

Siemens Healthineers Webshop Terms of Use ("Terms")

Preamble

Siemens Healthineers operates a Webshop for medical professionals ("Webshop"). The Webshop provides for institutions from the healthcare sector the possibility to purchase certain Siemens Healthineers' products, solutions and services for medical equipment.

0. Definitions

In this document the following terms shall have the meaning set out below:

"Account" shall mean the account of the Institution or the Individual User entitling the Institution and/or the Individual User to use the Webshop

"Account Owner" shall mean the Institution or Individual User respectively

"Administrator" shall mean the person appointed by an Institution as administrator of the Institution Account.

"Affiliated User" shall mean an Individual User owning an Affiliated User Account.

"Affiliated User Account" shall mean an Account that an Administrator of an Institution elects to affiliate to an Institution Account.

"Feedback" shall have the meaning as defined in section 4.2.

"Individual User" shall mean any individual registered on the Webshop under a User Account.

"Institution" shall mean the institution, hospital, medical praxis or other legal entity registered on the Webshop under an Institution Account.

"Institution Account" shall mean the Account of an Institution entitling the Institution to the use Webshop.

"Registration Data" shall have the meaning as defined in section 2.1a.

"Revised Terms" shall have the meaning as defined in section 5.1.

"Software" shall have the meaning as defined in section 4.1.

"Purchase Terms" shall mean the terms and conditions agreed between the Institution and Siemens Healthineers, governing commercial transactions.

"Siemens Healthineers" shall mean Siemens Healthineers AG, Siemensstraße 3, 91301 Forchheim, Deutschland.

"Terms" shall mean these Siemens Healthineers Webshop Terms of Use.

"User Account" shall mean the Account of an Individual User entitling the Individual User to use the Webshop.

1. Scope

1.1 These Terms together with Siemens Healthineers terms of use govern the relationship between the Account Owner and Siemens Healthineers regarding the use of the Webshop.

1.2 These Terms do not govern the contractual relationship relating to any purchases. The Purchase Terms will be concluded separately between the Account Owner and Siemens Healthineers.

1.3 Any other provisions, in particular any general terms and conditions of the Institution, shall not be effective, irrespective of whether they have been explicitly rejected by Siemens Healthineers or not.

1.4 The Webshop is provided exclusively for Account Owner upon online registration, for use in the course of professional activities.

2. Accounts and Access Credentials

2.1 The Account Owner shall:

- a. Provide only accurate and complete information for registration purposes ("Registration Data") and keep such Registration Data up to date at any time;
- b. Not use pseudonyms or pen names;
- c. Provide adequate proof to verify the Registration Data if so requested by Siemens Healthineers;
- d. Carefully store access credentials and protect them from unauthorized access;
- e. Not share access credentials with any third party or with Siemens Healthineers; and
- f. Not circumvent or disclose the authentication or security of the Webshop or any host, network, or account related thereto.
- g. If an Institution Account shall be created only establish one (1) Institution Account per Institution;

2.2 The requirements of Section 2.1 shall apply accordingly to all Affiliated User Accounts and the Institution shall procure that such requirements shall be met for any Affiliated User Account. In case of a violation or a suspected violation, Siemens Healthineers is entitled to disable access to the respective Account.

2.3 The Institution shall be responsible for any content and information posted, submitted or otherwise disclosed, and for any other act or omission under its Account or under any Affiliated User Account.

2.4 The Institution accepts and agrees that any contractual declaration made under an Institution Account or under an Affiliated User Account is made on behalf of the Institution and shall be contractually binding upon the Institution.

2.5 The Institution shall be responsible for the appointment of an Administrator and the administration of any Affiliated User Account including the permissions assigned to such Affiliated User Account. The permissions of the Affiliated User Account can be changed at any time by the Administrator of the Institution to ensure compliance with Institution's internal rules and responsibilities.

2.6 The Account Owner can request deletion of its Account by requesting deletion by sending notice to Siemens Healthineers or in the settings of his/her Account. Siemens Healthineers will upon receipt of such request contact you and align the date of deletion.

3. Webshop

3.1 Through the Webshop, Siemens Healthineers provides for Account Owner the possibility to purchase certain Siemens Healthineers' products, solutions and services for medical equipment subject to Purchase Terms, e.g. accessories, wear and tear parts and consumables. Section 312i para 1 sentence 1 numbers 1-3 of the German Civil Code (BGB) does not apply to orders placed through the webshop.

3.2 The Webshop provides for functionality enabling online acceptance of Purchase Terms. By clicking on the acceptance button or comparable the Account Owner submits to Siemens Healthineers an offer to purchase the selected products which may be accepted by Siemens Healthineers. A contract will only be concluded upon acceptance by Siemens Healthineers of the offer made by the Account Owner.

3.3 Siemens Healthineers will use commercially reasonable efforts to:

- a. provide for the security of the Webshop,
- b. enable the download and technical licensing mechanisms

- c. avoid unauthorized access of third parties to the Webshop and
- d. provide for the availability of the Webshop.

Access to the Webshop is provided at the WAN exit point of the data center used by Siemens Healthineers or any of its subcontractors. Siemens Healthineers shall not be responsible or liable, directly or indirectly, for any unavailability of the Webshop caused by circumstances beyond Siemens Healthineers reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, hacking by third parties, measures taken to mitigate vulnerabilities, civil unrest, acts of terror, strikes or other labor problems (other than those involving Siemens Healthineers employees), or internet or cloud service provider failures or delays. In the event of planned downtimes, Siemens Healthineers will provide prior notice as soon as reasonably feasible.

4. Ownership; Feedback

4.1 Siemens Healthineers and/or its licensors own all legal rights, titles and interests in and to the Webshop, and any software provided to the Institution in connection with the Webshop ("Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. The Webshop contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Neither the Institution nor any third party shall obtain any express or implied rights in or to any part of the Webshop.

4.2 If the Account Owner communicates suggestions for improvements relating to the Webshop ("Feedback"), Siemens Healthineers shall be entitled to use Feedback at its discretion and without restriction.

5. Modifications

5.1 Siemens Healthineers may restrict, alter or reduce any of the services provided under these Terms, or modify these Terms at any time by providing a revised version of the Terms ("Revised Terms") in accordance with section 5.2 below.

5.2 Siemens Healthineers will give the Institution at least six (6) weeks' notice of any material modification of the Terms by sending an email or presenting a notification, e.g. a pop-up on the Webshop.

5.3 Siemens Healthineers reserves the right to make non-material modifications at its own discretion. The modified Terms will be accessible by following a link in the Webshop.

6. Limitation of Liability

6.1 Siemens Healthineers' liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:

- a. Siemens Healthineers shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;
- b. Siemens Healthineers shall not be liable due to a slightly negligent breach of any other duty of care applicable.

6.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Siemens Healthineers has assumed a specific guarantee.

6.3 Sections 6.1 and 6.2 shall apply accordingly to Siemens Healthineers liability for futile expenses.

6.4 The Institution shall be obliged to take adequate measures to avert and reduce damages.

6.5 In order to protect the Webshop against cyber threats, it is necessary that the Account Owner implements – and continuously maintains – a holistic, state-of-the-art security concept protecting its IT infrastructure. The Account Owner shall also support Siemens Healthineers in protecting against cyber threats. This means the Account Owner shall particularly not and shall make sure that Individual Users do not

- a. connect systems to the Webshop that do not comply with state of the art security policies or
- b. use the Webshop in a way that impairs or disrupts the integrity of the Webshop or Siemens Healthineers IT infrastructure or
- c. transmit any data containing viruses, Trojan horses or other programs that may damage or impair the Webshop or Siemens Healthineers IT infrastructure.

7. Notices

7.1 Notices to the Account Owner will be provided by email or as notification within the Webshop.

7.2 Unless otherwise stated, the Account Owners' notices to Siemens Healthineers shall be sent by email to service.healthcare@siemens.com.

8. General Provisions

8.1 These Terms shall be governed by the laws of the Federal Republic of Germany, excluding conflict of laws provisions.

8.2 Exclusive place of jurisdiction shall be Munich.

8.3 The Account Owner may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Siemens Healthineers. Notwithstanding the foregoing, to the extent permitted by law, Siemens Healthineers may assign rights and obligations relating to the Terms in whole or in part, without the Institution's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the Institution. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.4 If any of the provisions of these Terms are held to be invalid or unenforceable in any respect, the remaining provisions shall remain in full force and effect.