.olympus-global.com/csr/governance/third_party_global), the “Olympus Group Green Procurement Standard” (accessible at <https://www.olympus-global.com/csr/environment/involvement/?page=csr>) and the United Nations Global Compact (accessible at <http://www.unglobalcompact.org>), each as amended from time to time.

16. Sanctions / Export Control / Customs

- 16.1. Partner acknowledges that the goods and services delivered or provided to Olympus under the Agreement may include technology, software and other components which may be subject to export control and sanction laws and regulations. Partner represents and warrants that it is in compliance with, and will continue to abide by, all such applicable laws and regulations and that it has appropriate policies, procedures, resources, and personnel in place to ensure its compliance with the above requirements.
- 16.2. If Partner becomes identified on any blocked, denied, entity or debarred persons lists or other governments' lists or otherwise subject to export control and sanctions law restrictions, Olympus may rescind from or terminate the Agreement immediately without prior notice. Olympus shall be excused from performance of any obligation under the Agreement if such performance is prohibited by applicable export control and sanctions laws and regulations, including Olympus' inability to procure a necessary government authorization.
- 16.3. Upon the request of Olympus, Partner shall provide Olympus with reasonable assistance in order to comply with any and all import or export laws and regulations applicable to Olympus' import, export, reexport or transfer of goods and services. Partner shall provide the necessary information and documentation, which includes applicable export control classification numbers, customs classification numbers, information regarding the country of non-preferential origin, license exceptions and supporting documentation, as well as copies or other written evidence of relevant consents, licenses or authorizations obtained or applied for and any other information or documentation in that regard as may be reasonably requested by Olympus. Partner shall immediately notify Olympus of any changes to such classifications, country of origin, licenses, documentation, consents or authorizations.

EMEA General Terms of Purchase

Version dated March 2025

- 16.4. Partner will fully assist Olympus in any government inquiry or audit related to sanctions, customs, import and export laws or regulations in connection with the Agreement.

17. Data Protection

- 17.1. Partner undertakes to comply with the applicable data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and/or national data protection laws, when providing the goods and services. Without prejudice to the other provisions set out in Sections 15 (Compliance) and this Section 17, Partner is responsible for the lawful handling of personal data provided to him by Olympus.
- 17.2. Insofar as Partner processes personal data on behalf of Olympus as a processor, Partner shall notify Olympus and enter into a Data Processing Agreement (“DPA”) with Olympus. The contractual terms of the DPA will be provided by Olympus. Partner may not engage in the processing of personal data on behalf of Olympus before the DPA has been entered into.
- 17.3. Insofar as Partner and Olympus process personal data jointly as joint controllers, the Parties shall enter into a joint control agreement as provided by Olympus. The Parties shall not engage in joint processing of personal data before the joint control agreement has been entered into.
- 17.4. If the Parties have concluded or will conclude a DPA or a joint control agreement, the provisions of such agreement shall prevail over these Terms.

18. Quality Assurance Standards

- 18.1. Partner must carry out its quality assurance measures in a way that ensures that its goods and services in particular comply with the specifications determined by Olympus and every good and service is provided in the agreed quality, at the agreed time, at the agreed place and in the agreed format. To ensure such quality of its goods and services Partner has to maintain an effective quality assurance system and apply adequate procedures to further develop its quality assurance system pursuant to ISO 9001 and (in case of the provision of medical devices only) ISO 13485.
- 18.2. If Olympus notifies Partner of an identified or suspected non-conformity with quality standards (including defects of goods and services), Partner undertakes to respond to such notification within two (2) Business Days with an initial response (confirmation of receipt; confirmation that root cause analysis has been initiated; and immediate actions) and submit a follow-up report within ten (10) Business Days (including, but not limited to 8D method; traceability records for the affected goods and services, preliminary report and, where appropriate, improvement measures).
- 18.3. Notwithstanding Section 21.2, should Partner intend to fully or partially commission work to Subcontractors, the following terms must be observed: (i) prior information of and approval by Olympus; (ii) quality assurance system of Partner secures that Subcontractors are inspected on a regular basis; (iii) Partner must include jointly accepted Subcontractors in its quality management system and is fully liable for Subcontractors' quality and all consequences resulting therefrom. If any of the foregoing is not complied with, Olympus reserves its right to fully or partially rescind from or terminate the Agreement or deny the acceptance of goods and services.
- 18.4. If Partner finds an increase of deviations between the actual and the agreed quality of any good or service (quality deteriorations), Partner will immediately inform Olympus thereof and about any intended countermeasures. Prior to changes of manufacturing processes, materials or supply parts of the good or service, the moving of production sites, further, prior to changes of processes or installations to test the good or service or of other quality assurance measures, Partner will comprehensively inform Olympus in due time so that Olympus is able to investigate whether these changes may have negative effects. Should this be the case or if such risk is evidently imminent, Olympus may fully or partially rescind from or terminate the Agreement.
- 18.5. In addition to the audit rights set out in Section 19 (Audit), Partner grants Olympus within the scope of a trusting cooperation the right to inspect at any time through an employee the relevant production sites and offices in order to control compliance with quality assurance measures and the requirements (if applicable) of medical devices and product liability law with regard to the goods and services. Olympus may demand the same from Partner for the notified body, which

EMEA General Terms of Purchase

Version dated March 2025

is entitled to inspect and/or audit suppliers within the scope of the conformity assessment procedure, as well as for every other competent authority, if there is a pertinent cause.

- 18.6. Partner shall ensure by way of marking of the goods or Deliverables and other adequate measures that in case of a deficiency of a good or Deliverable Partner may immediately determine which other goods or Deliverables may be affected. Olympus shall be informed of such labelling system to enable Olympus to carry out its own investigations, if necessary.
- 18.7. If the Parties have concluded or will conclude a separate Quality Assurance Agreement, the provisions of such agreement shall prevail over these Terms.

19. Audit

- 19.1. Partner will keep accurate books of account and records showing all enquiries, quotations, transactions, proceedings and compliance requirements relating to the Agreement ("**Books and Records**"). Olympus has at least once per year, however, not more than four times a year, upon reasonable prior notice in Writing, the right to perform itself or retain an independent certified public accountant or other independent third party auditor suitable for the corresponding audit object ("**Third Party Auditor**") to perform audits and inspections of
- 19.1.1. Partner's compliance with the agreed accounting mechanism;
- 19.1.2. Partner's compliance with its obligations as set out in Section 15 (Compliance);
- 19.1.3. Partner's compliance with its obligations as set out in Section 16 (Sanctions / Export Control / Customs);
- 19.1.4. Partner's compliance with its obligations as set out in Section 17 (Data Protection).
- 19.2. If requested by Partner, an audit may only be performed by a Third Party Auditor and not by Olympus itself.
- 19.3. For the audit of Partner's compliance with quality requirements it is referred to Section 18.5.
- 19.4. Partner will, at its own expense, provide Olympus or the Third Party Auditor with all reasonable assistance and access to relevant Books and Records in order to enable Olympus or the Third Party Auditor to initiate, carry out and complete any audit contemplated in this Section 19. Olympus or the Third Party Auditor will only conduct audits during the regular business hours of Partner's place of business and will take all reasonable steps to ensure that an audit does not unreasonably interfere with Partner's business operations.
- 19.5. Olympus ensures that all personnel engaged in an audit as well as any Third Party Auditor is obliged to maintain confidentiality regarding the Books and Records and any information related to the audit. The Parties ensure that the audit will be conducted in compliance with all applicable statutory provisions, in particular all applicable data protection laws. Either Party ensures that Partner's Confidential Information is adequately protected and only relevant information will be disclosed during the audit.
- 19.6. If the audit reveals a material breach of Partner's contractual obligations, Partner will reimburse Olympus for all reasonable costs and expenses incurred in connection with the audit (including but not limited to professional fees and expenses of a Third Party Auditor). This reimbursement shall be without prejudice to any other rights or remedies available to Olympus under this Agreement or statutory law.

Intellectual Property

20. Intellectual Property

- 20.1. The following Definitions shall apply:
- 20.1.1. "**Intellectual Property**" means patents, petty patents, utility models, trademarks, design rights, applications for any of the foregoing, copyright, moral rights, database rights, semi-conductor topography rights, trade or business names, domain names, website addresses, any other intellectual property right (including any know-how, trade secret, trade right, formula, computer program, software, (machine-learning) algorithm, source code, object code, conditional or proprietary report or information, marketing data or data right), whether registrable or otherwise,

EMEA General Terms of Purchase

Version dated March 2025

including applications for and the right to apply for registration of any such rights, and any similar rights in any country, whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions.

- 20.1.2. **"Background IP"** means Intellectual Property owned by a Party prior to the Date of the Order.
- 20.1.3. **"Foreground IP"** means Intellectual Property created in connection with Partner's performance of the Agreement.
- 20.1.4. **"Materials"** means all documents, tools, plans, samples, drawings, descriptions, data and files provided to Partner by Olympus for the purpose of the Agreement.
- 20.2. Any Foreground IP will be the sole property of Olympus. Partner hereby assigns in advance to Olympus all Foreground IP relating to any services (including Deliverables) that may arise in the performance of the Agreement. Olympus accepts the assignment. If by operation of law an assignment of the Foreground IP is not possible, Partner hereby grants to Olympus an irrevocable, perpetual, exclusive, sub-licensable, transferable, royalty-free license to use, modify, commercialize and exploit in any manner such Foreground IP. The license is unrestricted in region, time and content and free of third party rights. The license includes the right to copy, display, send, distribute, share, rent, lease, sell, store, archive, make publicly accessible, and broadcast the Foreground IP any media now known or hereinafter devised. Partner waives its right to be named as the author of the Foreground IP.
- 20.3. Olympus has the worldwide right to register the Foreground IP, including the right to apply for patent protection, in its own name and at its own expense. Partner will cooperate with Olympus, provide all necessary declarations and execute all documents necessary to enable Olympus to register the Foreground IP and/or apply for patent protection. Olympus will bear any costs for the maintenance of the registered rights. Partner will not challenge, directly or indirectly, Olympus's rights in the Foreground IP.
- 20.4. Partner will notify Olympus of the inventions made in the context of the Agreement. Partner will bear the inventor remuneration (if any).
- 20.5. Either Party remains owner of its Background IP. Partner grants to Olympus a royalty-free, non-exclusive, transferable, perpetual right to use the Background IP to the extent required for the use and exploitation of the goods and services (including Deliverables) as contemplated in the Agreement. Partner will notify Olympus at Olympus' request, if the goods and services, including parts thereof or methods for their production, are protected as Intellectual Property by specifying the registration or application number and the respective register.
- 20.6. All Materials remain property of Olympus. Olympus grants Partner a non-exclusive right to use the Materials solely to the extent required for the purpose of the Agreement. Partner will take adequate measures to protect the Materials against destruction, loss and alteration. Partner will return the Materials to Olympus as soon as these are no longer required for the performance of the Agreement.
- 20.7. Partner will ensure by appropriate agreements with Subcontractors that Partner can transfer the rights to the work results created in execution of the Agreement to Olympus and that the respective Subcontractor waives the assertion of moral rights.

Miscellaneous**21. Miscellaneous****21.1. Force Majeure.**

- 21.1.1. **"Force Majeure Event"** means any event which hinders, delays or prevents a Party in performing any of its obligations under the Agreement which is beyond the control of, and without the fault or negligence of, such Party, including but not limited to war; riot; civil unrest; military action; terrorism; act of God; pandemics; fires; insurrections; embargoes; industrial action, strike or lock-out (other than in respect of a Party's own or its subcontractor's employees); or the exercise of emergency powers by any governmental authority (as applicable, whether national, regional or local).
- 21.1.2. Neither Party shall be liable for any delay in performing, or for failure to perform, its obligations under the Agreement if the delay or failure results from a Force Majeure Event. If the period of

EMEA General Terms of Purchase

Version dated March 2025

delay or non-performance continues for a period of or exceeding two months, the Party not affected may terminate the Agreement immediately by written notice to the affected Party. During the period of any Force Majeure Event which prevents the Party from providing goods and/or services, the applicable Charges will be suspended.

- 21.2. **Subcontractors.** Subject to Olympus' prior approval in Writing, Partner may use its Affiliates or third parties ("**Subcontractors**") to perform its obligations under the Agreement. Olympus' approval of a specific Subcontractor will not be deemed approval of any other Subcontractors. Partner shall ensure that Subcontractors comply with these Terms. Partner remains fully responsible to Olympus for the performance or non-performance of its Subcontractors. Olympus may require Partner to replace any Subcontractor immediately but not later than thirty (30) Business Days of Olympus' notice in Writing for failure to perform or failure to meet Olympus' quality standards. It is referred to Section 18.2 regarding the use of Subcontractors for assuring quality standards.
- 21.3. **Survival.** The obligations as set out in Section 9.4 (Indemnification), Section 11 (Liability of Olympus), Section 14 (Confidentiality), Section 15 (Compliance), Section 17 (Data Protection), Section 18 (Quality Assurance Standards), Section 19 (Audit) and Section 20 (Intellectual Property) will apply for a period of five (5) years after the end of the Agreement. It is referred to the longer period under Section 8.2 (Spare Parts).
- 21.4. **Assignment.** Partner may not assign nor transfer the Agreement or its rights and duties under the Agreement to third parties without Olympus' prior consent in Writing. This does not apply to monetary claims. Olympus may assign and transfer the Agreement and its rights and duties under the Agreement to Affiliates without Partner's prior consent.
- 21.5. **Rights of Retention and Set-Off.** Partner may only exercise rights of retention or set-off a claim of Olympus with his own claims insofar as they are undisputed or have been legally established or are based on the same contractual relationship.
- 21.6. **Change of Control.** Partner will inform Olympus immediately in Writing of (i) any change of Control of Partner, and (ii) any change in its organization or method of doing business that might affect the performance of Partner's obligations under the Agreement.
- 21.7. **Dispute.** The Parties shall settle any dispute or claim arising in connection to the Agreement through good faith negotiations in order to dissolve such conflict.

EMEA General Terms of Purchase

Version dated March 2025

Part B**1. Austria**

- 1.1. The following provisions shall apply if the Order has been placed by
 - Olympus Austria Gesellschaft m.b.H. or
 - any other Affiliate on Olympus' side with registered office in Austria.
- 1.2. The Agreement is governed by and construed in accordance with the laws of Austria without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 1.3. The courts of Vienna have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

2. Belgium

- 2.1. The following provisions shall apply if the Order has been placed by
 - Olympus Belgium SA/NV or
 - any other Affiliate on Olympus' side with registered office in Belgium.
- 2.2. The Agreement is governed by and construed in accordance with the laws of Belgium without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 2.3. The courts of Antwerp have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

3. Czech

- 3.1. The following provisions shall apply if the Order has been placed by
 - Olympus Medical Products Czech spol. s.r.o.,
 - Olympus Czech Grozp, s.r.o. člen koncernu or
 - any other Affiliate on Olympus' side with registered office in Czech.
- 3.2. The Agreement is governed by and construed in accordance with the laws of Czech Republic without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 3.3. The courts of Prague have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

4. Denmark

- 4.1. The following provisions shall apply if the Order has been placed by
 - Olympus Danmark A/S or
 - any other Affiliate on Olympus' side with registered office in Denmark.
- 4.2. The Agreement is governed by and construed in accordance with the laws of Denmark without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 4.3. Any dispute arising out of or in connection with the Agreement including its validity shall be settled exclusively and finally by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration with venue in Copenhagen.

EMEA General Terms of Purchase

Version dated March 2025

5. England and Wales

- 5.1. The following provisions shall apply if the Order has been placed by
- Olympus KeyMed Group Ltd.,
 - KeyMed (Medical & Industrial Equipment) Ltd.,
 - Olympus KeyMed International Ltd.,
 - ODIN MEDICAL LIMITED,
 - Algram Group Ltd., or
 - any other Affiliate on Olympus' side with registered office in the United Kingdom.
- 5.2. In Deviation from Part A Section 2.9 "**Writing**" or "**Written**" means (a) signatures in wet ink, or (b) electronic signatures which are generated by Adobe Sign, DocuSign, or similar e-signature services and meet the requirements set forth under UK eIDAS Regulation. The transmission of a complete scan or PDF copy of the signed document by email or via the e-signature services used for generating electronic signatures is sufficient.
- 5.3. The laws and regulations Partner shall comply with in accordance with Part A Section 15.1 include the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017. The expressions "adequate procedures" and "associated with" in this Section 5.3 shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 5.3.1. Partner shall comply with applicable bribery laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
- a. all of Partner's personnel;
 - b. all others associated with it; and
 - c. all of its Subcontractors;
- involved in performing the Agreement so comply.
- 5.3.2. Without limitation to Section 5.3.1, Partner will not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf either in England and Wales or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 5.3.3. Partner undertakes, warrants and represents that:
- a. neither Partner nor any of its officers, employees, agents or Subcontractors
 - has committed an offence under the Modern Slavery Act 2015 ("**MSA Offence**"); or
 - has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; and
 - b. it shall comply with the Modern Slavery Act 2015.
- 5.3.4. Partner shall notify Olympus immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or Subcontractors have breached or potentially breached any of Partner's obligations under this Section 5.3. Such notice shall set out full details of the circumstances concerning the breach or potential breach of Partner's obligations.
- 5.3.5. Any breach of this Section 5.3 by Partner shall be deemed a material breach of the Agreement and shall entitle Olympus to rescind from or terminate the Agreement.
- 5.4. The Agreement is governed by and construed in accordance with the laws of England and Wales without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 5.5. The courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

EMEA General Terms of Purchase

Version dated March 2025

6. Estonia

- 6.1. The following provisions shall apply if the Order has been placed by
- Olympus Estonia OÜ or
 - any other Affiliate on Olympus' side with registered office in Estonia.
- 6.2. The Agreement is governed by and construed in accordance with the laws of Estonia without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 6.3. The courts of Tallin have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

7. Finland

- 7.1. The following provisions shall apply if the Order has been placed by
- Olympus Finland Oy or
 - any other Affiliate on Olympus' side with registered office in Finland.
- 7.2. The Agreement is governed by and construed in accordance with the laws of Finland without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 7.3. Any dispute arising out of or in connection with the Agreement including its validity shall be settled exclusively and finally by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce with venue in Helsinki.

8. France

- 8.1. The following provisions shall apply if the Order has been placed by
- Olympus France SAS or
 - any other Affiliate on Olympus' side with registered office in France.
- 8.2. The Agreement is governed by and construed in accordance with the laws of France without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 8.3. The courts of Paris have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

9. Germany

- 9.1. The following provisions shall apply if the Order has been placed by
- Olympus Europa Holding SE,
 - Olympus Europa SE & Co. KG,
 - Olympus EMEA Holding GmbH,
 - Olympus Europa Management SE,
 - Olympus Deutschland GmbH,
 - Olympus Winter & Ibe GmbH;
 - Olympus Winter & Ibe Properties GmbH & Co. KG or
 - any other Affiliate on Olympus' side with registered office in Germany.
- 9.2. Olympus Winter & Ibe GmbH ("**OWI**") is subject to the Supply Chain Due Diligence Act (*Lieferkettensorgfaltspflichtengesetz*). Thus, OWI has issued a Policy Statement on its human rights strategy (*Grundsatzerklärung*). This Policy Statement can be accessed at https://www.olympus-oste.eu/de/company/about_us/index.html#Sorgfaltspflichten. For Orders placed by OWI the following provisions shall apply additionally, in particular in addition to the Partner's obligations pursuant to Part A, Section 15.3:

EMEA General Terms of Purchase

Version dated March 2025

- 9.2.1. As part of OWI's human rights strategy and to fulfil its environmental due diligence obligations, OWI has introduced a complaints procedure where individuals can report potential human rights and environmental risks ("**Complaints Procedure**"). The Complaints Procedure can be accessed at https://www.olympus-oste.eu/media/en/company/dokumente/Olympus_Beschwerdeverfahrensordnung_DE_Version.pdf. Partner shall inform its employees and Subcontractors of the Complaints Procedure and ensure that an employee who makes use of the Complaints Procedure is not threatened with any retaliation as a result of the complaint.
- 9.2.2. Partner will not unlawfully obstruct OWI's risk analysis to identify any human rights or environment-related risks in Partner's business area under the Supply Chain Due Diligence Act. In particular, Partner will make reasonable efforts to complete any questionnaires provided by OWI as far as legally permitted.
- 9.2.3. In order to comply with its obligations under the Supply Chain Due Diligence Act, OWI can request Partner to open negotiations to modify the Agreement. Partner will not reject such request in bad faith. Partner and OWI will make a good faith effort to adjust the Agreement in a way that is appropriate to the duties of care under the Supply Chain Due Diligence Act, in particular by implementing specific measures to minimize or remedy any breach of or risk to the protected interests.
- 9.3. The Agreement is governed by and construed in accordance with the laws of Germany without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 9.4. The courts of Hamburg have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

10. Ireland

- 10.1. The following provisions shall apply if the Order has been placed by
- Olympus KeyMed (Ireland) Ltd. or
 - any other Affiliate on Olympus' side with registered office in the Republic of Ireland.
- 10.2. The Agreement is governed by and construed in accordance with the laws of Ireland without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 10.3. The courts of Ireland have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

11. Israel

- 11.1. The following provisions shall apply if the Order has been placed by
- Medi-Tate Ltd. or
 - any other Affiliate on Olympus' side with registered office in Israel.
- 11.2. The Agreement is governed by and construed in accordance with the laws of Germany without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 11.3. The courts of Hamburg have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

12. Italy

- 12.1. The following provisions shall apply if the Order has been placed by
- Olympus Italia S.r.l. or
 - any other Affiliate on Olympus' side with registered office in Italy.

EMEA General Terms of Purchase

Version dated March 2025

- 12.2. Part A, Section 13.3, Sentence 2 shall only apply if explicitly agreed in the Order.
- 12.3. The Agreement is governed by and construed in accordance with the laws of Italy without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 12.4. The courts of Milan have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

13. Netherlands

- 13.1. The following provisions shall apply if the Order has been placed by
- Olympus Nederland B.V.
 - Quest Photonic Devices B.V.,
 - Quest Innovations B.V.,
 - Quest Medical Imaging B.V.
 - any other Affiliate on Olympus' side with registered office in the Netherlands.
- 13.2. The Agreement is governed by and construed in accordance with the laws of Netherlands without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.3. The courts of Amsterdam have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

14. Norway

- 14.1. The following provisions shall apply if the Order has been placed by
- Olympus Norge AS or
 - any other Affiliate on Olympus' side with registered office in Norway.
- 14.2. The Agreement is governed by and construed in accordance with the laws of Norway without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 14.3. Any dispute arising out of or in connection with the Agreement including its validity shall be settled exclusively and finally by arbitration in accordance with the Rules of The Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce with venue in Oslo.

15. Poland

- 15.1. The following provisions shall apply if the Order has been placed by
- Olympus Polska sp. z o.o.,
 - Olympus Business Services sp. z o.o. or
 - any other Affiliate on Olympus' side with registered office in Poland.
- 15.2. The Agreement is governed by and construed in accordance with the laws of Poland without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 15.3. The courts of Warsaw have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

16. Portugal

- 16.1. The following provisions shall apply if the Order has been placed by
- Olympus Medical Products Portugal, Unipessoal LDA or
 - any other Affiliate on Olympus' side with registered office in Portugal.

EMEA General Terms of Purchase

Version dated March 2025

- 16.2. The payment term stipulated in Part A, Section 13.3 Sentence 1 shall be sixty (60) days after receipt of the goods or services (or after acceptance if such is agreed) and a corresponding orderly invoice.
- 16.3. The Agreement is governed by and construed in accordance with the laws of Portugal without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 16.4. The courts of Lisbon have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

17. Russia

- 17.1. The following provisions shall apply if the Order has been placed by
- Olympus Moscow LLC,
 - any other Affiliate on Olympus' side with registered office in Russia.
- 17.2. The Agreement is governed by and construed in accordance with the laws of Russia without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 17.3. The courts of Moscow have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

18. Saudi Arabia

- 18.1. The following provisions shall apply if the Order has been placed by
- Olympus Regional Headquarter LLC or
 - any other Affiliate on Olympus' side with registered office in the Kingdom of Saudi Arabia.
- 18.2. The Agreement is governed by and construed in accordance with the laws of Saudi Arabia without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.3. The courts of Riyadh have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

19. Spain

- 19.1. The following provisions shall apply if the Order has been placed by
- Olympus Iberia S.A.U. or
 - any other Affiliate on Olympus' side with registered office in Spain.
- 19.2. The payment term stipulated in Part A, Section 13.3 Sentence 1 shall be sixty (60) days after receipt of the goods or services (or after acceptance if such is agreed) and a corresponding orderly invoice.
- 19.3. The Agreement is governed by and construed in accordance with the laws of Spain without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 19.4. The courts of Barcelona have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

20. Sweden

- 20.1. The following provisions shall apply if the Order has been placed by
- Olympus Sverige AB or

EMEA General Terms of Purchase

Version dated March 2025

- any other Affiliate on Olympus' side with registered office in Sweden.
- 20.2. The Agreement is governed by and construed in accordance with the laws of Sweden without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 20.3. Any dispute arising out of or in connection with the Agreement including its validity shall be settled exclusively and finally by arbitration in accordance with the Arbitration Rules of the Stockholm Chamber of Commerce Arbitration Institute with venue in Stockholm.

21. Switzerland

- 21.1. The following provisions shall apply if the Order has been placed by
- Olympus Schweiz AG or
 - any other Affiliate on Olympus' side with registered office in Switzerland.
- 21.2. The Agreement is governed by and construed in accordance with the laws of Switzerland without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.3. The courts of Wallisellen have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.

22. United Arab Emirates and Middle East and Africa

- 22.1. The following provisions shall apply if the Order has been placed by
- Olympus MEA FZ-LLC or
 - any other Affiliate on Olympus' side with registered office in Middle East and Africa other than Israel or Saudi-Arabia.
- 22.2. The Agreement is governed by and construed in accordance with the laws of England and Wales without reference to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 22.3. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which rules are deemed to be incorporated by reference into the Agreement. The number of arbitrators shall be three. The seat of arbitration shall be Dubai. The language to be used in the arbitration shall be English.