

General Terms and Conditions of Sale

(valid from December 01, 2025)

1 SCOPE AND CONCLUSION OF CONTRACT

- 1.1 These General Terms and Conditions of Sale ("**GTC**") shall apply to all business relationships between Greiner Brasil (GREINER"), and their Customers ("**Customer**") regarding the delivery of goods or services (the "**Products**"). A complete list of GREINER companies can be found under the following link: <https://www.greiner.com/en/greiner-group/locations/overview-of-all-locations/>. These GTC apply to all current and future contracts with Customers, even if they are not expressly referred to.
- 1.2 Any deviation from or amendment to these GTC or any contract shall be effective only if signed in writing by an authorised representative of each party and shall only apply to the respective transaction. Failure to enforce a provision shall not be deemed as a waiver of that provision. Any deviating or conflicting terms and conditions proposed by the Customer shall only apply if expressly accepted in writing by GREINER.
- 1.3 GREINER may unilaterally amend these GTC at any time. Such amendments shall be communicated by sending or publishing the updated GTC at the following internet addresses: GBO (<https://www.gbo.com/en-at/terms-conditions/>), and shall be deemed accepted on the date of transmission or publication, unless the Customer expressly objects within 14 days.
- 1.4 All offers from GREINER (including price lists) are subject to change without notice unless expressly agreed otherwise in writing. An offer subject to these GTC shall only become effective upon written confirmation or upon execution of the respective order by GREINER (the "**Acceptance**"). Emails also meet the written form requirement. For the purposes of this provision, the written form requirement shall be complied with if signed documents are (simply) electronically signed and transmitted (e.g. DocuSign, Adobe Sign, Qualisign). Any amendments or additions to the contract shall require written confirmation by the authorised representatives of both parties. The contents of any brochures or advertising materials used by GREINER – specifically including dimensions, weights, product characteristics, services, prices, and similar information – shall only form part of the contract if expressly agreed in writing.
- 1.5 With respect to GREINER, only the GREINER company named in the offer or Acceptance shall be the sole contracting party.
- 1.6 All instructions contained in GREINER's brochures, user manuals, or other product documentation, as well as the defined use ("**Intended Use**"), must be strictly observed. Any use or handling of the Products that deviates from the Intended Use, as well as any combination with other products and/or substances, is prohibited without prior written consent from GREINER. GREINER assumes no liability for any such unauthorised use.
- 1.7 GREINER reserves the right to modify the Products at any time and in any manner it considers necessary or appropriate, at its reasonable discretion. Such modifications shall be deemed accepted by the Customer. GREINER shall have no obligation to exchange, replace, alter, or modify any Products already sold to the Customer.

2 DELIVERY CONDITIONS AND CONTRACT PERFORMANCE

- 2.1 Unless expressly agreed otherwise, the place of performance shall be the delivering plant or the location specified in the offer.
- 2.2 Delivery dates shall be considered non-binding unless a specific delivery date has been agreed in writing. Such a date shall be deemed met if the Products have been shipped or made available for collection on time.
- 2.3 In the event of a delivery delay, the Customer must grant GREINER a written grace period of at least four (4) weeks. Withdrawal from the contract shall only be permitted if the grace period expires without result. Compensation for delay shall only be granted in cases of intent or gross negligence on the part of GREINER.
- 2.4 A failure or delay by the Customer to accept delivered Products by GREINER shall not release the Customer from its payment obligation. GREINER may store the Products at the Customer's risk and expense. If a request for collection remains unsuccessful, GREINER shall be entitled to destroy or otherwise utilise the Products at the Customer's expense. Insurance shall only be provided upon request and upon the Customer's express request and subject to prior acceptance of all associated costs.
- 2.5 GREINER reserves the right to make partial deliveries and provide partial services at any time, and may issue partial invoices accordingly. The Customer shall be duly informed. The allocation of Products, batches, and/or lots shall be at the sole discretion of GREINER.

- 2.6 In the event of imminent consequences under civil or criminal law due to the delivery by the carriers, GREINER has the right at any time to suspend deliveries or cancel them completely. In such cases, the Customer will not be entitled to compensation.
- 2.7 GREINER is not bound by any future delivery obligation due to the single or continuous delivery of Deliveries to the Customer.
- 2.8 GREINER may engage third parties without restriction to fulfil the contract.
- 2.9 The Customer is obliged to dispose of the packaging properly. Transport packaging from GREINER will be disposable packaging – excluding reusable loading equipment such as Euro pallets, IPPC pallets, GREINER medium plastic pallets or GREINER folding boxes – that may not be returned to GREINER. The Customer shall be responsible for properly disposing of such packaging at its own expense. If the Customer fails to return reusable loading equipment to GREINER, GREINER shall be entitled to charge a standard fee per reusable loading equipment, plus a handling fee.

3 RESERVATION OF TITLE

- 3.1 GREINER reserves its title to the Products ("**Reserved Goods**") until full payment of the purchase price and all associated costs, interest, and charges relating to the specific Reserved Goods. Any processing or treatment of the Reserved Goods shall be carried out for GREINER as the manufacturer, but without creating any obligation for GREINER. If Reserved Goods are combined or mixed with third-party property, joint ownership shall arise. The Customer shall keep this property safe custody and free of charge.
- 3.2 Claims of the Customer arising from the resale of the Reserved Goods shall be assigned to GREINER until full payment for the Reserved Goods. Collection of the assigned claim by the Customer shall be carried out in trust for GREINER. GREINER has shall have the right to collect the claim directly from the third-party buyer, who must be identified by the Customer. The Customer is obliged to inform the third-party buyer of the assignment of the claim.
- 3.3 The Customer may neither pledge nor assign the Reserved Goods by way of security, but is entitled to dispose of these Reserved Goods – even if further processed – in the ordinary and proper course of business. GREINER must be informed immediately of any seizure or confiscation.
- 3.4 The Customer shall insure the Reserved Goods at its own expense against usual risks and treat them with care. The Customer assigns to GREINER any insurance or compensation claims arising from the destruction or damage of the Reserved Goods.
- 3.5 If the Customer is in default of payment of the purchase price in whole or in part, GREINER shall be entitled to demand the return of the Reserved Goods after a single unsuccessful grace period. This shall apply even if GREINER has not withdrawn from the respective contract subject to these GTC.
- 3.6 Withdrawal shall only be deemed to have occurred upon an express declaration. To the extent permitted by law, GREINER may charge the incurred costs as well as a handling fee of ten percent (10%) of the purchase price in the event of a return, unless otherwise stipulated.
- 3.7 The risk of loss, damage, or deterioration of the Reserved Goods shall be borne by the Customer.

4 PRICES, PAYMENT TERMS AND INVOICING

- 4.1 Unless otherwise agreed in individual cases, all prices and charges are net prices exclusive of any statutory value-added tax and other taxes or duties, as well as exclusive of packaging surcharges, transportation costs, and any processing fees that may be incurred. Any withholding tax to be borne by GBO shall, in all cases, be borne by the Client.
- 4.2 Any discount granted by GREINER shall apply solely to the expressly agreed service or delivery. No legal claim may be derived by the Customer from such discount.
- 4.3 Invoices can be sent by or electronically (for example, by e-mail).
- 4.4 All changes must be communicated in writing. Unless otherwise agreed in writing, payment shall be due within thirty (30) calendar days from the invoice date, without deductions and free of charges, to the account designated by GREINER.
- 4.5 Objections to invoices must be raised within thirty (30) calendar days of the invoice date; otherwise, they are deemed accepted. Invoice amounts will be paid in accordance with the current commercial policy, except for deadlines agreed upon in a specific contract with the Client. All changes must be communicated in writing.

- 4.6 Payment shall only be considered effected once the full amount has been irrevocably credited to GREINER's designated account.
- 4.7 Rights of set-off and retention only apply to claims of the Customer that have been acknowledged in writing or established by final legal judgement.
- 4.8 In the event of late payment or a deterioration in creditworthiness, GREINER may, without prejudice to any further rights, (i) withhold deliveries or terminate contracts, (ii) demand advance payments or securities, (iii) charge default interest of 12% p.a. and a fine of 2% on the overdue amount or, if higher, (iv) charge corresponding credit acquisition costs. In addition, the Customer shall bear all costs associated with debt collection.
- 5 TAX PROVISIONS**
- 5.1 Tax exemptions for export deliveries are only possible if the legal requirements are met.
- 5.2 The contracting partner is obliged to send GREINER, without being requested and without delay, all (transport) receipts, documents and certificates in the appropriate form and, upon request, to present other written, electronic and verbal declarations that are prerequisites for obtaining a tax-exempt shipment.
- 5.3 If the contracting partner fails to comply with its obligations in accordance with the point above, GREINER may charge the legal tax, possibly interest for late payment and penalties for immediate delay with the purchase price or subsequently. GREINER shall be fully indemnified and exempt from liability for any resulting losses and damages; In particular, in the event of verification by the tax authority and subsequent refusal by the authorized tax authority, the contracting partner shall immediately pay the value-added tax subsequently and separately charged by GREINER, possibly including interest for late payment and penalties.
- 6 INTELLECTUAL PROPERTY**
- 6.1 The Customer acknowledges that all intellectual property rights to the Products, developments, designs, engineering, samples, patents, trademarks, know-how, and the like (whether registered or not) remain with GREINER – even in the case of joint development. No license is granted. The Customer shall not process, analyse, reproduce, or imitate the Products without GREINER's prior written consent. The Customer shall not have the right to use GREINER trademarks, use them outside of the Intended Use and/or other Instructions, modify them, solicit them, or include GREINER trademarks without the explicit written permission of GREINER.
- 6.2 GREINER's intellectual property may not be used to manufacture spare or replacement parts by the Customer or third parties commissioned by the Customer.
- 6.3 The Customer guarantees that any materials, information, or Products provided by it or manufactured according to its specifications do not infringe the rights of third parties. This also applies to modifications made by GREINER and approved by the Customer. GREINER has no obligation to inspect or warn about provided materials and data. In the event of third-party claims due to actual or alleged infringement of intellectual property rights, the Customer shall fully indemnify and hold GREINER harmless. This includes, in particular, direct and indirect damages, lost profits, reputational damage, as well as all costs and legal expenses. If such claims are asserted by third parties, GREINER shall be entitled to immediately cease delivery and withdraw from the contract without granting a grace period.
- 6.4 The provisions of this Clause 6 shall continue to apply even after termination of the contract.
- 7 WARRANTY**
- 7.1 GREINER guarantees contractual delivery in accordance with the agreed specifications or the product sample.
- 7.2 Further warranties, in particular with regard to marketability, suitability for specific purposes, compliance with standards of countries other than the country of registered office of the GREINER company with which the contract was concluded, or freedom from intellectual property rights, are excluded – even if GREINER has proposed changes to drawings or samples.
- 7.3 GREINER shall not be liable for errors in documents provided by the Customer to clients or users, even if these were authorised or approved by GREINER.
- 7.4 GREINER will not be liable for products if, at the time of contract formation, the Customer knew or should have known of such a defect or material breach.
- 7.5 GREINER will not be liable for any use of the Delivered Products outside of their Intended Use and/or other Instructions.
- 7.6 GREINER does not guarantee that the products are free from third-party intellectual property rights and/or do not infringe third-party rights. GREINER will not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any litigation expenses and attorneys' fees related to an infringement (alleged or actual) of third-party intellectual property rights through any use of the products.
- 7.7 The Customer must immediately check the products upon receipt of delivery. The Customer will not be entitled to any compensation for non-conforming deliveries if they do not notify GREINER immediately after having or should have discovered the non-conformity or a defect, specifying the nature of the breach of contract. The Customer shall notify GREINER within a maximum period of 48 (forty-eight) hours after delivery.
- 7.8 In the event of non-conforming deliveries, the Customer shall provide GREINER with a reasonable curing period to fulfill its duties.
- 8 LIABILITY**
- 8.1 GREINER will be liable for its own fault and for the fault of third parties it represents, provided that its fault is duly proven.
- 8.2 GREINER shall not be liable, in particular, for: loss of profit, production downtime, business interruption, data loss or third-party claims, indirect or consequential damages, financial losses, damages due to the infringement of third-party intellectual property rights, damages resulting from any modifications to and/or improper use of Products or documentation by the Customer.
- 8.3 Mandatory statutory claims, in particular in cases of injury to life, body, or health, as well as cases in which GREINER is subject to broader statutory liability, are excluded from this limitation of liability.
- 8.4 Claims for damages against GREINER shall become time-barred six (6) months after the date on which the damage and the damaging party become known. Assignment of claims for damages is excluded.
- 8.5 The Customer waives any recourse claims arising from product liability and shall indemnify and hold GREINER harmless in this regard.
- 8.6 Joint and several liability with other GREINER companies is excluded. Contractual claims may only be asserted against the GREINER entity with which the contract was concluded.
- 8.7 The Customer undertakes to indemnify and hold GREINER and its affiliated companies (including their executive officers, members of corporate bodies, shareholders, partners, freelancers, and subcontractors) harmless from all claims, liabilities, demands, compensation claims, and expenses (inter alia reasonable legal fees and litigation costs) arising directly or indirectly from third-party claims in connection with the
- improper or unauthorised use of the Products delivered to the Customer,
 - unlawful handling or negligent or intentional mishandling by the Customer of the Products delivered to the Customer or further to third parties,
 - a failure to exclude or limit GREINER's liability or recourse in the manner set forth in these GTC or any contract subject to these GTC (except to the extent that such liability or recourse cannot be excluded or limited under applicable law), or
 - the use or further distribution of the Products in violation of the provisions of these GTC or any contract subject to these GTC. Upon request, proof of liability insurance must be provided.
- 9 PROVISIONS APPLICABLE TO CUSTOMERS OF GBO**
- 9.1 Documents submitted
- The Customer is obliged to comply with all documents provided to it and may not modify them. Where a contractual territory has been defined, use is permitted only within that territory. The Customer is responsible for informing any additional users. GREINER shall not be liable for incorrect and/or insufficient information contained in technical documents, product descriptions, sales brochures, usage instructions, or other documents prepared or distributed by the Customer for resale purposes – even if approved or authorised by GREINER, as such approval relates solely to layout and corporate identity. If a translation of the Instructions for Use (IFU) is required, GREINER shall provide it.

10 PROVISIONS APPLICABLE TO CUSTOMERS OF GBO WHO ARE ALSO DISTRIBUTORS¹

10.1 The Customer shall adhere to the obligations it has based on its role as economic operator stipulated in Regulation (EU) No. 2017/746 ("IVDR") and Regulation (EU) No. 2017/745 ("MDR") and/or any local regulation (such as but not limited to Art 10a MDR).

10.2 Monitoring and reporting system for distributors of medical devices

The Customer is aware of the necessity of a Post-Market Vigilance Reporting System for all Products. A vigilance system aims at improving the protection of the health and safety of the patient or the user.

The Customer is obliged in the event of an incident (definition according to Article 2 section 64 of MDR and Article 2 section 67 of IVDR and local law), as well as in case of any information in relation to post-market surveillance, to forward information to GREINER immediately.

The Customer will inform GREINER in advance before any communication is done with a competent authority and will keep GREINER updated in case of direct communication with the competent authority.

10.3 Recall system for medical devices.

The Customer is aware of the fact of the necessity of a Post-Market Recall System for all Products.

The Customer is responsible to inform its clients by means of a field safety notice provided by GREINER.

The receipt and understanding of the field safety notice has to be confirmed by clients of the Customer via E-Mail to the Customer within ten (10) calendar days. Otherwise, the client of the Customer has to be informed again. In case a second reminder proved ineffective, the Customer is obliged to reach out to its clients by other means and document them accordingly (e.g. phone calls, site visits, etc) and keep GREINER informed accordingly.

10.4 Traceability

The Customer is aware of the fact that GREINER is obliged to trace each individual Product to the end consumer in accordance with MDR, IVDR and Good Manufacturing Practice ("GMP") for manufacturers.

The Customer is obliged to keep records in order to be able to trace each individual Product sold by GREINER to the Customer. The Customer has to keep such records for a minimum period of ten (10) years after the last Product covered by the EU declaration of conformity has been placed on the market.

The Customer shall upon request of GREINER allow and enable reasonable inspections of records, kept either by the Customer or its clients, by GREINER and/or a competent authority/notified body. The Customer shall assist GREINER in this respect. Such inspections may be executed in any manner GREINER considers necessary and advisable.

11 CONFIDENTIALITY

11.1 All information disclosed by GREINER to the Customer or otherwise made available to the Customer in the course of the contractual relationship ("**Confidential Information**") shall be deemed confidential unless expressly marked as non-confidential or is clearly not of a confidential nature – for instance, if it is already publicly available. All rights to the Confidential Information remain with GREINER.

11.2 Confidential Information may only be used for the performance of the contract and shall not be disclosed to third parties without prior written consent. Exceptions apply solely to information that was lawfully known prior to disclosure, publicly accessible, or lawfully received from third parties.

11.3 The confidentiality obligation shall survive the termination of the contract. Confidential Information must be destroyed upon request or at the latest upon termination of the contract, to the extent legally possible. Any publication requires prior consent of GREINER.

12 DATA PROTECTION

12.1 The parties undertake, whenever applicable, to act under this Agreement in accordance with current legislation, in particular Law No. 13.709/2018 - General Law on the Protection of Personal Data ("LGPD") on the protection of personal data, and the determinations of regulatory/supervisory bodies on the matter. In this regard, the Client shall only process personal data in accordance with the instructions provided by GREINER. The Client may process data through sub-operators, and assumes full responsibility for any and all damages

arising from the data processing carried out by them, being responsible for the payment of any compensation, including

12.2 The Client acknowledges that, within the scope of the cooperation, in particular for the execution, administration and invoicing of the contract, GREINER collects, processes and stores personal data of the Client or third parties involved, as well as their contacts, in accordance with the laws, regulations and other applicable legal provisions regarding data protection. When necessary from an organizational standpoint, such data may be transferred to affiliated companies or third parties acting as processors.

12.3 Detailed information regarding the categories of data, purposes of processing, legal basis, etc., is outlined in the Privacy Notice – available in the currently valid version on the respective homepage of the GREINER <https://www.gbo.com/en-at/data-privacy>;

12.4 If the delivery or service of the Customer also constitutes data processing on behalf of GREINER, the Customer and GREINER shall additionally enter into a written data processing agreement that complies with the requirements of applicable data protection laws, regulations, and other provisions, and at a minimum contains the elements required under Article 7 of the LGPD.

13 COMPLIANCE

13.1 The Customer undertakes to comply with the currently valid version of the Greiner Code of Conduct, available at https://www.greiner.com/fileadmin/CONTENT/Greiner/PDFs/EN/Greiner_Code_of_Conduct.pdf, as well as all applicable laws and regulations of those countries that are relevant for the contractual service. This includes, in particular, the applicable antitrust, competition, anti-corruption and data protection laws and, in any case, the US Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010, as amended from time to time.

13.2 If the Customer has its own code of conduct, GREINER shall be free to approve the equivalence of this code of conduct instead of the Greiner Code of Conduct in advance in writing (by e-mail).

13.3 If the Customer becomes aware of a breach of the aforementioned provisions, it must inform GREINER immediately in writing and cooperate in the investigation of the breach at its own expense. The GREINER whistleblowing platform <https://www.tell-greiner.com/Home/Start> is also available as a reporting channel.

13.4 Neither the Customer nor the persons acting on its behalf, in particular executives, board members, employees or representatives, may accept unauthorized payments and/or gifts in direct or indirect form or make or even offer them to third Parties, including their executives, board members, employees or representatives or to public officials, representatives of a government agency or authorities or to political Parties or their candidates. The Customer undertakes to ensure that its own Customer or subcontractors comply with at least comparable principles.

13.5 GREINER reserves the right to audit compliance with the Code of Conduct and all relevant laws itself or through an independent third Party, whereby the business secrets of the Customer shall be protected. GREINER shall bear the costs for this.

13.6 In the event of non-compliance, GREINER may terminate the contract in writing (by email) with immediate effect. The assertion of any claims for damages or other claims by the Customer shall be excluded in this case.

14 SANCTIONS

14.1 Both Parties are aware that sanctions and/or embargoes or the like ("**Measures**") may apply to territories, countries, legal entities and/or natural persons under various jurisdictions (e.g. US law, EU law, national law). Both Parties undertake to (i) conduct sufficient due diligence and closely monitor their own customers at all times, (ii) ensure that they do not supply products to entities and/or territories subject to such Measures, and (iii) not otherwise violate any applicable Measures that would expose either Party and/or its affiliates to export or sanctions penalties.

14.2 Both Parties mutually confirm that they have established an effective compliance system to ensure adherence to the measures in their respective companies. In addition, the Customer guarantees that all delivery items purchased from GREINER will not be used for the manufacture of armaments and/or weapons.

14.3 The Customer may not export or re-export delivery items that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Regulation (EU) No. 765/2006 to the Russian Federation and/or the Republic of Belarus. Likewise, the Customer may not directly

¹ Distributors are natural or legal persons who resell Products to third parties, in particular to end customers.

or indirectly sell, export or re-export delivery items if these delivery items are intended for use in the Russian Federation and/or the Republic of Belarus.

- 14.4 The Customer must ensure that the purpose of the clauses 14.1 and 14.3 is not frustrated by third Parties, including resellers. The Customer must also establish and maintain an appropriate monitoring mechanism to detect third Party conduct that would frustrate the purpose of the clauses 14.1 and 14.3.
- 14.5 GREINER shall not be obliged to fulfill this contract and/or a delivery obligation if obstacles arise due to national or international foreign trade, customs or other measures. The Customer shall provide all necessary declarations and documents that are relevant for the issuance of the required export licenses. If an export license cannot be issued, replacement delivery items shall be mutually agreed, whereby any additional costs for this shall be borne by the Customer. Claims against GREINER due to delayed or revoked export licenses are excluded.
- 14.6 Any breach of Clauses 14.1, 14.3, and/or 14.4 shall be considered a material breach of this Agreement. In such event, GREINER shall be entitled to take appropriate measures in accordance with applicable law, including, but not limited to: (i) termination of this Agreement and/or any related individual agreements, upon prior written notice to the CUSTOMER, granting a reasonable period for clarification or remediation of the breach, unless the severity of the breach justifies immediate termination; and/or (ii) the right to impose a contractual penalty equivalent to 2% (two percent) of the annual value of the relevant Individual Agreement, provided that such amount may be reduced by a court if deemed manifestly excessive under Brazilian law. Furthermore, the CUSTOMER shall immediately notify GREINER in writing of any actual or imminent breaches, or any difficulties in the application of Clauses 14.1, 14.3, and 14.4, and shall provide the relevant supporting documentation.
- 14.7 Unless otherwise required by applicable mandatory law, the Customer undertakes to fully indemnify and hold harmless GREINER and its affiliates (including their officers, directors, shareholders, partners, independent contractors and subcontractors) from and against all claims, demands, damages and expenses, including reasonable attorneys' fees, arising out of or in connection with any breach of this clause 14 by the Customer. In the event of legal action, the Customer shall be obliged to pay GREINER's reasonable legal fees and costs in advance.

15 FORCE MAJEURE

- 15.1 During the existence of events beyond GREINER's control (e.g., natural disasters, war, labour disputes, cyberattacks, traffic and operational disruptions, fire and explosion damage, production interruptions at GREINER's plants or at the plants of suppliers or subcontractors, failure of suppliers or subcontractors, government import and export restrictions, unavailability of fuels, energy, raw materials, deliveries or means of transport, epidemics or pandemics, or public decrees) that hinder or prevent the fulfilment of contractual obligations ("Force Majeure Event"), GREINER shall be released from its contractual obligations for the duration of the event. This also applies if a Force Majeure Event occurs at a supplier or logistics partner of GREINER, and GREINER is therefore unable to fulfil its contractual obligations. Payment obligations shall remain unaffected.
- 15.2 GREINER shall notify the Customer in writing within seven (7) days of becoming aware of the occurrence of a Force Majeure Event, specifying the nature and expected duration of the performance disruption, and shall endeavour to resume performance. If the event persists for more than one (1) month, GREINER may withdraw from or terminate the contract without any claims for damages arising. Any subsequent deliveries shall be made by mutual agreement.
- 15.3 GREINER shall only be required to fulfil its obligations affected by the Force Majeure Event after the event has ended. Such an extension of time shall not affect the term of any contract between GREINER and the Customer subject to these GTC.

16 TERMINATION

- 16.1 GREINER may terminate continuing obligations with one (1) month's notice. Extraordinary termination is possible in the event of material

breaches of contract by the Customer or in the event of an economic deterioration on the part of the Customer that jeopardizes its ability to provide services.

- 16.2 In the event of termination of the contract pursuant to Clause 16.1, GREINER shall in any case be entitled to claim all payments and costs incurred up to the date of termination from the Customer. In the event of termination for good cause, the net order value minus saved costs and indemnification for damages resulting from such early termination shall be compensated. There is no entitlement to compensation for unamortised investments.

17 LEGAL SUCCESSION AND ASSIGNMENT

- 17.1 The parties are obligated to transfer the contractual obligations, including the obligations arising from these GTC, to their legal successors. Assignments require the prior written consent of GREINER (which may not be unreasonably withheld).
- 17.2 GREINER may transfer rights and obligations to affiliated companies by written notice.

18 MISCELLANEOUS

- 18.1 MILITARY NON-USE DECLARATION: The Customer hereby guarantees that the Products will not be used for the development, manufacture, handling, operation, maintenance, storage, detection, identification, or dissemination of weapons or military equipment. The Customer undertakes not to resell or transfer the Products supplied by GREINER to third parties who do not comply with the same obligation. This also applies to any subsidiaries, representatives, and affiliated companies with which the Customer cooperates. Furthermore, the Customer is obliged to ensure that all purchased items are used exclusively for medical and humanitarian purposes. In the event of indications of non-compliance, GREINER reserves the right to terminate the delivery to the Customer at any time and with immediate effect by providing written notice to the Customer. In this case, the Customer shall not be entitled to assert any statutory and/or contractual claims, such as claims for damages and/or compensation.
- 18.2 GREINER and all companies in which GREINER directly or indirectly holds at least 50% of the shares are entitled to offset any due and undue, including future, claims that GREINER has against the Customer or that the Customer has against GREINER.
- 18.3 No partnership, company, or joint venture is established between GREINER and the Customer. Neither party shall be authorised to act as representative of the other party or to enter into any obligations on its behalf.
- 18.4 GREINER assumes no liability towards third parties based on these GTC or any contract governed by them.
- 18.5 These GTC and the contract governed by them constitute the entire agreement between the parties with respect to their subject matter and supersede all prior or contemporaneous written or verbal agreements and understandings relating thereto.
- 18.6 GREINER is entitled to use the name of the Customer as a reference client. The Customer may revoke this consent at any time; However, the legality of the previous references remains unaffected.
- 18.7 Should individual provisions of these GTC or of a contract governed by them are or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision or the gap shall be replaced by an appropriate, effective and enforceable provision that, as far as legally possible, most closely reflects what the contractual partners intended or would have intended in accordance with the purpose and meaning of the contract subject to these GTC, if they had taken this Clause into account.

19 FORUM

- 19.1 The jurisdiction of the city of Americana, SP, is hereby elected as competent to resolve any doubts or questions arising from this agreement, waiving any other jurisdiction, however privileged it may be.