

General Terms and Conditions of Use Webshop Siemens Healthineers AG - Germany

Valid from December 1, 2023

Preamble

Siemens Healthineers operates a webshop for medical professionals ("Webshop"). The webshop offers healthcare equipment the opportunity to order wear and consumables, reagents and consumables, accessories for medical-technical products as well as ultrasonic systems, POC analysis systems and telematics solutions (hereinafter "Webshop Products").

0. Definitions

In these terms, the following terms have the following meaning:

"Account" means the account of the institution or the individual user who authorises the institution or the individual user to use the Services.

"Account Owner" is the institution or the individual user.

"Administrator" is the person designated by the institution as the administrator for the institution account.

"Individual Affiliated User" is a single user who has an Individual User Account.

"Affiliated Single User Account" is a single user account that has been released by an institution to join an institution account.

"Terms" are the present general conditions for the Siemens Healthineers webshop.

"Individual User" means any person registered in the webshop under a single user account.

"Single User Account" means the account of the institution that entitles you to access and use the Webshop.

"Feedback" has the meaning defined in paragraph 4.2.

"Changed Conditions" have the meaning defined in paragraph 5.1.

"Institution" means the institution, hospital or other legal entity that has registered online for an institution account in the webshop.

"Institutions Account" means the account of the institution that entitles you to access and use the Webshop.

"Terms of Delivery" are the General Terms and Conditions of Delivery of Siemens Healthineers, which are the basis for ordering accessories, spare parts and consumables.

"Registration data" has the meaning defined in paragraph 2.1a.

"Software" has the meaning defined in paragraph 4.1.

"Siemens Healthineers" means Siemens Healthineers AG, Siemensstraße 3, 91301 Forchheim, Germany.

"Webshop" has the meaning defined in the preamble.

1. Scope

- 1.1 These conditions govern the relationship between the account holder and Siemens Healthineers with regard to the use of the webshop.
- 1.2 These terms and conditions do not govern the contractual relationship with respect to a retail contract concluded through the webshop. End-customer contracts are concluded between the account holder and Siemens Healthineers.
- 1.3 Other provisions, in particular general terms and conditions of the account holder, do not apply, regardless of whether they were expressly rejected by Siemens Healthineers or not.

- 1.4 The webshop is made available exclusively to account holders after online registration for use in the context of their professional activities.

2. Accounts and access data

- 2.1 The account holder undertakes to:
 - a. Only provide correct and complete information for registration purposes ("Registration Data") and that this registration data must be kept up-to-date at all times;
 - b. Create only one (1) institution account per institution or (1) individual user account per individual user;
 - c. Not to use pseudonyms or artist names;
 - d. at the request of Siemens Healthineers to provide sufficient evidence for the verification of registration data;
 - e. Keep the access data carefully and protect it from unauthorized access;
 - f. Do not pass on the access data to third parties or to Siemens Healthineers; And
 - g. Not to bypass or expose the authentication or security of the web shop or a host, network, or account associated with it.
 - 2.2 The requirements of clause 2.1 apply to all individual user accounts and the institution ensures that these requirements are met for each individual user account. Siemens Healthineers is entitled to block access to the respective account in the event of a violation or alleged violation.
 - 2.3 The Institution is responsible for all content and information that is published, transmitted or otherwise disclosed, as well as for any other act or omission within the framework of its account or an affiliated individual user account.
 - 2.4 The Institution accepts and agrees that any contractual declaration made under an Institution Account or under an Individual User Account is made on behalf of the Institution and is contractually binding on the Institution.
 - 2.5 The institution is responsible for the appointment of an administrator and the management of the respective individual user accounts, including the permissions with respect to the individual user accounts. The permissions regarding the individual user accounts can be changed by the administrator at any time in order to be able to comply with the institution's internal requirements.
 - 2.6 The account holder can request the deletion of his account by notifying Siemens Healthineers. The date of deletion shall be agreed by mutual agreement.
- ### 3. Webshop
- 3.1 Siemens Healthineers provides the account holder with the possibility to order webshop products on the basis of the delivery conditions via the webshop. Section 312i paragraph 1 sentence 1 No. 1-3 BGB does not apply to orders made via the webshop.
 - 3.2 The webshop offers the possibility to accept the delivery conditions online. By clicking on the acceptance button, the account holder declares to Siemens Healthineers an offer to order the selected products. The contract is concluded upon receipt of the order confirmation by Siemens Healthineers.
 - 3.3 Siemens Healthineers will make commercially reasonable efforts to (i) ensure the security of the Webstore, (ii) the download, the technical licensing mechanisms (iii) to prevent unauthorized third-party access to the Webstore and (iv) ensure the availability of the webstore. The webshops are accessed at the

WAN starting point of the data center used by Siemens Healthineers. Siemens Healthineers is neither directly nor indirectly responsible or liable for the unavailability of the web shop caused by circumstances beyond the control of Siemens Healthineers, including, but not limited to, force majeure, government intervention, floods, fires, earthquakes, riots, acts of terrorism, strikes (except those affecting Siemens Healthineers employees), or outages or delays of Internet or cloud service providers. In the event of planned downtime, Siemens Healthineers will announce this as soon as possible.

4. Ownership; Feedback

- 4.1 Siemens Healthineers and/or its licensors own all rights and titles in the Webshop and the Software provided to the Account Holder in connection with the Webshop ("Software", including all intellectual property rights contained therein, whether registered or not, and regardless of where in the world they exist. The webshop contains protected and confidential information that is protected by applicable intellectual property and other laws. Neither the institution nor third parties receive any express or implied rights in or in any part of the webshop.
- 4.2 If the Account Holder submits suggestions for improvement in connection with the webshop ("Feedback", Siemens Healthineers is entitled to use feedback at its sole discretion and without limitation.

5. Changes to the terms and conditions

- 5.1 Siemens Healthineers may restrict, modify or reduce the services offered under these Terms or modify these Terms at any time by providing an amended version of the Terms ("Modified Terms") in accordance with Section 5.2.
- 5.2 Siemens Healthineers will notify the account holder at least six (6) weeks before a material change in the terms and conditions by means of an email or a pop-up window in the webstore. In the event of a material change, the Account Holder is entitled to terminate his account within six (6) weeks of receiving notification of the Amended Terms.
- 5.3 Siemens Healthineers reserves the right, at its sole discretion, to make insignificant changes. The Modified Terms are accessible via the corresponding link in the webstore.

6. Limitation

- 6.1 Siemens Healthineers' liability for damage caused by slight negligence, regardless of the legal basis, is limited as follows:
- Siemens Healthineers shall be liable for the breach of essential contractual obligations up to the amount of the foreseeable damage typical of the contract;
 - Siemens Healthineers shall not be liable in the event of a slightly negligent breach of other due diligence obligations.
- 6.2 The above limitations of liability do not apply to mandatory legal liability, in particular to liability under the Product Liability Act and liability for culpably caused damage resulting from injury to life, body or health. Furthermore, these limitations of liability do not apply if and to the extent that Siemens Healthineers has assumed a certain guarantee or because of the violation of essential contractual obligations.

- 6.3 Paragraphs 6.1 and 6.2 apply accordingly to Siemens Healthineers' liability for futile expenses.

- 6.4 The account holder is obliged to take appropriate measures to avert and mitigate damages.

- 6.5 In order to protect the webshop from cyber threats, it is necessary that the account holder implements and continuously maintains a holistic security concept for his IT infrastructure, which is in keeping with the latest state of the art. In addition, the account owner supports Siemens Healthineers in protecting against cyber threats. This means, in particular, that the account holder himself or ensures that individual users of the individual

- Connect systems to the webshop that do not meet current security requirements;
- use the webshop in a way that compromises the security of the webshop or the Siemens Healthineers IT infrastructure
- data that contains viruses or Trojan horses or other programs that affect the webshop or Siemens Healthineers IT infrastructure.

7. Messages

- 7.1 Notifications to the institution are sent by e-mail or as a notification in the webshop.
- 7.2 Unless otherwise stated, the account holder's communications must be sent to Siemens Healthineers by e-mail to service.healthcare@siemens.com.

8. Other provisions

- 8.1 The law of the Federal Republic of Germany shall apply, irrespective of conflict-of-law rules.
- 8.2 The exclusive place of jurisdiction is Munich.
- 8.3 The Account Holder may not assign any of its rights or obligations under this Agreement without the prior written consent of Siemens Healthineers, either by law or otherwise. Notwithstanding the foregoing, Siemens Healthineers may, to the extent permitted by law, assign rights and obligations in connection with the Terms to its Group Company, in whole or in part, without the institution's consent, or in connection with a merger, acquisition, business creation or sale of all or substantially all of its assets that do not involve a direct competitor to the institution. Subject to the foregoing, these Terms shall be binding and effective for the parties, their respective successors and permitted assigns.
- 8.4 If any provision of these Terms is held to be invalid or unenforceable in any way, the remaining provisions shall remain in full force and effect.