



Control-X Medical Zrt. (cPlc.)

1141 Budapest, Hungary

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sales@cxmed.com

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GENERAL TERMS AND CONDITIONS OF SALE – INTERNATIONAL SALES

I. Definitions

“Agreement” shall mean the International Reseller Agreement concluded between the Company and the Reseller (if any).

“Company” or “Seller” shall mean Control-X Medical Zrt.

“Contract” shall mean any binding agreements concluded between the Company and Reseller upon the written confirmation (including email confirmation) by the Company of the Reseller’s purchase order. In case of any discrepancies between the Company’s confirmation and the Resellers purchase order, the Company’s confirmation shall prevail.

“GTC” shall mean this GENERAL TERMS AND CONDITIONS OF SALE – INTERNATIONAL SALES as amended by the Company from time to time.

“Product(s)” shall mean the product(s) offered for sale by the Company.

“Reseller” shall mean any party purchasing Products from Company based on a Contract.

II. Acceptance – All Contracts are subject to and expressly conditioned upon the Agreement (if any) and this GTC. In the event of a conflict, the Contract shall take precedence over the Agreement (if any) and the GTC and the Agreement shall take precedence over the GTC.

III. Changes – Contracts may be changed or amended only by written confirmation agreed by both Reseller and Company, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Reseller may not cancel a Contract unless such cancellation is expressly agreed to in writing by Company. Notwithstanding the above, in case of a unilateral cancellation by Reseller, Company will advise Reseller charge for such cancellation, and Reseller agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Company by its suppliers, and any other cost resulting from cancellation of the Contract by Reseller. Certification of such costs by Company shall be conclusive on the parties.

IV. Delivery, claims, delays – All sales of Products are FCA Budapest shipping point unless otherwise noted. Company retains ownership of Products until and unless full payment of purchase price, as specified in the Contract, has been effectuated by Reseller.

Immediately upon Reseller's receipt of any Products shipped hereunder, Reseller shall inspect the same and shall notify Company in writing of any claims for shortages, defects or damages and shall hold the goods for Company's written instructions concerning disposition. If Reseller fails to so notify Company within thirty (30) days after goods have been received by Reseller, such Products shall conclusively be deemed to conform to the Contract and to have been irrevocably accepted by Reseller.



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Company shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond Company's reasonable control, including, without limitation, act of Reseller, embargo or other governmental act, regulation or request affecting the conduct of Company's business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labour difficulties, lightning, flood, windstorm, epidemic or other acts of God, delay in transportation, or inability to obtain necessary labour, fuel, materials, supplies or power at current prices.

V. Payment – Terms of sale are net thirty (30) days of date of Company's invoice, unless otherwise on the invoice. Following the expiry of the invoice payment deadline, Company is entitled to charge Reseller late payment interest amounting to 1,5% per month, starting from the date of expiry of the payment deadline. If the financial condition of Reseller results in the insecurity of Company as to the ultimate collectability of the purchase price, in its sole and unfettered discretion, Company may delay or postpone the delivery of the products or is authorized to change the terms of payment to payment in full or in part in advance of shipment of the entire undelivered balance of said products.

In the event of default by Reseller in the payment of the purchase price or otherwise of a Contract, Company, without prejudice to any other of Company's lawful remedies, may defer delivery, cancel any Contracts, or sell any undelivered goods on hand for the account of Reseller and apply such proceeds as a credit, without set-off or deduction of any kind, against the contract purchase price, and Reseller agrees to pay the balance then due to Company on demand. Reseller agrees to pay all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by Reseller in any of the terms hereof.

VI. Taxes and other charges – Any tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority or measured by the transaction between Company and Reseller, shall be paid by Reseller in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, Reseller shall reimburse Company therefore; or, in lieu of such payment, Reseller shall provide Company at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

VII. Pricing – Prices shown are in Euros or US Dollars, upon agreement. Other currencies are subject to specific agreement between Company and Reseller. Prices quoted are guaranteed for thirty (30) days unless clearly specified otherwise.

VIII. Compliance with laws, regulations – Company certifies that to the best of its knowledge Products are produced in compliance with applicable requirements of the European safety and health standards, rules and orders issued pursuant thereto. With a view to enabling Company's compliance with those standards and in particular the Medical Device Directive¹ and the Medical Device Regulation² Reseller shall furnish statistical data on the Products sold by Company to Reseller. These may include but are not limited to information on usage conditions, date of last maintenance, list of service activities performed etc.

¹ Council Directive 93/42/EEC of 14 June 1993 concerning medical devices

² Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC



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Reseller shall notify Company of any adverse event, injury, property damage, serious malfunction, non-compliance related to the use of Products Reseller may become aware of.

Company shall notify Reseller on any Product related potential hazards, malfunctions etc. that Company may become aware of (at the discretion of Company) in the form of Advisory Notices, Field Service Notes or direct communication.

IX. Warranties

Subject to the terms and conditions herein contained, Company warrants to Reseller that Products, as listed in Appendix I, are free of defects in materials and workmanship, as of the time and place of delivery by Company to Reseller.

Company administers the vendor warranties with respect to Product equipment and components manufactured by other manufacturers, as listed in Appendix II.

Warranty does not apply to any goods, which have been altered, changed, abused, subjected to misuse, or improperly stored or installed. Moreover, warranty does not apply in case servicing of the Products is transferred to a third-party without that transfer having been confirmed by Company.

Pursuant to the Medical Device Regulation and the terms and conditions contained herein, Reseller is obligated to submit the online [Installation Report](#) to Company within fifteen (15) days of installation of the Products. In case of failing to do so within that deadline the Company may reject any warranty claim. As part of that [Installation Report](#) Reseller shall provide Company, with

1. the name and addressee of Products;
2. a description of the Products;
3. description of the installation location as well as any particular circumstances;
4. an acknowledgement that technicians and end-users have been trained according to the operating instructions for proper handling operating, maintenance of the equipment;
5. an acknowledgement that the [Installation Report](#) contains valid data;
6. where transaction involves a system, an acknowledgement that all locally mandated acceptance tests have been successfully performed and the equipment has been released for intended clinical use.

Warranty applies to the Products, listed in Appendix I, for twenty-four (24) months from the date of invoice. Warranty applies to Products listed in Appendix II, respectively, for the same time period for which the manufacturers has provided warranty to Company. Warranty periods for products listed in Appendix II also start from the date of invoice.

If Products have been relocated from the original installation site as set out in the [Installation Report](#) during the warranty period, the warranty remains valid only if the relocation of the goods was performed by factory trained and approved technicians and Company has been informed thereof. Otherwise the warranty is voided.

Within the warranty period Company will repair or replace, at its discretion, parts proving defective, at no charge to Reseller, FOB Budapest, Hungary. If not otherwise instructed, defective parts should be sent back to Company's address at H-1141 Budapest, Öv street 29, Hungary, freight prepaid. The Return Material Authorization Number (RMA#) issued by Company shall be clearly marked on the packaging and the [Support](#)



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[Request Form](#) should be completed. In case of failing to return defective parts within thirty (30) days the Company may invalidate the warranty and those non-returned parts will be charged to Reseller.

Company disclaims all other warranties expressed or implied, as to the quality of any Products, including implied warranties of merchantability and fitness for particular purposes.

Under no circumstance will Company be liable for special or consequential damages. Whether based upon lost goodwill, lost resale, profits, work stoppage, impairment of other goods, or otherwise and whether arising out of the breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability.

Company shall provide availability of identical or equivalent spare parts for all Products manufactured or supplied by Company (as set out in Appendices 1 and 2) for a minimum period of ten (10) years from the date of invoice.

Company will provide installation and user's manuals in English for Products sold. Preparing further language versions of these documents is Reseller's responsibility.

Installed equipment should be decommissioned and removed at the end of the Product lifetime. Final disposal should be carried out by Reseller carefully and following the local rules. Reseller should take particular care relative to the disposal of individual items including but not limited to x-ray tubes, lead counterweights, transformer oil and electronic components.

Notwithstanding the above general rules on warranties, Reseller and Company may, respectively, agree to solicit and offer prolonged warranties under specific terms.

X. Reseller's use of Products – Products are intended primarily for medical or veterinary purposes and, unless otherwise stated on product labels, in Company's catalogue or in other literature furnished to Reseller, are not to be used for any other purposes. Reseller expressly undertakes, represents and warrants to Company that Reseller will properly install, use, and market Products purchased from Company and/or materials produced with Products purchased from Company.

Reseller shall perform all scheduled maintenance in accordance with Company's Product documentation as well as all service activity required to ensure proper and safe operation of the Product.

Reseller shall bear all responsibility for proper installation and service while holding Company harmless for the same. Reseller assumes responsibility to train Reseller's customers for the use of the Products. Reseller also has the duty to warn Reseller's customers and any auxiliary personnel (such as freight handlers, etc.) if any risks involved in using or handling the Products. Reseller agrees to comply with instructions, if any, furnished by Company relating to the use of the Products and not misuse the products in any manner.

Installation and service shall only be performed by authorized service personnel trained and recognized by Company.

Any locally mandated acceptance tests at the time of installation/prior to clinical use of the Product and any mandatory periodic acceptance tests and/or maintenance shall be the responsibility of Reseller.



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XI. Reseller's Representations and Indemnity – Reseller undertakes, represents and warrants that it shall use all Products in accordance with Section X. and that any such use of Products will not violate any law or regulation. Reseller agrees to indemnify and hold harmless Company, its employees, agents, successors, officers, and assigns, from and against any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that Company may sustain or incur as a result of any claim against Company based upon negligence, breach of warranty, strict liability in tort, contract, or any other theory of law brought by Reseller, its officers, agents, employees, successors or assigns, by Reseller's customers, by end users, by auxiliary personnel (such as freight handlers, etc.) or by other third parties, arising out of, directly or indirectly, the use of the Products, or by reason of Reseller's failure to perform its obligations contained herein. Reseller shall notify Company in writing within fifteen (15) days of Reseller's receipt of knowledge of any accident, or incident involving any Products which results in personal injury or damage to property, and Reseller shall fully cooperate with Company in the investigation and determination of the cause of such accident and shall make available to Company all statements, reports and tests made by Reseller or made available to Reseller by others. The furnishing of such information to Company and any investigation by Company of such information or incident report shall not in any way constitute any assumption of any liability for such accident or incident by Company.

XII. Patent disclaimer – Company does not warrant that the use or sale of the Products will not infringe the claims of any patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

XIII. Returns – Products may not be returned for credit except with Company's permission and then only in strict compliance with Company's return shipment instructions as set out in Section IX. Certain items may not be returned for credit. These include items manufactured especially in accordance with Reseller's specifications. Any returned items may be subject to a processing or restocking fee of up to twenty percent (20%).

XIV. Confidentiality – Each party shall hold and shall procure that its officers, advisors and investors (lenders) hold in confidence the terms and conditions of the Contract and the Agreement (including but not limited to prices) and all other information disclosed (whether in writing, orally or in machine readable form) by a party (Disclosing Party) to the other party (Receiving Party) and shall not disclose, publish or make use of the same without the prior written consent of the Disclosing Party, except to the extent that (i) such disclosure is required by law, or legal process, or (ii) such disclosure is made by the Receiving Party to its officers, advisors or investors (lenders) on a need-to-know basis, subject to confidentiality obligation; or (iii) such information is in the public domain other than by breach of the Contract, including this GTC, by the Receiving Party; or (iv) such information have been received by the Receiving party from a third party who has the lawful right to make such disclosure without restriction. The confidentiality obligation under this Section shall survive the termination of the Contract.

XV. Miscellaneous – Company's failure to strictly enforce any term or condition of a Contract or to exercise any right arising thereunder shall not constitute a waiver of Company's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under a Contract are cumulative and are in addition to any other rights and remedies Company may have at law or in equity. Any waiver of a default



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by Reseller hereunder shall be in writing and shall not operate as a waiver of any other default or of the same default thereafter.

If any provision of a Contract, of the Agreement or this GTC shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. The paragraph headings herein are for convenience only. They form no part of the terms and conditions and shall not affect their interpretation.

This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

XVI. Governing Law and Arbitration – All disputes as to the legality, interpretation, application, or performance of the Contract (including the Agreement and this GTC) or any of its terms and conditions shall be governed by the laws of Hungary including its conflict of laws principles.

The Parties hereby expressly agree to exclude and disclaim the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (also referred to as the Vienna Convention), and any successor convention or legislation, to this Agreement.

The parties to the Contract shall attempt to amicably settle all and any disputes arising out of or in connection with the Contract (including the Agreement and this GTC) through amicable negotiations. All disputes arising from or in connection with Contract (including the Agreement and this GTC), including, without limitation, any disputes as to the breach, termination, validity and interpretation, shall be exclusively and finally settled by the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings. The number of arbitrators shall be three (3) and the language to be used in the arbitral proceedings shall be Hungarian, The Parties exclude the possibility of the retrial of the proceedings as regulated in Section IX of Act LX of 2017 on Arbitration.

XVII. Validity – This GTC are valid until revocation or amendment by the Company.



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Appendices:

Appendix I: The warranty, as described in Section VIII, applies to the following products of Company:

- Radiographic tables Stylix, Phoenix, Z-Table, HRX
- Floor mounted X-ray tube stands: all versions of TS 99
- Ceiling mounted X-ray tube stands: all versions of CTM-200
- Vertical Bucky stands: all versions of WS 99
- Stitching stands
- X-ray generators: Milestone HF (MS HF) series generators, ZooMax LC generators
- Z-Motion universal stand
- Veterinary products: VTS-02 Tube Stand, FTSX-02 Tube Stand, VCTM Ceiling Tube Mount, VSTX-60 X-ray Table, VPHX Elevating Table, VFX Table

Appendix II: In accordance with Section VIII, the following products are excluded from the specific Company warranty policy and are sold subject to the warranties of their respective manufacturers:

- Personal computers
- Monitors
- High frequency x-ray generators, other than specified above
- X-ray tubes
- High voltage cables
- Collimators
- Anti-scatter grids
- AEC detectors
- Digital flat panel detectors
- Image acquisition software
- DAP (Dose Area Product) meters and their accessories
- All other non-listed items sold but not manufactured by Company