

General Terms and Conditions for Services in Respect of Medical Devices including in particular repairs, servicing measures, hotline, and testing of devices made by Olympus MEA FZ-LLC (in the following: Olympus).

General

- 1.1. Olympus' General Terms of Sales (accessible under <https://www.olympus-mea.com/>) shall apply in addition to these terms provided they do not differ from the present General Terms and Conditions for Services, with the exception of the exclusivity clause stated therein under Item 1.2, Sentence 1.
- 1.2. Services such as repairs, servicing, hotline, inspections and combinations of products are offered exclusively under the following conditions.
- 1.3. All agreements concluded between Olympus and the customer for the purposes of execution of this business are to be set down in writing in a contract. Any individual agreements (ancillary agreements, supplements, modifications) with the customer shall prevail in all cases. As regards the content of such agreements, a written contract and/or written confirmation from Olympus shall be decisive. With the exception of managing directors and authorized representatives, Olympus' employees shall not be entitled to enter into verbal agreements deviating here from. Transmission by facsimile shall be sufficient for the purpose of ensuring compliance with the written form; in all other respects, transmission by means of telecommunication, particularly by email, shall not be sufficient.)
- 1.4. Olympus does not recognize any conditions of the customer which are in conflict with or deviate from these conditions unless Olympus has expressly agreed to their validity in writing. These terms and conditions for services shall also apply should Olympus render services in full knowledge of modalities of the customer that conflict with or deviate from these agreements.
- 1.5. Olympus is subject to mandatory regulatory requirements in respect of the offered services. In so far as they concern certified procedures, conflicting instructions from the customer cannot be taken into consideration.
- 1.6. The customer is the distributor or the operator of the devices.

2. Cost Estimates

- 2.1. By submitting a device using the Olympus service form, the customer places a service order in accordance with Item 3 based on the statements the customer makes therein, i.e. an order to draw up a chargeable cost estimate and/or an order to repair the submitted device.
- 2.2. Partial disassembly is necessary in order to produce cost estimates. In the course of this partial disassembly, Olympus routinely, and within reasonable bounds, checks whether components made by other manufacturers have been built into the submitted devices that can discernibly affect the repair or use of the device. Olympus will notify the customer of any additional costs that may be incurred as a result of the inspection and request approval of such costs. Should the customer refuse a chargeable inspection, Olympus shall be released from any corresponding liability for any harmful or injurious effects caused by third-party components. Olympus reserves the right in general to refuse services in respect of devices containing built-in third-party components from other manufacturers.
- 2.3. Damage caused by third-party components is excluded from any liability for defects under the warranty.
- 2.4. All prices specified in the cost estimate are net prices plus Value Added Tax (VAT, where applicable).
- 2.5. The repair quotation submitted with the cost estimate shall expire at the date indicated.
- 2.6. If an order has been placed for services on the basis of a cost estimate and it subsequently becomes apparent that, due to further defects or malfunctions, the estimated service will not be sufficient to effect a repair, and the necessary additional services for this causes an increase in the sum indicated in the cost estimate of more than 10% (ten percent), the customer will be notified for the purpose of placing a new order. For increases of up to 10% (ten percent), Olympus shall assume that the provision of any additional services coincides with the customer's wishes, providing the possibility of an increase is indicated in the cost estimate.
- 2.7. Olympus will not draw up a cost estimate for devices for which spare parts are no longer supplied. In this case, the customer will receive a message to this effect and the device will be returned to the customer in accordance with Item 8.
- 2.8. If a non-disinfected medical device is sent in for repair and the disinfection has not been properly

recorded in the Olympus service form, the service information card has not been sent together with the endoscope or the disinfection has not been carried out in the customer accompanying letter in accordance with the contents of the Olympus service form, then Olympus shall reserve the right to charge the appropriate costs for the disinfection of the device.

2.9. Olympus makes an obligatory charge for drawing up a cost estimate. Olympus shall be entitled to demand remuneration equivalent to up to two hours of work at the current rate by a qualified service technician, but no more than USD 320 plus VAT (where applicable) and shipping costs.

2.10. If there is no final response to the cost estimate within a period of four weeks, the device will be returned to the customer unrepaired and at the customer's expense as per the further conditions stated in Item 6.

Repairs on EndoEye-Laparoscopes are carried out in accordance with the fixed prices given in the latest specifications of the "Olympus repair- and replacement program"(available via email at surgicalreparatur@olympus.de). The executed services in connection with the repair shall not be reflected individually on the invoice.

3. Realization of the Service Order

3.1. By approving the cost estimate, the customer is deemed to have placed a binding service order. There is no requirement for Olympus to make a separate declaration of acceptance of the placed service order. A chargeable cost estimate will be drawn up first in accordance with Item 2 for repair costs in excess of the aforementioned limits.

3.2. Without further indications taken from the service form, the customer places an order for the immediate execution of the repair. Provided the costs of repair are not exceeding for endoscopes, including EndoEye USD 1,800 (plus VAT), for (medical) devices USD 900 (plus VAT) and for mechanics USD 390 (plus VAT). A separate declaration of acceptance of Olympus to the service order is not required.

3.3. Olympus is entitled to forward devices made by another manufacturer to an authorized workshop of the manufacturer for servicing. The customer's service order does not require a separate declaration of acceptance on the part of Olympus.

4. Repair and Servicing

4.1. Components that are replaced during a repair will be properly disposed of unless the customer has requested the return of the replaced components at the time of placing the order. In this case, the components will be sent to the customer at the customer's expense. Otherwise, Olympus will at its discretion charge a lump sum of USD 10 to USD 20 (each plus VAT) for the disposal of the replaced components, depending on the number of components to be disposed of.

4.2. The customer is responsible for the professional packaging of the medical devices by consignment to Olympus. Smaller accessories (e.g. air and water valves or sealing caps) have to be packed separately. For the loss of non-separately packaged, small accessories Olympus assume no liability.

4.3. The maintenance service provided by Olympus includes exclusively original devices and original components from Olympus. Devices and/or components affected by a design change or modification within the meaning of Item 9.4 are excluded from the service.

4.4. In the event of a repair under the Full Risk Service Contract (FRSC), the event will be categorized as an insurance service. The exchanged components will be transferred to the property of Olympus.

5. Special Procedure with Lenses

5.1. Sent-in lenses are not repaired. Unless otherwise stated on the service form, the customer will be provided with a general overhauled, refurbished replacement device, against the calculation of the current exchange price. With delivery of the replacement device, the customers' sent-in lenses will be transferred to Olympus property.

5.2. If, at the request of the customer, the replacement unit is delivered to Olympus prior to delivery of the old optics, then the customer will be obligated to transmit the old lenses to Olympus within 10 working days after receipt of the replacement device.

6. Return of Unrepaired Devices

6.1. If the customer does not place an order for repairs after a cost estimate has been drawn up, the device will be returned disassembled and a charge made for remuneration equivalent to up to two hours of work at the current rate by a qualified service technician, but no more than USD 320plus VAT and shipping costs.

6.2. Only at the customer's express request and at the discretion of Olympus will the unrepaired device be returned in the state it was in at the time of receipt at Olympus, i.e. assembled and not repaired. In such circumstances, the parts that were disassembled for the purpose of diagnosis and drawing up the cost estimate will be reassembled in the device in order to return it to the state it was in at the time of its receipt at Olympus. Olympus may at its discretion charge a reasonable sum as compensation for the work incurred as a result of the required assembly of the unrepaired device. Assembling an unrepaired device at the express request of the customer does not constitute either a repair or other service, nor does it fulfill any further obligation.

6.3. The restoration of the device status to the state it was in at the time of its receipt at Olympus at the customer's express request does not form suitable grounds for the customer to rely on its functionality. Olympus accepts no liability in this case for the functionality of the assembled, unrepaired device. There will be no reprocessing of the device. The device will be delivered to the customer as a faulty device. Olympus expressly advises in this case against any further use of the device.

7. Combinations of Medical Devices

7.1. The customer is responsible as operator for the safe operation of combined medical devices.

7.2. Before commissioning a combination, the customer may be obliged to carry out tests, evaluations and declarations according to the medical product legislation.

7.3. If the customer wishes a combination of products by Olympus, then Olympus will exclusively act as a service provider on behalf of the customer and on its instructions. The Placement of the combination on the market shall not take place by Olympus.

8. Dispatch

8.1. The customer shall undertake to pack the goods in packaging which is suitable for transport and adequately protected against damage. Olympus accepts no liability for damage incurred during transportation.

8.2. Small accessories (e.g. accompanying accessories and other materials) must be sent in separate packaging. Olympus accepts no liability for the loss of small accessories that are not packaged separately.

8.3. Shipment to the customer will be at the customer's expense and risk by means of a shipping and courier partner of Olympus and under their respective valid conditions.

8.4. The shipping costs are stated in the cost estimate. Should this exceptionally not be the case, this does not release the customer from reimbursing any reasonable costs incurred by the shipment. A charge will be made after consultation for special services (e.g. one-way courier).

9. Warranty, General Liability

9.1. Complaints concerning obvious defects may only be asserted within 10 (ten) days after receipt of the device.

9.2. Claims for defects asserted by the customer in respect of services carried out shall expire after one year; this shall apply to spare parts used in the context of the service as well as the service rendered.

9.3. Product-specific and fair wear and tear plus faults caused by interventions on the part of the customer (e.g. application errors), or reduced functioning caused by or contributed to by improper use are excluded from the warranty. If Olympus maintains that an intervention on the part of the customer has been substantiated, the customer is free to refute that the intervention has brought about the defect.

9.4. Design changes or modifications of any kind (e.g. the use of non-original or equivalent components, uploading of third-party software) as well as device manipulations of any kind (e.g. repair carried out by unauthorized persons) shall also lead to the loss of any claims under the warranty.

9.5. In the event of defective services, the customer must first demand rectification. Olympus may refuse rectification if the cost is disproportionate. The customer may only have the defect rectified itself or demand compensation for the necessary expenses after the fruitless expiry of a reasonable period in which to effect the remedy, unless Olympus is legally justified in refusing to carry out the remedial work.

9.6. In all other respects, and irrespective of the legal grounds, Olympus shall only be liable for damage caused by intentional or grossly negligent conduct on the part of Olympus, its legal representatives, employees or vicarious agents. Liability for damages caused by grossly negligent conduct on the part of vicarious agents and legal representatives of Olympus shall be limited to damages that might typically be expected. For damages that are not caused either intentionally on the part of Olympus, its legal representatives, employees or vicarious agents, Olympus shall only be liable. Olympus shall not be liable for Consequential or similar losses.

10. Place of Performance

10.1. The place of performance for services, payments and claims under the warranty shall be Dubai. If services are carried out by an Olympus service subsidiary, the place of performance for services, payments and claims under the warranty shall be the location of the relevant service subsidiary.

11. Applicable Law, Place of Jurisdiction

11.1. These General Terms and Conditions for Services plus any contracts concluded in the context of these provisions are subject to the laws of England and Wales excluding the rules governing conflicts of laws and the Vienna Convention on the International Sale of Goods.

11.2. For all disputes arising out of conclusion, performance, interpretation, nullification, termination or invalidation of this General Terms and Conditions for Services as well as all contracts concluded based on these terms shall be settled by arbitration as follows:

11.3. The arbitration proceedings, including the appointment of arbitrators, shall be carried out in accordance with Rules of the Dubai International Arbitration Centre ("DIAC"). The arbitration tribunal shall consist of three arbitrators appointed in accordance with the Rules.

11.4. The language of the arbitration proceedings shall be English.

11.5. The arbitration shall take place in Dubai, United Arab Emirates.

11.6. The arbitral award shall be final and binding on the Parties. The Parties hereby undertake to follow and carry out the arbitral award.

(Status November 2017)