



GENERAL TERMS AND CONDITIONS

Roche Slovensko, s.r.o., Diagnostics Division

Roche Slovakia, s.r.o., with registered seat at Pribinova 7828/19, 811 09 Bratislava, company ID no. 35 887 117, registered in the Commercial Register of District Court Bratislava I, section Sro, insert no. 31845/B (hereinafter referred to as "**Roche**") issued pursuant to the provisions of § 273 para. 1 of Act no. 513/1991 Coll. Commercial Code, as amended, these General Terms and Conditions (hereinafter referred to as the "**Terms**") which shall apply to all contractual relation between Roche, Diagnostics division, and its customers and business partners, particularly, but not exclusively, buyers, lessees and borrowers of medical devices and its commercial relations with buyers in the sale and supply of reagents, control materials, consumables and calibrators necessary for the operation of medical devices (hereinafter referred to as the "**customer**" or "**customers**"). Customers are required to familiarize themselves with the current version of these Terms when concluding contractual relationship with Roche and agree to its application to commercial contractual relationship with Roche.

I.

PURCHASE OF MEDICAL DEVICES AND SUPPLY OF REAGENTS

1. Order and delivery of reagents, control materials, consumables and calibrators (hereinafter referred to as "reagents**")**

1.1 Roche shall supply reagents to customer upon Roche's offer and subsequent binding order of the customer in a written form or order by fax or e-mail, signed by entitled person. The order must be sent to Roche no longer than 30 days prior to the requested date of supply of reagents. The customer's order shall state the type of the reagents to be delivered, catalogue number and the required amount.

1.2 Roche shall supply reagents in the requested amount and at the requested time as stated in the offer. Should Roche, due to objective operative reasons, be unable to supply requested reagents in whole or in part within the period according to previous sentence, Roche shall notify the customer thereof and include estimated date of supply of reagents. Should the Roche notify the customer of its inability to supply reagents pursuant to the previous sentence, Roche shall not be in default in case of non-supply of reagents, partial supply of reagents or supply of reagents after due date. The circumstances of force majeure relieve Roche for the duration of the obligation to deliver reagents. The customer shall accept even partial fulfilment of Roche.

Roche is in default with the delivery of reagents, if they are not supplied even in the additional period of 30 days from the date of written notice of failure to deliver reagents to customer on time. The customer shall be in this case entitled to compensation and proven direct damage actually caused with exclusion of compensation for any consequential or indirect damages or lost profits. This applies also to any other compensation for any loss suffered by the customer.

2. Liability for defects and claims for defective reagents

2.1 The risk of damage to the reagents and ownership title thereof shall pass on the customer upon the takeover of supplied reagents by the customer pursuant to individual order. The takeover of reagents shall be confirmed by signing delivery note by a person authorized by the customer.

- 2.2 The customer shall examine supplied reagents immediately after takeover and signing of the delivery note. The customer shall notify Roche of any defects in quantity or quality of reagents immediately after detection thereof by the customer; however, any defects in quantity and apparent defects shall be communicated by the customer to Roche within 3 days after takeover of reagents and any hidden defects shall be communicated by the customer to Roche within the expiration period.
- 2.3 Roche shall not be liable for defects communicated after the periods specified in section 2.2 above; in any such event it is to be presumed, that Roche supplied reagents without defects. Roche shall not be liable for defects, which have been caused due to inadequate storage or handling of reagents contrary to the instructions specified on packaging of reagents or instructions for handling reagents with respect to safety and quality provided therewith or provided by Roche. Roche shall not be liable for defects caused in any manner after the takeover of reagents by the customer, caused by external events unrelated to Roche, or by any third party.
- 2.4 Should the customer claim defects of reagents, customer shall prove that the reagents had such defects at the time of transfer of liability to the customer and that the instructions specified on the packaging of reagents, or the instructions for handling reagents with respect to safety and quality provided therewith or provided by Roche have been followed by the customer or any third party which has handled reagents.
- 2.5 Furthermore, Roche explicitly excludes any liability for damages caused particularly, but not exclusively, by usual wear and tear, destruction, damage, consumption, abrasion and utilization of the provided materials or breaking the glass.
- 2.6 Should the Roche be liable for defects of supplied goods, Roche shall remedy the defects by supplying substitute goods for the defective goods or by supplying the missing goods; the customer is not entitled to make any claims according to § 436 and § 437 of the Commercial Code or have choice between the provisions.

3. Purchase of medical device and liability for defects

- 3.1 If there is an agreement between Roche and the Customer, for the purchase of medical device, Roche shall supply medical device to the place of delivery and at a time agreed with the customer. For the supply of a medical device the parties shall sign a takeover protocol. Roche shall subsequently install, or ensure at its own expense the installation of medical device at the registered seat of the customer or at other place designated by the customer. The customer is obliged to provide Roche with necessary cooperation for the installation of medical device, particularly to provide information about the designated place of installation, determine the staff responsible for the operation of medical device and to take medical device into laboratory and/or ambulatory operations. The installation of the medical device shall be confirmed by installation protocol signed by both parties. When installing a medical device, company Roche shall train customers' staff, who will work with the medical device, what shall to be confirmed by a protocol on training. In a case of medical devices intended for ambulatory operations (or other small medical devices) the installation shall include launch (wiring, insertion of batteries, etc.) and test of the medical device.
- 3.2 The company Roche shall supply medical device capable of use for the purpose intended and agreed. The customer is obliged to inspect the medical device in order to determine apparent defects immediately upon its receipt, and any obvious defects shall be stated in the acceptance report. If the acceptance report does not provide any obvious defects in medical devices, it is understood that the company Roche supplied medical device without such obvious defects. Inspection of the medical instrument in terms of functionality and capability for the purpose of use,

shall be carried out by the customer immediately after the installation of the medical device; in the event of failure to do so the customer may claim the defects observable at this inspection only when it can be proved that the medical device had such a defect at the time of its receipt by the customer.

- 3.3 The customer is obliged to notify defects in medical devices for which Roche is responsible and which are covered by the warranty, within 3 working days after discovery, but no later than at the end of the warranty period. Roche is not liable for defects notified after these time limits. The foregoing does not apply to apparent defects of medical devices which the customer is obliged to indicate in the acceptance report.
- 3.4 Roche hereby provides warranty for the medical device in the length indicated in the warranty letter. The warranty period begins from the moment of installation of medical equipment. The warranty period shall be suspended for the period during which the customer could not use the medical device for defects under the responsibility of the company Roche. Roche takes the warranty obligation that the medical device will be fit for use for the agreed purpose and retain the usual properties for the period of the warranty. Roche also undertakes to perform warranty service of medical equipment in accordance with Part III. of these Terms during the warranty period.
- 3.5 Warranty and warranty service under this Article of the Terms shall not apply to:
- a) defects caused by force majeure, not caused by company Roche. Circumstances of force majeure for the purposes hereof shall mean circumstances specified in § 374 of the Commercial Code and defects occurred by accident (eg. electrical shock, water damage, etc.);
 - b) defect known to the customer at the time of takeover of medical device or any defect that the customer should have known about at that time;
 - c) defects caused by tampering and / or violent injury to medical device;
 - d) unauthorized relocation of the medical device to the detrimental environment,
 - e) connection of the medical device to the incorrect voltage source,
 - f) use of the medical device contrary to the operator manual or instructions of Roche or the producer, including instructions for the use of recommended reagents and other supplies;
 - g) defects caused by technical changes to the medical devices, and / or any repair or other action during the warranty period by the customer or third parties without permission of Roche;
 - h) damage caused to a medical device after its handover to the customer in any way by any person other than Roche.
- 3.6 The warranty also does not apply to the spare parts of the medical device as stated in the specification sheet of medical device and to the consumables.
- 3.7 In the event of a customer alleged defects in a medical device from the time of handover, the customer must prove that the medical device had a defect at the time of its handover or at a time of transfer of the risk of damage to medical device on the customer. As for customers alleged defects to the medical device occurred after the risk of damage passed on the customer, the customers must prove that they have complied with the operating instructions of the medical

device or any third person who has handled the medical device has complied with the operating instructions and that the medical device has been operating in a way that does not exclude the warranty.

II. LEASE CONTRACT AND BORROWING OF MEDICAL DEVICE

1. Lease of the medical device

- 1.1 In the case of a lease agreement of medical device, company Roche as a lessor undertakes to supply a medical device to the customer as lessee for temporary use (lease).
- 1.2 Throughout the agreed period of the lease the medical device shall remain a property owned by Roche.
- 1.3 The customer agrees to pay the agreed lease, otherwise lease in the usual amount for the type of medical equipment. Customer's obligation to pay the lease arises on the day of signing the takeover protocol at a time the customer obtains a medical device to his disposition. If there is a takeover of medical device in the course of a calendar month, the first lease period shall run from the date of signing of the takeover protocol to the last calendar day of the following calendar month and the customer undertakes to pay the lease for the first lease period in the amount of monthly lease. The lease for the first lease period will be invoiced on the 25th day of the calendar month following the month in which takeover protocol was signed.
- 1.4 The lease is payable monthly on the basis of an invoice issued by Roche and delivered to the customer. The lease shall be invoiced per calendar month / calendar quarter and always on the 25th day in the month or on the 25th day of the last month of the calendar quarter for which the lease is to be paid.
- 1.5 Regarding the maturity of invoices, interest and etc. the provisions of Part IV. Art. 1 of these Terms (Payment Terms) shall apply mutatis mutandis. For the supply and installation of medical device the provisions of Part I. Art. 3 of these Terms shall apply mutatis mutandis.

2. Customers obligations as a lessee

- 2.1 Customer agrees to properly use medical device for the agreed purpose and undertakes to protect medical device with due diligence against damage, theft, spoilage, loss and / or destruction. Without prior written consent of Roche, the customer shall not be entitled to provide any changes or modifications on the medical device. Customer shall ensure that the medical device is always operated only by authorized persons who have been adequately trained and that only such persons have an access to the medical device.
- 2.2 The customer is obliged to unconditionally follow the instructions of Roche and / or medical device producer regarding the maintenance and use of medical device.
- 2.3 The customer is obliged to enable Roche or its employees at any time access to the medical device.
- 2.4 The customer cannot leave a medical device for the use of another person, or to put it as collateral or guarantee without the prior written consent of Roche.
- 2.5 In case of damage to the medical device due to damage, theft, loss, destruction or other damage to the medical device, the customer agrees to reimburse Roche for the damage caused. Given the above, the customer is recommended to negotiate a corresponding insurance. The value of

indemnity by the insurance does not affect the amount of damages against the company Roche. Roche shall quantify the damage in the invoice. In a case of total loss the amount of damage will be set at a maximum value of the medical device in Euro without VAT, depending on the type of medical device. The assessment of damages will be proportional to the damage to the medical device and its current actual value, net of depreciation value.

2.6 Roche may demand the return of the medical device if the customer is not using a medical device properly or if it is used contrary to the purpose of the lease.

3. Borrowing of the medical device

3.1 In the case of borrowing of a medical device, Roche undertakes to borrow agreed medical device to a customer free of charge for the purpose of its presentations to a customer and its practical test of functions, capabilities and activities of medical device in use for an agreed purpose.

3.2 As regards the borrowing of the medical device, the provisions of rental agreement under Part II. Art. 2 of these Terms shall apply mutatis mutandis. As regards the service of borrowed medical device, provisions on authorized service as stated in Part III. of these Terms shall apply.

III.

AUTHORIZED SERVICE OF MEDICAL DEVICES

1. Authorized service of medical devices

1.1 Roche provides authorized service of medical devices owned or temporarily used by customer. In a case of lease contract, contract on borrowing or during the period of lasting warranty for the medical device, Roche provides service for medical devices at its own expense. This applies only to (1) the inspections of medical device in accordance with producer's instructions and recommendations and to (2) providing maintenance services due to the nature of the medical device, or due to normal wear and tear of medical device. Service of the medical device consisting of rectifying defects attributable to the customer (including but not limited to breach of customer's obligations), as well as defect occurred by accident (e.g. by water, short circuit, etc.) or any service operation needed after the lapse of warranty period shall be provided at customer's expense according to the current pricelist of Roche.

1.2 The customer shall be obliged to report defects of the medical device to Roche and any other necessity for servicing of the medical device occurred within reasonable time depending on extent and severity of the defect, otherwise the customer shall be liable for the damage caused to Roche. This provision shall not apply should the customer is the owner of the medical device.

1.3 Roche undertake an obligation to ensure service technician within 2 working days from reporting the defect or the need to perform other service operations. Service technician is obliged to treat the defect or conducts other service operations to a medical device with due diligence in a manner at its discretion, within a reasonable time depending on the severity of the defect and with professional care.

1.4 Roche shall be liable to the customer for damages caused by improper and poor quality service performance. Roche is not responsible for damage incurred by the customer due to the fact that the medical device is not in operation during the period of removing defects and / or implementation of a service operation. Roche shall not be responsible for damage caused to the reagents and consumables that are damaged due to malfunction of medical device.

1.5 The customer is obliged to provide Roche with necessary cooperation during implementation of service tasks, in particular allowing access to medical device.

1.6 Customer shall be fully liable for damage caused to medical devices and / or in connection with the operation of the medical device to third persons or to property of the customer. This does not affect the liability of the producer and / or Roche for damages under Act no. 294/1999 Coll. on Liability for damage caused by defective products, as amended.

2. ROCHE Teleservice

2.1 According to an agreement with the customer, Roche shall provide the connection of the medical device owned or used by customer to service ROCHE Teleservice. ROCHE Teleservice means the online management of application and technical problems of the related to medical devices.

2.2 By using of ROCHE Teleservice, the customer will be provided with faster solution of breakdowns and application problems, without the necessity to be on site (applied only to defects of analyzers capable to remote control), automatic updating of tests, reagents, controls and calibrators database and automatic updating of software.

2.3 ROCHE Teleservice operates within the current IT infrastructure of the customer. The customer shall provide Roche with the internet connection at the place of installation. The customer Roche agrees that Roche installs hardware and software necessary for ROCHE Teleservice.

2.4 When providing services ROCHE Teleservice, Roche shall guarantee the protection of customer´s confidential data and personal data of patients through their encryption.

2.5 Roche shall provide ROCHE Teleservice to the customer at its own expense as a part of the technical support and service of medical device.

3. Data protection

3.1 The customers take cognizance of the fact that the performance of the authorized services under art. 2 of this part of the Terms (Roche Teleservice) might be connected with processing of the personal data located in the medical device by Roche pursuant to the legal regulation of personal data protection, particularly the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of Personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"), and the Act No. 18/2018 Coll. on Protection of Personal Data and On Amendment and Supplement of Certain Acts, to the extent applicable ("**Data Protection Act**") (the respective legal regulation hereinafter referred to as the "**Legal Regulation of Personal Data Protection**").

3.2 Roche hereby undertakes that the purpose of the performance of the authorized services under art. 2 of this part of the Terms is not processing of personal data located in the medical device by Roche and that the personal data disclosed to its employees as to the entitled persons performing the service will be used strictly for the fulfilment of the Roche´s obligation to provide authorized service of medical devices, especially for roadworthiness test of the medical device. Roche shall not store, collect, copy, reproduce, distribute or otherwise disclose personal data to third persons. For the purpose of this Article, the employee shall mean the employee of Roche on the position of service technician and application specialist.

3.3 Roche has also instructed its employees on their rights and obligation according to the Legal Regulation of the Personal Data Protection, especially the obligation to protect such data against unauthorized or unlawful processing and against accidental loss, destruction or damage and also ensured that persons authorized to process the personal data are under the obligation of

confidentiality as to the personal data disclosed to them as to the entitled persons performing the service.

- 3.4 Immediately after the termination of the contractual relationship and uninstallation of the medical device, the employees shall carry out the entire liquidation of data, including personal data stored on the memory source of the medical device. The liquidation shall be carried out by the way of complete deletion of personal data so that one could not reproduce them. The liquidation shall be carried out before the medical is replaced from the place of its installation at customer's place, except from case when the medical device shall be replaced to other customer's workplace based on customer's request.

IV. COMMON PROVISIONS

1. Payment conditions

- 1.1 As regards the payment terms, the customer has to follow the payment terms on the invoice for the realization of the individual supplies of goods or services by the company Roche.
- 1.2 Price of goods or services is to be paid after each delivery of goods / services based on invoices issues by the company Roche and delivered to the customer in person, by post, e-mail or fax. Rent for a medical device is payable monthly, unless agreed otherwise. Invoices are due within the amount of days, as specified in the invoice, calculated from the date of issue of the respective invoice.
- 1.3 Roche is entitled, in justified cases, to require a deposit (advance payment) on the purchase price of goods or services before the goods are delivered or the services provided to. The deposit (advance payment) might amount up to the price of the ordered goods or services.
- 1.4 The obligation to pay the price of goods or services, or the rent shall be deemed fulfilled as soon as the amount corresponding to the purchase price is credited to the account of Roche. Should the customer be in default with the payment of the price after the due date specified, Roche shall be entitled to apply default interest of 0.03% of the outstanding amount for each commenced day of default with the payment of the price. Roche is entitled to unilaterally set off its claim for purchase price or price of the services including its accessories against any claim of the customer towards Roche. Default interest shall not affect the entitlement to Roche for damages in full.
- 1.5 In case that (1) the customer's monetary liabilities are not paid for more than 30 days after due date, (2) customer is repeatedly in delay in payment of liabilities after due date or (3) if, despite previous requests of Roche to pay the customer's monetary liabilities, they are not fulfilled within the additional period, Roche is entitled, but not obliged, not to provide any further order unless the customer's monetary liabilities are paid. In this case, the time limit for the supply of goods or services shall be extended for the period during which the customer is in delay with his outstanding monetary liabilities to Roche.

2. Jurisdiction and applicable law

- 2.1 All disputes shall be decided by a competent Slovak court designated under the procedural law of the Slovak Republic.
- 2.2 Invalidity, ineffectiveness or unexecutability of any of the provisions of these Terms shall not affect the validity, effectiveness or executability of the remaining provisions. Should any provision of these Terms be or later become invalid, ineffective or unexecutable, the parties hereby agree that

they shall replace any such provision with provision which most closely matches the business purpose of the ineffective or invalid provision.

- 2.3 The contractual relationship between Roche and customers shall be governed by the relevant provisions of Act no. 513/1991 Coll. (Commercial Code), as amended, or by other generally binding legal regulations of the Slovak Republic.

3. Confidential Information

- 3.1 The customer shall not disclose confidential information or shall not make it in any manner available to any third parties and shall ensure that such obligation shall be binding on its employees, business and contracting partners and/or cooperating third parties.
- 3.2 For the purposes these Terms, confidential information is, in particular, the terms and conditions of the cooperation between Roche and its customers and any information which have been provided in relation to the performance of their obligations or which have become available, namely but not restricted to, technical data and business information relating to the products of Roche.
- 3.3 The customer shall not disclose confidential information or shall not make it in any manner available to any third parties; the customers shall not publish or use confidential information for any purposes other than performance of their obligations and exercise of their rights. The abovementioned shall not apply to provision of confidential information to external advisors of the customer or cooperating third parties, provided any such persons shall also be bound by the confidentiality obligation under the law or separate agreement. The confidentiality obligation specified herein shall be complied with without any time limit and shall persist after the termination of contractual relationship of Roche and its customer.
- 3.4 The abovementioned obligations shall not restrict the duty to disclose protected and confidential information to the government authorities pursuant to the law or valid decision of the court or other government authority. Should the customer come under such duty, it shall immediately notify Roche. Customer under a duty to disclose such confidential information shall exercise any possible lawful means to refuse or limit the disclosure or communication of the confidential information. The customer shall be liable for damage caused by the breach of the confidentiality obligation.

4. Prohibition of corruption and other practices

- 4.1 Any corrupt practices, blackmailing or embezzlement shall be forbidden. The customer shall, particularly, undertake not to offer, provide and accept bribes, gifts or other inappropriate consideration and the customer at the same time shall undertake not to encourage illegal business practices in any way, and that in relation with the private or public entities. The customer shall undertake to perform its activity in accordance with the principles of fair competition and in accordance with any and all respective provisions of laws governing competition. The customer also declares that it will perform its rights and obligations in accordance with the principles of fair competition including the obedience of respective provisions on misleading advertisement.
- 4.2 The customer is not allowed, when performing its activities, to use any form of forced labour, labour of the incarcerated personnel or child labour.
- 4.3 When exercising its rights and obligations, the customer shall respect those human rights that are within its sphere of influence and must abide by the Roche Supplier Code of Conduct

(http://www.roche.com/roche_supplier_code_of_conduct.pdf) of which the Slovak translation shall be provided by Roche to the customer upon request.

5. Final Provisions

- 5.1 These Terms and Conditions are published at the seat of Roche and at Roche website www.roche.sk. Roche reserves the right to unilateral changes to these Terms and Conditions. The changes come into effect when published at the seat of Roche and Roche website www.roche.sk.
- 5.2 Any amendments, deviations or additions to these Terms and Conditions after conclusion of the contractual relationship may only be performed upon written agreement of Roche and the customer.

In Bratislava, May 21, 2019

João Pedro Correia Carapeto,
Country Manager