

General Terms and Conditions

I. Introductory provisions

The present General Terms and Conditions (hereinafter referred to as “GTC”) regulate the legal relationship between Clinomics Europe Kft. (hereinafter referred to as “Ltd”, as the Seller) and the person(s) (hereinafter referred to as “Customer”, “Client” or as the “Buyer”) who contact the Seller.

The terms and conditions for ordering laboratory instruments and medical diagnostic devices (hereinafter referred to as “Products”) sold by the Ltd and selected by the Client are set out in the individual Order and Annex 1, i.e., the provisions of these GTC.

The GTC shall apply to all commercial transactions between the Ltd and the Client/Buyer. The Client/Buyer declares that he/she has read, understood, and accepted the provisions of these GTC and acknowledges that he/she is bound by them. The Ltd. reserves the right to amend the GTC without prior notice and without cause, with regard to which it is the responsibility of the Client to follow any amendment of the General Terms and Conditions.

Seller:

Name: Clinomics Europe Kft.

Registered office: H-1138 Budapest, Révész utca 19-21. fszt. 1b.

Mailing address: H-1138 Budapest, Révész utca 19-21. fszt. 1b.

Shop address: H-1082 Budapest, Futó utca 35-37.

Represented by: Changhoon CHAE

Company registration number: 01-09-386118

Court of registration: Company Registry Court of Budapest-Capital Regional Court

Tax number: 29301063-2-41

VAT registration number: HU29301063

Account-holding bank: OTP

Bank account number: 11736020-21458020

IBAN account number: HU90 1173 6020 2145 8020 0000 0000

E-mail address: office@clinomicseurope.com

Phone: [+36 30 8466 840](tel:+36308466840)

II. Definitions:

1. Seller/Ltd: Clinomics Europe Korlátolt Felelősségű Társaság.
2. Client/Customer/Buyer: the person who purchases a product on the basis of an individual Order.
3. Product: the group of goods that the Seller sells to the Buyer, in particular laboratory instruments, medical diagnostic instruments.

III. Quotation

The Seller declares that our quotation is valid for a period of 30 days from the date of communication, unless otherwise stated in relation to the relevant sale of the goods. The Seller furthermore reserves the right to withdraw an offer that is not yet effective or to modify the price of the product.

IV. Prices

The Seller declares that the prices of the Products are specified as net prices in euros and that, unless otherwise agreed by the Parties, the transport and packaging costs for the Products are indicated separately.

V. Terms of payment

Unless otherwise agreed, all deliveries and prices are DAP parity, packaging and delivery costs will be quoted separately by the Seller.

Unless otherwise agreed, the purchase price is payable within 15 days from the date of invoicing. In the event of late payment by the Client/Buyer, the Seller may charge default interest at the rate of the prevailing base rate of the central bank plus 8 percentage points.

VI. Delivery, delivery date

If the Client/Buyer falls in delay or deliberately breaches any other obligation to cooperate, the Seller reserves the right to claim damages or to charge for any additional costs incurred. The Seller also reserves the right to assert additional claims.

The risk of destruction of or damage to the products purchased (risk of damage) shall pass to the Client in the event of the performance of these Terms and Conditions when the Client is in default of receipt or payment.

If the Seller is unable to fulfil the obligations undertaken due to force majeure, i.e., an unforeseeable event beyond the Seller's control and beyond the Seller's responsibility (e.g., official measures or instructions (regardless of their validity), fire, flood, storm, explosion or other natural disaster, mobilisation, war), the time limit for performance of the obligations shall be extended by the duration of the delay caused by force majeure, provided that it can be proved that the said obstacles have had a significant impact on the execution, delivery or performance.

Consequently, the Seller will be exempt from liability if the breach of contract was caused by a circumstance beyond its control, unforeseeable at the time of the conclusion of the contract, and which it could not reasonably have been expected to avoid or to prevent.

This applies even if the circumstances cause a delay for one of the Seller's suppliers. The Seller shall also be exempted from its obligations if, through no fault of its own, the Seller does not receive the product of the quality and characteristics required for the contractual performance within the time limit.

VII. Liability, guarantee, warranty

1. Liability

The Buyer may not claim compensation for damages.

The Seller shall not be liable in any way if the delay in delivery or other problem is due to any inaccurate and/or incorrect information provided by the Buyer.

The Seller shall provide the Buyer with the instructions for use of the product distributed by the Seller within the limits of the law, however, if the Buyer inadvertently does not receive them with the product, he/she shall immediately notify the Buyer of this fact before using the product, and the Seller shall remedy the deficiency.

The Seller expressly disclaims any liability for damages resulting from the enforcement of a warranty claim: i.e., for loss of profit, sales or support, delay, or failure to achieve research results, or indirect damages resulting therefrom.

2. Guarantee

The Seller is a legal person registered in a Member State of the European Union (Hungary). The Seller's guarantee terms and conditions are set out in particular in these GTC. In this context, the Seller declares that the products delivered are free from defects in materials and workmanship. Under the following rules, the Seller undertakes a 1-year guarantee for the delivered products, if the product is defective or does not correspond to the description provided or if the product's characteristics differ from those published or presented before purchase.

The Seller and the Buyer may also agree on a guarantee period longer than the period specified above, any such period shall be deemed to be an additional guarantee period, and therefore only the criteria set out in the individual "Order" between the Parties shall be applicable to it (guarantee undertaken). The guarantee is non-transferable and only the Buyer is entitled to enforce it.

The Buyer must inspect the delivered/installed product immediately after delivery and report any defects to the Seller immediately in writing, but no later than five days after the defect occurs or is detected. Otherwise, the enforcement of claims for defects arising under the guarantee undertaken is excluded.

When reporting a defect, the product ID/manufacture number shall be provided. Defects may be reported at the e-mail address office@clinomicseurope.com, or on official working days in Hungary between 10:00 and 17:00 (Central European time) at the phone number [+36 30 8466 840](tel:+36308466840). When reporting a defect, the Buyer shall inform the Seller of the product defect. The Buyer/Client shall ensure that the Seller has the possibility to investigate the complaint, in particular, by making the parts and goods in their packaging available for inspection.

Above all, the Seller shall be given the opportunity to supplement performance within a reasonable period.

A defect is not covered by the guarantee if its cause emerged after the delivery of the product to the Buyer, for example if the defect is caused by i) improper installation, ii) improper use, failure to observe the instructions for use, iii) improper storage, improper handling, damaging, iv) natural disaster.

The Seller excludes liability for any product or component that:

- a. Has been subjected to unusual physical, thermal, or electrical stress during use or when not in use.
- b. Has been misused: negligence, improper use, or operation by the Buyer.
- c. If the product has been damaged due to improper use or storage. Exceptional events, including, but not limited to, computer viruses or other unauthorized interactions with devices that interfere with normal operations.
- d. The Buyer has failed to carry out preventive maintenance contrary to the Seller's recommendation. In order to ensure the proper functioning of the product, the Seller may require periodic maintenance. This includes any required activity that is not performed by the Buyer or any activity that is contrary to or not based on the Seller's instructions or does not follow the specification of the product or is inappropriate.
- e. In relation to which the Buyer fails to meet the notification deadline.
- f. If the Buyer fails to make (due) payment to the Seller.
- g. If the Buyer refuses to accept the delivered and installed product.

In the case of a defect covered by the guarantee, the Buyer may:

Primarily, at his/her option, require repair or replacement, unless the chosen guarantee claim is impossible to fulfil or would result in disproportionate additional costs for the Seller compared to the fulfilment of the other guarantee claim, taking into account the value of the product in its original condition, the seriousness of the breach of contract and the damage to the Buyer's interests caused by the fulfilment of the guarantee claim.

If the Seller has not undertaken to repair or replace the defective goods, cannot fulfil this obligation within a reasonable period of time, without prejudice to the interests of the Buyer, or if the Buyer's interest in repair or replacement has ceased, the Buyer may, at his/her option, request a proportionate reduction of the purchase price, repair the defect himself/herself or have it repaired by another party at the Seller's expense, or withdraw from the contract. No withdrawal is applicable due to any minor defect. If the Buyer makes a replacement claim within three working days of purchase (installation) due to a defect in the product, the Seller shall replace the product, provided that the defect prevents proper use.

Repair or replacement shall be carried out within a reasonable period, taking into account the characteristics of the product and the intended use expected by the Buyer, and without prejudice to the interests of the Buyer. The Seller shall be exempted from its guarantee obligation only if it proves that the cause of the defect arose after performance.

However, the Buyer may not assert a claim of warranty for material defects and a guarantee claim or a product warranty claim, and a guarantee claim for the same defect at the same time and in parallel.

However, the guarantee shall not affect the Client's/Buyer's warranty rights under the Civil Code. The Buyer shall be entitled to enforce these exclusively under the law of the Seller, i.e., Hungarian law, irrespective of the guarantee. The Seller warrants that the Product concerned is free and clear of all liens, claims and encumbrances. The Seller further undertakes that no third party shall have any rights in relation to the Product which would restrict or hinder the acquisition and undisturbed exercise of the Buyer's rights or jeopardise the provision of the Product to the Buyer/Client.

3. Warranty for material defects

In case of defective performance by the Seller, the Buyer may assert a warranty claim against the Seller for material defects. The right holder may enforce his or her warranty claims during the limitation period of 1 year from the date of receipt.

The Buyer may, at its option, request repairs or replacements, unless the fulfilment of the request chosen by the Buyer is impossible or would involve disproportionate additional costs for the Seller compared to the fulfilment of its other request. If repair or replacement was not or could not have been requested by the Buyer, the Buyer may request a proportionate reduction of the price or the Buyer may have the defect repaired or replaced at the Seller's expense or, in the last resort, may withdraw from the contract. No withdrawal is applicable due to any minor defect. The defect is deemed to be a minor one as long as it does not affect the intended use of the product, or the product can be repaired at the Seller's discretion.

The Buyer may switch from the selected warranty right for material defects to another one, but must bear the cost of the switch, unless it was justified, or the Seller gave a reason for it. The Buyer shall notify the Seller of the defect immediately after its discovery, but not later than two months after the discovery of the defect. If the Buyer asserts a warranty claim in respect of a part of the product that can be separated from the product in respect of the defect indicated, the warranty claim shall not be deemed to be asserted in respect of the other parts of the product.

4. Procedure in case of defective products, complaints

Claims for defective products may be asserted as set out in clause 2 of these GTC. If the Buyer places the order in the course of his/her commercial or professional activity, any claim for defects shall be time-barred within 1 year of receipt of the product.

The Seller requests an inspection on receipt of the purchased product and if the packaging is damaged, the Buyer shall report this to the supplier and at the same time request the taking of minutes. If the Buyer has a complaint about the quantity or quality of the goods, a complaint may be reported to the e-mail address office@clinomicseurope.com. The Seller's Supplier will return the product free of charge if the Seller has sent more than the quantity ordered. If the Seller has delivered fewer products, the Seller will contact the Buyer immediately after notification and have the ordered products delivered free of charge.

In the event of defects in material and workmanship or of faulty installation, the Seller may inspect the product concerned and check all operating and maintenance conditions in order to determine whether the product is indeed defective.

In doing so, the Buyer shall cooperate with the Seller and shall take all necessary measures to facilitate the investigation and fixing of the defect, including, but not limited to, disassembly and return to Seller of the components that are the subject of the complaint, in accordance with the applicable authorization procedures and appropriate instructions. In this case, the Buyer shall comply with the Seller's packaging and delivery instructions. Transport costs and delivery to the Seller's premises are the responsibility of the Buyer. Upon receipt of the returned component, the Seller will inspect them to decide whether they are in a defective or working condition and inform the Buyer of the results.

In the event of a justified complaint, the Seller will reimburse the transport costs from the original place of installation to the place of destination and the return way. If the notified defect is actually caused by the product or one of its components, the Seller shall reimburse the necessary costs of inspection of the product and the component(s) concerned, as well as the costs of further performance (fulfilment of the obligation of cooperation), including in particular transport,

infrastructure, labour, and material costs. The warranty does not cover the disassembly and removal of the defective product or product component, or the reinstallation of the defective component, if the Seller was not originally under an obligation to install it.

The Seller will return the repaired or replacement components after verifying that the returned component is indeed defective and, in principle, determining whether the Buyer was entitled to assert the warranty claim. In relation to the applicability of the guarantee/warranty, the Seller reserves the right to investigate the following: (i) Seller may request that Buyer certify that the product has been stored, maintained and operated in accordance with Seller's instructions, Buyer (ii) certifies that it has been stored in accordance with standard industry practice (iii) negligence of any person, failure to handle properly or accident may be excluded, and (iv) Buyer has paid all invoices or any other charges due to Seller in connection with the products.

The Seller is responsible for the delivery and installation of the replacement component or product if this was originally the Seller's responsibility. When sending replacement components, the Seller may instruct the Buyer to install the component if the Buyer has received appropriate training on installation and the information received is obvious to the user. The Buyer shall notify the Seller of the installation (obligation to inform).

5. Enforcement of rights, handling complaints

Administration of complaints

The Buyer/Client may submit any complaints regarding the product to the Ltd (H-1138 Budapest, Révész u. 19-21. fszt. 1b.). According to the laws in force, the Seller will immediately investigate and, if necessary, remedy any verbal complaint (by telephone), if the nature of the complaint so permits. The Seller shall examine and respond to the written complaint within thirty days of its receipt and shall ensure that the response is delivered to the Buyer/Client. If the complaint is rejected by the Seller, the Seller shall state the reasons for its position in its reply on the merits of the rejection.

VIII. Protection of intellectual property rights

The technology related to the Seller's products, as intellectual property of a technical nature, is protected by industrial property rights and is also protected by copyright. Accordingly, the transfer of the said technical work to third parties and the unauthorised use of the said technical work are prohibited without the Seller's written consent.

Effective date of these General Terms and Conditions: As from the confirmation of the order.