



## GENERAL TERMS AND CONDITIONS

### DuMed Group

*Applicable to all sales and related deliveries by the DuMed Group*

**Version 1.1**  
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## Preamble and scope of application

These General Terms govern the supply of equipment, software, spare parts, installation, maintenance, support and related services by the DuMed Group to business customers. They apply as Appendix 1 to any signed Master Service Agreement and as DuMed's standard terms for standalone orders where no Master Service Agreement has been signed. “**DuMed**” means the Group entity identified as Supplier in the relevant Master Service Agreement, quotation, order confirmation or invoice. Each entity contracts in its own name; law, venue and currency follow the contracting entity as set out in clause 32.

The DuMed Group currently consists of:

- DuMed A/S (Denmark, Group HQ) — Danish Company Registration No. CVR. No. 17912798 - Kokholm 3C, st tv., 6000 Kolding.
- DuMed Sverige AB (Sweden) — Swedish Company Registration No. 559186-4003 - Sjöflygvägen 35E, 183 62 Täby.
- DuMed Norge AS (Norway) — Norwegian Company Registration No. 928 879 259 – Martin Linges vej 25, 1364 Fornebu
- DuMed Finland Oy (Finland) — Finnish Company Registration No. 3592387-6 - Pohjoisranta 6, Liikehuoneisto C, 00170 Helsinki 17.

DuMed Group is not a legal entity, but an informal collective term used solely for practical purposes to describe, now currently, the four legal entities mentioned above as a whole.

The four entities are independent companies that are not subject to or assume any mutual responsibility or liability (vicarious liability) for each other's actions, conduct or obligations, which also applies to the respective companies' owners, managements, employees and other representatives.

## 1. Definitions

In these General Terms, capitalized terms have the meanings set out below.

**Agreement** means the overall complex of agreements governing the supply of equipment or service, as defined in clause 33.

**Business Hours** means Monday to Friday, 08:00 to 16:00 local time at the Supplier's registered seat, excluding public holidays in the Supplier's jurisdiction.

**Corrective Service** means fault-based service performed by DuMed, remote or on-site, to restore Equipment to functional condition following a fault notification from the Customer.

**Customer** means the legal entity identified as customer in the Master Service Agreement, quotation, order confirmation or invoice.

**Data Processing Agreement or “DPA”** means a written agreement between the Customer as data controller and DuMed as data processor, complying with GDPR Article 28 (and corresponding national legislation in Norway).

**DuMed** has the meaning given in the Preamble.

**Equipment** means the hardware, software, accessories, spare parts and related items supplied by DuMed to the Customer, whether sold outright or serviced under a service agreement.

**Formal Procurement** means the competitive process of acquiring equipment and/or services through public advertisement, sealed bids (IFB) or proposals (RFP).

**General Terms** refers to these General Terms and Conditions.

**Master Service Agreement or “Master Agreement”** means the short, customer-specific agreement signed between DuMed and the Customer identifying the Equipment covered, the Service Level (or other agreed service scope), prices, validity period and other customer-specific terms, to which these General Terms are Appendix 1.

**On Hold:** Please refer to Clause 17.

**Personal Data** has the meaning given in the EU General Data Protection Regulation (Regulation (EU) 2016/679) and, for Norway, in the Norwegian Personal Data Act (personopplysningsloven).

**Preventive Maintenance** means scheduled, planned maintenance performed by DuMed on Equipment in accordance with the manufacturer's manuals and applicable regulatory requirements.

**Public Sector Customer** means a client or buyer that is a government entity, public authority, agency, or body governed by public law at national, regional, or local level, including state-owned institutions or organizations substantially funded, controlled, or managed by a government.

**Remote Support** means fault finding, diagnostics and corrective action performed by DuMed via a secured remote connection to the Customer's Equipment.

**Response Time** means the time from DuMed's acknowledgement of a Customer fault notification during Business Hours until commencement of remote diagnostics or dispatch of a technician.

**Service Level** means one of the standardized service offerings (Service Level 1, 2 or 3) defined in DuMed's SLA matrix, or any alternative service scope defined directly in the Master Service Agreement.

**SLA** means the service level arrangements applicable to a specific service agreement.

**Supplier** means the DuMed Group entity acting as supplier under the Agreement.

**Third-Party Components** means hardware, software, networks, systems and services supplied by parties other than DuMed, including PACS/RIS systems, customer networks, operating systems, antivirus software and domain infrastructure.

**Uptime:** Please refer to clause 12.

Other clauses in these General Terms also contain definitions.

## 2. Order of precedence

2.1 In case of conflict, the following order of precedence applies from highest to lowest: (i) mandatory provisions of applicable law; (ii) for Public Sector Customers, any signed procurement contract, framework agreement or tender contract entered into under Formal Procurement procedures; (iii) individually negotiated written terms signed by both parties; (iv) the Master Service Agreement and

its customer-specific annexes; (v) these General Terms; (vi) DuMed's current price list; and (vii) product and manufacturer documentation.

2.2 For Public Sector Customers under Formal Procurement, the procurement contract or framework agreement prevails over these General Terms to the extent of any conflict. DuMed will cooperate in good faith with public procurement requirements and accept reasonable modifications where required by applicable procurement law, provided that the core provisions on liability (clauses 14 and 24), intellectual property (clause 23) and data protection (clause 22) are respected in substance. For purchases below procurement thresholds, call-offs under framework agreements referring back to supplier terms, and ad hoc orders from Public Sector Customers, these General Terms apply as the default.

### 3. Formation of the Agreement

Quotations are valid for 30 days unless otherwise stated. Orders are binding on DuMed only upon written order confirmation or unequivocal material commencement of performance. The Customer's purchase orders or standard terms do not form part of the Agreement and do not bind DuMed, even if referenced in the Customer's communications, unless expressly accepted by DuMed in writing (subject to clause 2 on public procurement). Any modification of the Agreement requires written agreement between the parties.

### 4. Delivery, installation and risk

4.1 Unless otherwise agreed, delivery takes place in accordance with Incoterms 2020 **DAP (Delivered at Place)** to the location specified in the order. Risk passes to the Customer on delivery.

4.2 The Customer is responsible, at its own cost, for all installation preconditions, including suitable connection to electricity, ventilation, water and drainage; free and unobstructed site access; sufficient assistance at the installation site; measures necessary to bring the Equipment to its place of use (including lifting, rigging and reinstatement of building elements); **radiation shielding, structural radiation protection and compliant room layout where required by the Equipment and by applicable radiation protection legislation**; and any regulatory approvals or permits required by the authorities. **DuMed may decline to commence or complete installation, or to release the Equipment for clinical use, where radiation protection or other regulatory preconditions are not in place, and any resulting delay is at the Customer's cost in accordance with clause 16.** DuMed does not have any duty to investigate in relation to radiation protection or other regulatory preconditions, unless specifically and expressly agreed in writing.

4.3 DuMed carries out installation unless otherwise agreed. Installation is deemed completed when the Equipment can be taken into use or, where an acceptance procedure has been agreed, when that procedure has been performed. Where completion is delayed by circumstances within the Customer's responsibility, installation is deemed completed when the acceptance procedure could reasonably have taken place. Any waiting time or additional costs caused by such delays are invoiced in accordance with clause 16.

## 5. Title and retention of title

5.1 Title to the Equipment remains with DuMed until the full purchase price, including interest and costs, has been paid. This does not apply where the Equipment is consumed in the Customer's normal production or resold as part of the Customer's ordinary course of business.

5.2 During the retention period, the Customer shall use the Equipment properly and in accordance with DuMed's instructions; not modify it; maintain it per prescribed guidelines; keep it insured against fire and theft at full value at its own cost; and on DuMed's request cooperate in establishing any security interest or registration that supports DuMed's title under applicable local law. The Customer shall not transfer possession of the Equipment outside its own business premises, nor use it outside the country of delivery, without DuMed's prior written consent. Where multiple items are sold under the same Agreement, retention of title extends to all items until the full purchase price for all of them has been paid.

## 6. Prices, invoicing and payment

6.1 Prices are those set out in DuMed's current price list, the Master Service Agreement or the order confirmation. Prices stated are exclusive of VAT and other taxes. The default payment term for equipment sales is **8 days net** from invoice date; service fees are invoiced per the Master Service Agreement, typically annually in advance. Invoicing is in the currency of the Supplier entity's home jurisdiction (DKK, SEK, NOK or EUR) unless otherwise agreed.

6.2 If payment is not received by the due date, late payment interest accrues automatically from the day after the due date at the current statutory late-payment interest rate applicable in the Supplier's jurisdiction (by May, 2026, the reference rate plus 8 percentage points under the Danish Renteloven, and corresponding statutory rates under the Swedish Räntelag, the Norwegian Forsinkelsesrenteloven and the Finnish Korkolaki). No prior reminder is required.

6.3 In the event of material payment default, DuMed may, by prior written notice giving the Customer a reasonable opportunity to cure, suspend further deliveries and service performance until outstanding amounts are paid in full. The Customer may not withhold payment or set off counterclaims without DuMed's written consent, save for counterclaims that are either undisputed or have been definitively adjudicated by a court of competent jurisdiction. DuMed may at any time request reasonable security for payment where there is legitimate concern about the Customer's ability to pay; the cost of providing such security is for the Customer's account.

## 7. Price adjustment

7.1 **Ordinary indexation.** DuMed adjusts service fees and recurring charges annually with effect from 1 January each year going forward, based on the change in the consumer price index published by the official statistics authority in the Supplier's jurisdiction (Danmarks Statistik, SCB, SSB or Tilastokeskus), measured over the most recent 12-month period for which data is available, and commencing on the first 1 January following the delivery date. Ordinary indexation applies automatically and does not

require separate notice. In the event that the consumer price index ceases to be calculated, DuMed may continue to perform ongoing price-index adjustment based on a comparable benchmark, at DuMed's discretion. **The Customer has no right to terminate the Agreement on the basis of ordinary indexation.**

**7.2 Extraordinary price adjustment.** DuMed may adjust prices beyond ordinary indexation where DuMed deems it justified by material changes in underlying costs, including manufacturer price increases, significant changes in labor costs, regulatory changes, or changes in taxes and duties. Extraordinary adjustments require at least 60 days' prior written notice and take effect no earlier than by the start of the next contract year. If the Customer does not accept an extraordinary adjustment, it may terminate the affected service agreement with effect from the date the adjustment would have entered into force, by written notice given at least 30 days before that date. Within 10 days of receipt of such notice, DuMed may elect to waive the extraordinary price adjustment, whereupon the service agreement shall continue on the existing pricing terms. Price adjustments do not affect invoices already issued.

## **8. Warranty for equipment**

8.1 DuMed warrants that new Equipment is free from material and manufacturing defects for **12 months from delivery**. Used Equipment is supplied "as is" without warranty except for good title, unless otherwise agreed in writing.

8.2 The Customer shall inspect the Equipment on delivery and notify DuMed in writing of any **visible defects within 8 days**. Defects that could not reasonably have been discovered on delivery must be notified without undue delay and within the 12-month warranty period. Failure to notify within these periods bars the claim.

8.3 Where a warranty defect is timely notified, DuMed shall at its choice repair the defect, replace the affected Equipment with equivalent items, or refund the purchase price following return of the Equipment. against return. The Customer is not entitled to rescind the Agreement, claim price reduction or claim damages beyond the remedies in this clause, except as provided in clause 24. If the Customer notifies a defect and it subsequently appears no warranty defect exists, the Customer shall pay for DuMed's work at current hourly rates.

8.4 The warranty does not cover normal wear and tear, consumables, defects caused by misuse or operation outside manufacturer specifications, unauthorized modifications or repairs, defects caused by the Customer's IT environment or third-party equipment, or defects caused by force majeure or external events outside DuMed's control.

## **9. Service obligations**

DuMed provides service, support and maintenance in accordance with the scope agreed in the Master Service Agreement, performed professionally and in accordance with the relevant manufacturer's manuals and applicable regulatory requirements.

## 10. Preventive Maintenance

10.1 DuMed performs Preventive Maintenance in accordance with the manufacturer's manuals and applicable regulatory requirements, planned jointly with the Customer.

10.2 DuMed may reschedule Preventive Maintenance where necessary due to critical operational incidents, safety incidents or regulatory reportable events at other customers, as well as to DuMed service personnel illness or force majeure, and on analogous compelling grounds. Rescheduling does not constitute breach, and the obligation to perform the maintenance remains. DuMed provides a written maintenance report after each visit.

## 11. Corrective Service and Response Times

11.1 Corrective Service is initiated upon the Customer's fault notification to DuMed's designated contact channels.

11.2 The applicable Response Times are those set out in the Master Service Agreement. Where no Response Times are specified, DuMed responds using commercially reasonable efforts.

11.3 DuMed documents each intervention in a service report and performs a post-maintenance functional check before the Equipment is released for use by DuMed.

## 12. Uptime guarantee

12.1 **Calculation.** Uptime is calculated as follows:

$$\text{Uptime (\%)} = (\text{Agreed Operating Time} - \text{Repair Time attributable to DuMed}) \div \text{Agreed Operating Time} \times 100$$

Where "**Agreed Operating Time**" means the Customer's normal operating hours for the Equipment, less scheduled Preventive Maintenance windows; and "**Repair Time attributable to DuMed**" means time within Agreed Operating Time during which the Equipment cannot be used due to a fault for which DuMed is responsible, measured from the Customer's fault notification until functional Equipment is handed back.

12.2 **Exclusions from Repair Time.** The following are expressly excluded from Repair Time and not counted against Uptime:

- (i) waiting time or downtime caused by the Customer's IT environment, network, internal security procedures or lack of working Remote Support access;
- (ii) faults or delays attributable to Third-Party Components, including PACS/RIS systems;
- (iii) unauthorized changes made by the Customer or third parties as defined in clause 14 and 15;
- (iv) spare parts lead times outside DuMed's reasonable control;
- (v) defects in manufacturer software or firmware;
- (vi) force majeure events;
- (vii) periods during which the matter is On Hold under clause 17; and
- (viii) scheduled Preventive Maintenance windows.

**12.3 Remedies for missed Uptime target and Response Times.** If DuMed fails to meet the Uptime target, or persistently fails to meet Response Times under clause 11, the Customer may by written notice request escalation to a joint management meeting, which DuMed shall convene within 10 business days to review the cause and agree remedial actions. If the Uptime target is missed in two consecutive measurement periods or in three measurement periods within any 12-month window, or if Response Times are persistently breached, the Customer may terminate the affected service agreement for cause on 30 days' written notice without penalty, against pro-rata refund of prepaid service fees for the unused period. **No service credits, discounts or other financial compensation are payable for missed Response Times or Up-time targets.** The remedies in this clause 12.3 are the Customer's sole and exclusive remedies for SLA failures.

### **13. Customer obligations**

**13.1 Access.** The Customer shall ensure full and timely access to the Equipment and relevant premises at agreed times, and the availability of a contact person with authority to make operational decisions. If DuMed arrives on-site at a pre-agreed time and cannot perform the intended work due to conditions within the Customer's control (including, but not limited to locked premises, missing personnel, missing access codes, or ongoing clinical use), DuMed may charge a **wasted-visit fee**, travel expenses and time spent in accordance with clause 16. DuMed will, whenever reasonably possible, confirm access arrangements in advance.

**13.2 IT environment and contacts.** The Customer shall ensure that the IT environment in which the Equipment operates meets the specifications and requirements communicated by DuMed. Faults wholly or partly caused by the Customer's IT environment fall outside the service agreement and are handled under clauses 16 and 19. The Customer shall designate operational contact persons authorized to report faults, approve work outside the agreement, and receive notices from DuMed, identified in the Master Service Agreement or notified in writing.

**13.3 Cooperation.** The Customer shall cooperate with DuMed in good faith, including by reporting faults promptly and accurately, providing relevant information, and complying with DuMed's reasonable technical and operational instructions.

### **14. Regulatory allocation of roles and limitation of liability**

**14.1 MDR and national legislation.** The Parties acknowledge that the Equipment supplied under this Agreement may constitute medical devices within the meaning of Regulation (EU) 2017/745 on medical devices ("MDR") and applicable national legislation. Nothing in this Agreement shall be construed as derogating from any mandatory obligations imposed on the Parties under the MDR or mandatory national law.

**14.2 Distributor.** The Supplier acts solely as a distributor, within the meaning of the MDR, regardless of whether the sale or the service is covered by MDR or not, and is not a manufacturer, authorized representative or importer, unless expressly stated otherwise in the Agreement. The Supplier does not change the intended purpose of the Equipment and does not make any modifications to the

Equipment, including hardware, software or configuration, that may affect the Equipment's compliance with the MDR, other than what is necessary for installation and commissioning in accordance with the Manufacturer's documentation. The Customer shall not require, and the Supplier shall not be obliged to perform, any changes that may cause the Supplier to be considered a manufacturer, in contrast to a distributor, under MDR Article 16.

**14.3. installation, commissioning and service.** The Supplier shall perform installation, commissioning and any service covered by this Agreement in accordance with the Manufacturer's then current instructions for use, technical documentation and other written instructions.

The Supplier's liability is limited to defects and damage that can be attributed to the Supplier's own negligent acts or omissions in connection with installation, commissioning or service. The Customer is responsible for the day-to-day use of the Equipment, including ensuring that the Equipment is used, maintained and cleaned in accordance with the Manufacturer's instructions for use and the instructions provided by the Supplier in connection with installation and training.

**14.4. Use, maintenance and unauthorized modifications.** The Customer undertakes to:

- a) ensure that only personnel with appropriate training and instruction operate the Equipment,
- b) comply with the Manufacturer's and the Supplier's instructions regarding preventive and periodic maintenance, calibration, cleaning and testing,
- c) refrain from making any changes to the Equipment, including hardware, software, configuration or integration with other systems, that are not expressly approved in writing by the Manufacturer or the Supplier,
- d) use only spare parts, accessories, consumables and software updates approved by the Manufacturer.

The Supplier shall have no liability for any defect, malfunction, safety issue or regulatory non-compliance that is wholly or partly attributable to the Customer's failure to comply with the above obligations or to the Customer's use of unauthorized spare parts, accessories, consumables or software.

**14.5. Vigilance, incidents and reporting.** The Parties acknowledge that the Supplier has its own obligations under the MDR regarding handling of complaints, incidents and field safety corrective actions.

The Customer shall, without undue delay, notify the Supplier in writing of any incident, malfunction, adverse event or suspected safety issue relating to the Equipment and shall provide the Supplier with access to relevant documentation and information necessary for the Supplier to fulfil its regulatory obligations.

The Customer is responsible for fulfilling its own reporting obligations to the competent authorities under applicable national law. The Supplier does not assume the Manufacturer's vigilance tasks, including trend analysis, preparation of field safety notices or implementation of field safety corrective actions, unless expressly agreed in writing and subject to separate remuneration.

**14.6. Documentation and information.** The Supplier shall provide the Customer with those documents that the MDR and applicable national law require to be made available to the user, including instructions for use, labelling and any publicly available summaries of safety and clinical performance. The Supplier is not obliged to provide the Manufacturer's full technical documentation or other confidential documentation that the Supplier cannot lawfully disclose.

The Customer is responsible for keeping its own operational and service records, logbooks, training records, etc. The Supplier shall keep its own service records to the extent required by law and the Supplier's internal procedures but does not assume a general archiving obligation on behalf of the Customer.

## **15. Remote Support and unauthorized changes**

**15.1 Remote Support.** Functioning Remote Support access is a precondition for DuMed's ability to meet agreed Response Times and Up-time target. The Customer shall establish and maintain Remote Support access per DuMed's technical requirements (such as, but not necessarily limited to, VPN, authenticated remote desktop or equivalent) and make it available during fault handling. **As part of service agreement onboarding, DuMed will assist the Customer in setting up and testing Remote Support access, and provide written documentation of the required configuration.** DuMed will not unreasonably refuse reasonable Customer requests for assistance in re-establishing Remote Support access during the term.

**15.2 Suspension of SLA without working Remote Support.** If Remote Support access is not available for reasons outside DuMed's control, SLA targets and Response Times for the affected matter are suspended until access is restored. DuMed will promptly notify the Customer in writing, stating the reason and the action required to restore access. DuMed may decline to dispatch an on-site technician until necessary remote triage has been performed, and additional travel or waiting time caused by lack of Remote Support is invoiced per clause 16.

**15.3 Unauthorized changes.** The Customer shall not, without DuMed's prior written consent, install, modify or update the operating system, antivirus software, firewall rules, drivers, database components, or DuMed-supplied software on Equipment covered by a service agreement. "Unauthorized changes" means changes to the specific Equipment covered by the service agreement and to software installed on it, and is not referring to the Customer's normal IT operations in its broader environment. Unauthorized changes suspend DuMed's obligations under the service agreement with respect to the affected Equipment or, alternatively, entitles DuMed, at its sole discretion, to terminate the Service Agreement. The Customer bears the risk of faults and data loss resulting from unauthorized changes, any remedial work is invoiced per clause 16, and DuMed disclaims liability for the consequences.

## **16. Work outside the agreement — notification before charging**

16.1 Work, time spent and waiting time that fall outside the scope of the service agreement are invoiced on a **time-and-materials basis** at DuMed's current hourly rates and travel rates. This includes,

but is not limited to, work caused by Third-Party Components, unauthorized changes, Customer IT environment issues, wasted visits, and work performed while the matter is On Hold.

**16.2 Before commencing chargeable work outside the agreement, DuMed will notify the Customer of the expected scope, provide a reasonable estimate of time and cost, and obtain the Customer's confirmation to proceed.** This does not apply where immediate action is required to prevent further damage, safety risks or clinical disruption; in such cases DuMed will inform the Customer as soon as reasonably practicable and document the reason.

16.3 Work outside the agreement does not give the Customer any claim for compensation, price reduction or other remedies against DuMed for the time spent on such work.

## 17. On Hold

17.1 DuMed may place a service matter “**On Hold**” without liability where resolution is temporarily impossible due to: (i) lack of access to Equipment or premises; (ii) lack of working Remote Support access; (iii) inadequate IT preconditions; (iv) awaiting action from PACS/RIS or other third parties; (v) missing regulatory approvals or security clearances; (vi) lack of cooperation from the Customer; or (vii) for any other analogous reason beyond DuMed's reasonable control.

**17.2 DuMed will notify the Customer in writing (email to the designated operational contact) when a matter is placed On Hold, stating the reason and the action required to resume. DuMed will resume work promptly once the blocking condition is resolved.** During On Hold periods, SLA targets, Response Times and Up-time calculations are suspended without this constituting breach. Time spent up to the On Hold determination and any subsequent coordination is invoiced per clause 16.

## 18. Spare parts

18.1 Spare parts are included or excluded according to the Service Level matrix or the specific terms of the Master Service Agreement. DuMed procures and delivers spare parts **promptly using commercially reasonable efforts**, but does not guarantee any specific delivery time; delivery is subject to manufacturer availability, transport conditions, regulatory requirements, and circumstances outside DuMed's reasonable control. Replaced parts become DuMed's property unless otherwise agreed.

18.2 Spare parts classified as dangerous goods (including batteries and accumulators) may require special handling and extended delivery times, and are **excluded from any time commitment**. Additional charges imposed by carriers or authorities for dangerous goods handling are passed through to the Customer at cost.

## 19. Third-Party Components and integrations

19.1 DuMed is not responsible for faults, defects or downtime in Third-Party Components, including customer networks, PACS/RIS systems, operating systems, antivirus software, domain policies, and third-party software not supplied by DuMed.

19.2 On request, DuMed will assist in good-faith troubleshooting of faults that may involve Third-Party Components, invoiced on a time-and-materials basis per clause 16 unless the fault turns out to be within DuMed's responsibility. DuMed may conclude a fault is a "third-party fault" when its investigation establishes the cause cannot be attributed to DuMed's deliveries, and the matter consequently falls outside the service agreement.

## 20. Documentation and evidence

DuMed uses calibrated and traceable measurement equipment for service work where relevant, and documents service work in its standard service reports. DuMed's service reports, system logs and manufacturer diagnostic tool event logs constitute the basis for determining fault cause, time spent and event sequence in any legal dispute, unless the Customer demonstrates material errors therein.

## 21. Confidentiality

21.1 **Mutual obligation.** Each party (the "**Receiving Party**") shall hold in confidence all **Confidential Information** disclosed to it by the other party (the "**Disclosing Party**") in connection with the Agreement. "Confidential Information" means all non-public business, technical, commercial, financial and operational information disclosed by one party to the other, whether orally, in writing, electronically or visually, and whether or not marked as confidential, where a reasonable recipient would understand it to be confidential.

21.2 **Exclusions.** Confidential Information does not include information that is or becomes publicly available other than through a breach of this clause; was lawfully in the Receiving Party's possession before disclosure without any confidentiality obligation; is independently developed without use of the Disclosing Party's Confidential Information; or is rightfully received from a third party without any confidentiality obligation.

21.3 **Permitted use and disclosure.** The Receiving Party shall use Confidential Information solely for the purpose of performing or benefiting from the Agreement, and shall disclose it only to employees, advisors and subcontractors who have a need to know and are bound by written confidentiality obligations substantially equivalent to those in this clause. The Receiving Party shall maintain reasonable technical and organizational security measures proportionate to the sensitivity of the information, and shall notify the Disclosing Party promptly on becoming aware of any unauthorized access or disclosure.

21.4 **Required disclosure.** If the Receiving Party is required by law, court order or regulatory authority to disclose Confidential Information, it shall, to the extent legally permissible, give prior written notice to the Disclosing Party.

21.5 **Return or destruction.** On termination of the Agreement, the Receiving Party shall, at the Disclosing Party's option, return or destroy Confidential Information stored on any media, including paper, in its possession or under its control, subject to legal retention requirements and routine electronic backups.

**21.6 Survival.** The confidentiality obligations shall survive termination of the Agreement for five (5) years, for a longer period if required by law, and indefinitely with respect to trade secrets, for as long as they retain their status as trade secrets. The processing of Personal Data is governed separately by clause 22.

## **22. Data protection (GDPR)**

**22.1 Access to systems containing Personal Data.** In the course of providing services under the Agreement — including Remote Support, on-site Corrective Service and Preventive Maintenance — DuMed may access systems that contain Personal Data, including special categories of Personal Data such as patient health data.

**22.2 Scope of processing.** DuMed processes such Personal Data only to the extent strictly necessary to perform the agreed technical services: diagnostics, fault finding, software updates, performance verification, and similar technical tasks. **DuMed does not export, copy, download or retain Personal Data outside the Customer's systems.**

**22.3 Roles of the parties.** For this processing, **DuMed acts as data processor and the Customer as data controller** within the meaning of the EU General Data Protection Regulation (GDPR) and, for Norway, the Norwegian Personal Data Act (personopplysningsloven).

**22.4 Data Processing Agreement required before access.** The Customer, as data controller, is responsible under the GDPR for providing and proposing a written Data Processing Agreement (DPA) under GDPR Article 28 before DuMed is granted access to systems containing Personal Data. DuMed will review the Customer's proposed DPA and, where it is compatible with DuMed's technical and organizational security measures and does not materially exceed the requirements of GDPR Article 28, accept it. DuMed does not provide DPA templates. DuMed is entitled to decline access to systems containing Personal Data until a DPA acceptable to both parties is signed.

**22.5 Technical and organizational measures.** DuMed maintains appropriate technical and organizational measures under GDPR Article 32, including:

- (a) access controls and authentication for Remote Support connections;
- (b) logging of remote access sessions;
- (c) written confidentiality commitments from personnel with access to Personal Data;
- (d) data protection training for relevant personnel; and
- (e) a sub-processor register made available to the Customer on request.

**22.6 DuMed's own processing of business contact data.** Separately from the processing described above, **DuMed processes the Customer's business contact data** (names, job titles, business email addresses and phone numbers of Customer employees involved in the relationship) as an **independent data controller**, for the purposes of contract administration, service delivery, invoicing, and ordinary business communication, in accordance with DuMed's privacy notice available on the DuMed Group website.

## 23. Intellectual property

23.1 All intellectual property rights in Equipment, software, firmware, documentation, drawings, technical specifications, tools, methodologies and materials supplied by DuMed (“**DuMed Materials**”) remain with DuMed or its licensors. Nothing in the Agreement transfers ownership of any intellectual property rights to the Customer. The Customer receives a **non-exclusive, non-transferable and non-sublicensable license** to use the software supplied as part of the Equipment, solely for the Customer's internal business operations and in accordance with the product documentation and manufacturer license terms, effective for as long as the Customer lawfully possesses the Equipment.

23.2 The Customer shall not copy, reproduce or distribute DuMed Materials except as strictly necessary for lawful use of the Equipment; reverse-engineer, decompile or disassemble software supplied by DuMed except to the extent permitted by mandatory applicable law; disclose drawings, technical documents or other DuMed Materials to third parties without DuMed's prior written consent; or remove or alter any proprietary notices.

## 24. Liability and limitations

24.1 **Liability.** DuMed is liable for damages caused by its performance of the Agreement only where the damage is caused by DuMed's negligence, and only for direct damages as defined in this clause.

24.2 **Liability cap.** DuMed's aggregate liability under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise, is limited in each case to **the purchase price paid by the Customer for the affected Equipment** (for equipment sales) or **the annual service fee payable under the relevant Master Service Agreement** (for service agreements).

24.3 **Exclusion of indirect damages.** DuMed is not liable for any indirect or consequential damages, including without limitation loss of profit, loss of revenue, loss of data, loss of goodwill, loss of business opportunities, or business interruption, regardless of whether such damages were foreseeable.

24.4 **Mandatory law.** Nothing in this clause 24 limits any liability which cannot lawfully be limited under the applicable mandatory law of the Supplier's jurisdiction.

24.5 **Time bar for claims.** Claims against DuMed must be notified in writing within **3 months** of the Customer becoming aware of the circumstances giving rise to the claim, and in any event within **12 months** of the event itself. Claims not notified within these periods are barred, subject to clause 24.4 where longer mandatory statutory limitation periods apply.

24.6 **Third-party claims and indemnity.** If DuMed is held liable to a third party in circumstances where DuMed's liability to the Customer would have been excluded or limited under this clause 24, the Customer shall indemnify DuMed to the same extent, subject to clause 24.4. If a third party makes a claim against either party that may give rise to indemnification, the party receiving the claim shall notify the other party promptly and cooperate in good faith in the defense of the claim.

## 25. Force Majeure

25.1 Neither party is liable for failure or delay in performance caused by circumstances beyond its reasonable control, including war, terrorism, civil unrest, natural disasters, fire, pandemics, government restrictions, cyber incidents, large-scale IT infrastructure failures, strikes and labor disputes (other than those involving only the affected party's own workforce), supply chain disruption, insolvency or failure of subcontractors and manufacturers, and restrictions on energy or transport.

25.2 The affected party shall notify the other party promptly of the force majeure event, its expected impact and duration, and use reasonable efforts to mitigate the impact. Obligations affected by force majeure are suspended for the duration of the event, except that payment obligations for work already performed are not suspended.

25.3 If a force majeure event persists for more than **90 consecutive days**, either party may terminate the affected parts of the Agreement by written notice, without liability, subject to settlement of amounts due for work already performed.

## 26. Termination for cause

Either party may terminate the Agreement for cause by written notice if the other party: (a) commits a material breach not remedied within **30 days** of written notice specifying the breach; (b) becomes insolvent, enters bankruptcy or comparable insolvency proceedings, suspends payments, or enters a reorganization with a material adverse effect on its ability to perform; or (c) in the case of service agreements, persistently breaches SLA obligations in accordance with clause 12.3.

## 27. Consequences of termination

On termination for any reason: outstanding fees for work performed or Equipment delivered become immediately due; Equipment subject to retention of title is returned to DuMed at the Customer's cost unless otherwise agreed; licenses to DuMed software terminate unless perpetual licenses have been expressly granted in writing; each party returns or destroys the other's Confidential Information per clause 21.5; and ongoing service obligations cease subject to any transitional assistance expressly agreed in writing. **Surviving provisions:** clause 5 (retention of title, to the extent any amounts remain unpaid), clause 6 (in respect of amounts due), clause 14 (regulatory allocation of roles and limitation of liability), clause 21 (confidentiality), clause 22 (GDPR), clause 23 (intellectual property), clause 24 (liability), clause 28 (assignment), clause 30 (export controls and sanctions), clause 32 (governing law and venue), and any other clause that by its nature is intended to survive.

## 28. Assignment

DuMed may assign its rights and obligations under the Agreement to any affiliate within the DuMed Group, or to a third party in connection with a corporate reorganization, merger, acquisition or sale of the relevant business, without the Customer's consent, subject to notice to the Customer. The Customer may not assign its rights or obligations without DuMed's prior written consent, which shall not be unreasonably withheld.

## 29. Subcontractors

DuMed may use subcontractors to perform its obligations under the Agreement and remains responsible for their performance as if performed by DuMed itself. For sub-processors under GDPR, the terms of the applicable Data Processing Agreement apply in addition to this clause.

## 30. Export controls and sanctions

30.1 The Customer shall comply with all applicable export control and sanctions laws and regulations, including EU Regulation 2021/821 on the control of exports of dual-use items and the EU's restrictive measures regimes, as well as any corresponding national legislation and any applicable third-country regimes.

30.2 The Customer shall not, without DuMed's prior written consent, resell, re-export, transfer, relocate or otherwise make the Equipment available to any destination, entity or individual subject to EU, United Nations or other applicable sanctions, embargoes or restrictive measures. The Customer shall not use the Equipment, directly or indirectly, for any purpose prohibited by applicable export control or sanctions laws.

30.3 The Customer shall indemnify DuMed against all claims, fines, penalties, losses and reasonable costs arising out of or in connection with the Customer's breach of this clause 30, without regard to the limitations in clause 24 to the extent such limitations would be contrary to mandatory law.

## 31. Notices

Notices under the Agreement shall be in writing. Operational notices (fault reports, service coordination, invoice queries and routine day-to-day communication) may be sent by email to the parties' designated operational contacts. **Formal notices** — including notices of material breach, termination, extraordinary price adjustment under clause 7.2, force majeure under clause 25, and claims under clause 24 — shall be sent by registered letter or by email with confirmed receipt to the parties' designated contract administration contacts.

## 32. Governing law and venue

The Agreement is governed by the law of the country in which the contracting DuMed entity has its registered seat: Danish law and the District Court of Kolding (Retten i Kolding) for **DuMed A/S**; Swedish law and Stockholms tingsrätt (or the district court of the Supplier's registered seat) for **DuMed Sverige AB**; Norwegian law and Oslo tingrett (or the district court of the Supplier's registered seat) for **DuMed Norge AS**; and Finnish law and Helsingin käräjäoikeus (or the district court of the Supplier's registered seat) for **DuMed Finland Oy**. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

### 33. Miscellaneous

**33.1 Entire agreement.** These General Terms, together with the Master Service Agreement, signed annexes, DuMed's quotation and order confirmation, and the applicable price list, constitute the entire agreement between the parties on their subject matter and supersede all prior oral or written understandings. Failure or delay in enforcing any provision is not a waiver of the right to enforce that or any other provision in the future.

**33.2 Amendments.** Any amendment to the Agreement must be in writing and signed by both parties. DuMed may update these General Terms from time to time; updates apply to new agreements on their effective date and, for existing service agreements, from the start of the next contract year following at least 60 days' written notice, without prejudice to the Customer's rights under clause 7.2.

**34.3 Language.** These General Terms are drafted in English. Translations into Danish, Swedish, Norwegian or Finnish may be provided for convenience, but in case of discrepancy between the English version and any translation, **the English version prevails.**

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**END OF GENERAL TERMS AND CONDITIONS — DUMED GROUP**