

# INTERNATIONAL DISTRIBUTOR AGREEMENT

This International Distributor Agreement (hereinafter "Agreement") is made and entered into on  
8<sup>th</sup> of January ("Effective Date") between

**MIPM Mammendorfer Institut für Physik und Medizin GmbH**  
Oskar-von-Miller-Str. 6, 82291 Mammendorf, Germany  
- hereinafter referred to as "MIPM" -

and

**Viamed Ltd.**  
15 Station Road, Cross Hills, Keighley, BD20 7DT West Yorkshire, United Kingdom  
- hereinafter referred to as "Distributor" -

MIPM and Distributor are hereinafter referred to individually as "Party" or collectively as "Parties".

RECITALS .....	2
AGREEMENT .....	2
1. DEFINITIONS .....	2
2. APPOINTMENT .....	3
3. RELATION OF PARTIES .....	4
4. EXPENSES .....	4
5. PURCHASE OF PRODUCTS BY DISTRIBUTOR .....	4
6. MIPM's OBLIGATIONS .....	6
7. DISTRIBUTOR'S OBLIGATIONS .....	6
8. TERM OF AGREEMENT, EXPIRATION, TERMINATION .....	10
9. NONDISCLOSURE OF INFORMATION, CONFLICTS .....	11
10. WARRANTY .....	12
11. COMPLIANCE WITH LAWS .....	12
12. ASSIGNMENT .....	13
13. NOTICES AND REQUESTS .....	13
14. DATA PROCESSING .....	13
15. GOVERNING LAW .....	14
16. FORCE MAJEURE .....	14
17. ENTIRE AGREEMENT .....	14
18. MISCELLANEOUS .....	15
Annex A - Territory .....	16
Annex B - Products, Freight Terms, Compensation Fees .....	16
Annex C - Warranty .....	17
Annex D - Payment Terms .....	18
Annex E - Demand Forecast .....	19

## **RECITALS**

- A) MIPM is engaged in the manufacture and marketing of the Products.
- B) Distributor is engaged in the marketing of medical equipment in the Territory.
- C) MIPM and Distributor desire the Distributor to be appointed as the exclusive distributor for the Territory defined in Section 1.2 below to independently promote, resell and service the Products. Furthermore, Distributor shall exclusively represent and sell no other products or devices which are similar to and or competitive with MIPM's Products. Distributor shall continually use its best efforts to promote and sell the Products.

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between MIPM and Distributor with respect to the subject matter hereof.

## **AGREEMENT**

THEREFORE, in consideration of the mutual commitments set forth in this Agreement, MIPM and Distributor hereby agree as follows:

### **1. DEFINITIONS**

#### **1.1. Products**

The term "Products" means the products manufactured and sold by MIPM to Distributor for distribution hereunder and listed in Annex B hereto.

#### **1.2. Territory**

The term "Territory" means the geographical area described in Annex A hereto.

#### **1.3. Service**

The term "Service" means repair, modification and similar work performed on the Products for customers, as more particularly described in Section 7.7 below.

#### **1.4. Complaint**

The term "Complaint" means any written, electronic or oral communication that alleges deficiencies related to the identity, quality, durability, reliability, usability, safety, effectiveness or performance of a medical device that has been released from the organization's control (after it is released for distribution) or related to a service, that affects the performance of such medical devices. All complaints shall be processed in a uniform and timely manner.

## **1.5. Authorized Representative**

The term “Authorized Representative” means any natural or legal person established within the Territory who has received and accepted a written mandate from the manufacturer, located outside the Territory, to act on the manufacturer's behalf in relation to specified tasks with regard to the latter's obligations under the in the Territory applicable law.

For reasons of simplification, the term Authorized Representative is used synonymously in the present Agreement for, but not limited, the following not conclusive country specific designations: In-Country Representative, Sponsor, Legal Representative, (Designated) Marketing Authorization Holder, Legal Agent.

## **2. APPOINTMENT**

### **2.1. Distributor's Role**

Subject to the terms and conditions of this Agreement, MIPM appoints Distributor as the

- Authorized Representative
- Importer
- Distributor
- Service Partner
- Other \_\_\_\_\_

for the Products and if applicable grants Distributor the right to purchase from MIPM and distribute the Products in the Territory.

### **2.1. Authorized Representative**

In the event that the Parties jointly agree that the Distributor will act as the Authorized Representative of MIPM, the Parties will sign an Authorized Representative agreement setting out the regulatory and legal obligations of each Party in their assigned roles as legal manufacturer and Authorized Representative in the territory specified therein.

### **2.2. Key Account Sales**

The Distributor hereby acknowledges that MIPM's Key Accounts may sell the Products in Distributor's Territory together with their own products.

In the case of Key Account sales in the Territory, the Distributor agrees to install the Products, perform Product training at the customer's premises and provide, if agreed, service support to customers in the Territory. MIPM will reimburse the Distributor for its expenses in accordance with the rates set forth in Annex B.

### **3. RELATION OF PARTIES**

#### **3.1. Vendor / Vendee Relationship**

During the term of this Agreement, the relationship between MIPM and Distributor is that of vendor and vendee. The Distributor, its agents and employees shall under no circumstances be deemed agents or representatives of MIPM. Neither Party shall have any rights to enter into any contract or into commitments in the name of the other Party, or otherwise bind the other Party, unless prior written approval is obtained from MIPM.

#### **3.2. Not an Agent, Partner or Joint Venture**

Distributor is an independent contractor and is not and shall not be deemed to be an employee, representative, general agent, or joint venture of MIPM for any purpose. Distributor acknowledges that MIPM has not granted it any authority to make changes to MIPM's terms and conditions of sale, grant any warranties in excess of those extended by MIPM or limit its liabilities or remedies less than MIPM limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of MIPM or bind MIPM in any transaction with customers, governmental agencies or third parties, unless prior written approval is obtained from MIPM.

### **4. EXPENSES**

MIPM shall not be obligated to pay Distributor, its agents or employees any commission, compensation, reimbursement or other similar payment except for Distributor's expenses for Warranty Service as set forth in Annex C or other than commissions paid pursuant to **Section 2.2**.

The Distributor is solely responsible for and shall pay all costs, expenses, taxes and fees incurred in connection with the Products sold to customers, customer orders or other services provided by the Distributor in the Territory. The Distributor shall indemnify and hold MIPM harmless from and against any and all costs, expenses and fees, including attorney's fees, claims, obligations and liabilities incurred or created by the Distributor.

### **5. PURCHASE OF PRODUCTS BY DISTRIBUTOR**

#### **5.1. Terms and Conditions**

All sales of the Products by MIPM to Distributor shall be subject to and underlie MIPM's General Terms and Conditions.

The Parties acknowledge the terms and conditions as set out in this Agreement as the basis of this International Distributor Agreement. A further integral part of this Agreement are the General Terms and Conditions of MIPM, which can be accessed under following link at any time:

<https://www.mipm.com/en/footer/gtc>

## **5.2. Government and Country Approvals**

The Distributor ensures to obtain, at its own expense, all approvals, permits and regulatory approvals required for the purchase, sale, supply, installation and maintenance of the Products sold by the Distributor. MIPM shall supply Distributor the necessary back up documentation.

## **5.3. Pricing**

All products are sold to the Distributor based on the MIPM prices effective on the date of purchase. The prices to be paid by Distributor for Products purchased under this Agreement shall be the MIPM prices set forth in Annex B. The prices are subject to change from time to time. These changes may consist in additions, deletions and substitutions as well as price decreases and increases. MIPM will notify the Distributor of such changes before they become effective with reasonable advance notice. For products not included in a price list, prices and other conditions will be provided by MIPM on request.

The compensation of the Distributor as a MIPM Distributor is the difference between the purchase price at MIPM and Distributor's sales price to the (end) customer. Distributor shall consult with MIPM to establish its resale prices and conditions for marketing of the Products in the Territory. Resale prices shall be reasonable and fairly represent the fair market value obtainable for the Products in the Territory.

## **5.4. Demand Forecast, Ordering and Sales Goals**

As input, for MIPM's production and materials planning, the Distributor shall submit demand forecasts for all Products to MIPM on a yearly basis. These forecasts must contain all information as per Annex E and shall be transmitted before the forecast period starts.

This demand forecast is considered the Sales Goal for the coming year.

Distributor shall issue written purchase orders to MIPM for any release of forecasted quantities and for all requirements which were not forecasted.

## **5.5. Payments**

Distributor will pay for Products in the manner and in accordance with the payment terms set forth in Annex D.

## **5.6. Shipment**

All shipments of Products purchased under this Agreement shall be made FCA Mammendorf based on Incoterms® 2020. Distributor shall pay directly for all freight and insurance costs for the Products purchased under this Agreement and for all taxes, tariffs, duties or similar charges imposed or levied by any governmental authority in connection with the purchase, shipment, export or import of the Products purchased under this Agreement.

Distributor will promptly inspect the Products upon receipt at Distributor's facility to determine whether any Products included in the shipment are in short supply, defective, or otherwise not in conformance with this Agreement. Immediately on receipt of such Products, Distributor will notify MIPM of any shortages, defects, or non-conformance. Title to the Products shall pass to Distributor upon delivery.

## **6. MIPM's OBLIGATIONS**

### **6.1. Products**

MIPM shall use reasonable efforts to supply the Products ordered by Distributor in the quantities and at the time requested by Distributor on the terms and conditions of this Agreement.

### **6.2. Product Changes**

MIPM may at any time make any changes in or discontinue the manufacture or sale of any Product. MIPM shall promptly notify Distributor of any discontinuance or significant changes in the Products and will provide an amended Annex B.

### **6.3. Conformity of Products**

MIPM ensures that products comply with the laws in force in the European Union (Regulation (EU) 2017/745 and Directive 93/42/EEC as far as applicable).

### **6.4. Information**

MIPM shall furnish Distributor from time to time with promotional literature, data, product bulletins, manuals or other information as MIPM, at its sole discretion, deems appropriate to Distributor's performance hereunder. Some or all the information which may be furnished to Distributor by MIPM will be confidential and proprietary to MIPM and will be subject to terms of Section 9 of this Agreement.

## **7. DISTRIBUTOR'S OBLIGATIONS**

### **7.1. Best Efforts**

Distributor agrees that it will diligently perform the services and obligations detailed in this Agreement.

Distributor shall use its best efforts to promote, distribute and sell the Products in the Territory and to provide or delegate any after-sales service required in the Territory for the Products, including delivery and installation. Distributor shall maintain a competent marketing organization for such purposes and shall maintain active contact on a regular basis with potential customers. Distributor shall give MIPM regular information on its marketing activities for the Products and submit its Sales Goals to MIPM for consent.

In addition, the Distributor is obliged to inform himself independently and regularly about new developments, current events and news in the MIPM download portal.

## **7.2. Regulatory Requirements**

Distributor shall, in the context of its activities, act with due care in relation to the requirements applicable in its Territory.

Before making the Products available on the market, the Distributor shall verify that all to in its Territory current applicable regulatory requirements are met (for example but not limited to CE marking, Product documentation, Unique Device Identification (UDI) assignment, etc.).

The Distributor shall ensure that, where required by the regulatory authority in its Territory, all mandatory information is included on the label of the Products (e.g. name, address, telephone number, etc.).

Distributor shall inform MIPM of any legislative or regulatory change in its Territory that could affect the authorization, registration or otherwise the distribution of the Product immediately.

Where the Distributor considers or has reason to believe that a Product is not in conformity with the requirements of the regulation applicable in its Territory, it shall not make the Product available on the market until it has been brought into conformity. Distributor shall inform MIPM and, where applicable, MIPM's Authorized Representative immediately.

The Distributor shall ensure that, while the Product is under their responsibility, storage or transport conditions always comply with the conditions set by MIPM.

If Distributor considers or has reason to believe that a Product which they have made available on the market is not in conformity with Territory's regulations, it shall immediately inform MIPM and, where applicable, MIPM's Authorized Representative. The Distributor shall co-operate with MIPM and, where applicable, MIPM's Authorized Representative or with the competent authorities to ensure that the necessary corrective action is taken.

Where the Distributor considers or has reason to believe that the Product presents a serious risk, it shall immediately inform MIPM, giving details, in particular, of the non-compliance and of any corrective action taken.

## **7.3. Registration of Distributor's Company**

The Distributor confirms to have registered with all competent authorities and bodies required in his country to import, sell, distribute, dispose of, or otherwise deal with the Products and to maintain such registration as long as the Distributor places the Products on the market in the Territory. The confirmation of such registration must be sent to MIPM immediately after execution of any changes.

## **7.4. Sales Only to Territory**

The Distributor will not distribute or sell the Products outside the Territory, or sell the Products to any other entity in the Territory, if the Distributor has knowledge or has reason to believe that such entity intends to distribute or sell the Products outside the Territory, unless prior written approval is obtained from MIPM.

The Distributor agrees not to manufacture, distribute or sell in the Territory, directly or indirectly, Products which MIPM reasonably believes to be in competition with or to be similar to the Products, unless prior written approval is obtained from MIPM.

### **7.5. Sales Records**

Distributor shall maintain records of its sale of the Products to customers for a period of at least ten (10) years after the date of sale.

The records of each sale shall contain at least the following information:

- a) Full name and address of end-customer;
- b) Product serial numbers and/or UDI;
- c) Dates of sale and delivery of the Products to customer

Distributor shall allow MIPM or MIPM's Notified Body to inspect this material at Distributor's office and to provide MIPM with these records on request.

### **7.6. Delivery and Customer Training**

Distributor shall ensure that its responsible personnel is regularly trained in the installation and usage of Products. In order to guarantee a correct installation and a proper customer or third-party training of the Product, Distributor and/or its qualified personnel shall participate in at least one product application and marketing training provided by MIPM. The minimum requirement for the delivery and installation of Products is the participation of qualified personnel in at least one online training, which does not exclude the obligation of future on-site training.

MIPM will, at its discretion, organize product and application training to enable the Distributor to acquire product knowledge.

Upon successful completion of MIPM's product and application training the participant receives a certificate that entitles the participant to perform product installations and customer trainings for MIPM products. Distributor shall be responsible for the proper delivery and installation of the Products and shall provide the necessary training for the Products to their customers.

### **7.7. Technical Service Training**

Distributor shall provide Technical Service including Warranty Service as described in Annex C for Products at any time within the Territory upon request by customer. Distributor shall maintain an inventory of parts and materials, together with tools and equipment recommended by MIPM, necessary to perform such Service. Only parts, materials, tools and equipment approved by MIPM, which have not been altered, shall be used to perform such Service.

In order to deliver the highest service quality to the customer, the Distributor has to participate in service trainings provided by MIPM. The trainings take place on a regular basis by MIPM. Therefore, Distributor will send personnel with the required qualification to perform technical service on medical devices.

MIPM will, at its discretion, organize product and application training to enable the Distributor to acquire product knowledge.

Upon successful completion of MIPM's service training the participant receives a service certificate that entitles the participant to perform technical service including maintenance service on the Products.

If MIPM announces major product changes MIPM will, at its sole discretion, decide if Distributor has to send qualified personnel to a MIPM service training in order to renew the service certificate. Any product changes or updates affecting the technical service for the Products will be announced in service bulletins explaining the changes.

The knowledge acquired in a MIPM service training entitles the participant to pass that knowledge to and train a third party.

### **7.8. Demonstration Products**

Distributor agrees to purchase and continually maintain inventory of the Demonstration Products in a volume agreed with MIPM.

### **7.9. Post Market Surveillance and Vigilance Reporting**

Distributor shall continuously and actively monitor the performance and acceptance of the sold Products in the market, such as customer satisfaction and Complaints including adverse events/incidents, Product problems, failures, or non-conformities. Distributor shall inform MIPM and where applicable to MIPM's Authorized Representative about any customer Complaints concerning technical as well as handling issues as soon as they become aware of.

Any malfunction or deterioration in the characteristics and/or performance of a device, as well as any inadequacy in the labeling or the instructions for use which, directly or indirectly, might lead to or might have led to the death of a patient, or user or of other persons or to a serious deterioration in their state of health, has to be reported to MIPM, and where applicable to MIPM's Authorized Representative, immediately without any unjustifiable delay.

If Distributor has received Complaints or reports from healthcare professionals, patients or users about suspected incidents related to the Product they have made available, it shall forward this information immediately without any unjustifiable delay to MIPM and, where applicable, MIPM's Authorized Representative.

The Distributor shall keep a register of Complaints, non-conforming devices, recalls and withdrawals and keep MIPM and, where available, MIPM's Authorized Representative informed of such monitoring and provide them with any information upon their request.

Distributor shall, upon request by a competent authority, provide it with all the information and documentation that is at their disposal and if necessary, to demonstrate the conformity of a device. If needed the Distributor shall provide free samples of the device or, where that is impracticable, grant access to the device.

All post market and vigilance activities performed by Distributor are in strict accordance with the applicable Medical Device Regulations in the Territory.

## **7.10. MIPM's Company Name, Trademark and Logo**

To avoid misunderstandings of Distributor's relation to MIPM, Distributor shall not use the name "MIPM" on any letterheads, business cards, telephone listings or signs without prior written consent of MIPM. Distributor is authorized to use MIPM's name and logo in its price lists, catalogues and general advertising. Distributor shall not use any product literature or specific product advertising not supplied by MIPM without the express written consent of MIPM. Distributor shall not by any act or omission jeopardize MIPM's property rights and title in its industrial property. Distributor shall report promptly to MIPM all abuse or breaches by third parties of the industrial property rights of MIPM of which Distributor becomes aware. Upon termination of this Agreement by either Party for any reason, all rights to MIPM's name, trademark, logo or other industrial property shall revert to MIPM.

## **7.11. Indemnity**

Distributor shall indemnify MIPM against, and hold it harmless from, all costs, expenses and charges, including attorney's fees, and all claims, obligation and liabilities of whatever nature arising out of the improper or negligent performance of Distributor's obligations under this Agreement.

MIPM shall indemnify Distributor against, and hold it harmless from, any costs, expenses and charges, including attorney's fees, and all claims, obligations and liabilities of whatever nature arising out of MIPM's willing violation of any laws within the Territory.

# **8. TERM OF AGREEMENT, EXPIRATION, TERMINATION**

## **8.1. Term**

This Agreement shall begin on the Effective Date and shall remain in effect for a period of two years from the date of execution ("Initial Term"). The Agreement is automatically extended for an additional year ("Additional Term"), unless MIPM or Distributor give termination notice six (6) months prior to the end of the Initial or Additional Term.

## **8.2. Termination**

This Agreement may be terminated:

- a) By either Party giving notice of the other Party's default under this Agreement and such default remains unremedied for thirty (30) days from such notice;
- b) By MIPM giving ninety (90) days prior notice for failure of Distributor to meet the Sales Goals agreed as per Section 5.4 and 7.1 above for two (2) consecutive years.
- c) By MIPM giving ten (10) days prior notice in the event
  - there is a change in the Distributor's scope of business or a change of control or management of Distributor which is unacceptable to MIPM, or
  - Distributor ceases to function as an ongoing concern and conduct its operations in the normal course of business, or

- Distributor shall become insolvent or bankrupt, or Distributor shall make an assignment for the benefit of creditors, or a trustee or receiver shall be appointed for Distributor.

### **8.3. Effect of Expiration or Termination**

MIPM shall deliver all Products sold pursuant to sales orders accepted prior to the termination of this Agreement in accordance with the terms of this Agreement, unless the reason for termination is the failure or inability to pay MIPM as set forth in the notice of termination.

All provisions which are continuing in nature shall survive expiration or termination of this Agreement and shall remain effective in accordance with their terms.

Upon expiration or termination, Distributor shall promptly return to MIPM all information, data and materials received by Distributor from MIPM and shall furnish MIPM with copies of Distributor's sales, service and warranty claim records.

### **8.4. Limitations of Liability**

Upon termination of this Agreement in any manner provided herein, MIPM shall in no event be liable to Distributor for compensation or for damages of any kind or character or otherwise. The expiration or termination of Agreement shall not affect the rights or obligations of either Party with respect to the other Party's indebtedness at that time and shall not relieve either Party of its obligations under Section 9.3 or its liability for damages resulting from a breach of these provisions or from the modification, cancellation or withdrawal of accepted sales orders.

In no event shall MIPM be liable to Distributor for indirect, special, reliance, incidental or consequential loss or damage arising out of claims for breach of warranty, late delivery, negligence, strict court liability or otherwise. The liability for any claim for loss, damage or expense shall in no event exceed the purchase price of the product involved.

## **9. NONDISCLOSURE OF INFORMATION, CONFLICTS**

### **9.1. General**

Distributor shall use promotional literature, data and information furnished by MIPM for dissemination to customers only in furtherance of the objectives of this Agreement and shall not disseminate the same to third parties other than customers or prospective customers for the Products within the Territory.

### **9.2. Non-disclosure**

Any data or information, including but not limited to, price lists received or acquired by Distributor in the course of performance of this Agreement relating to the business affairs, correspondence, customers, finances, methods, the Products or technology of MIPM shall be treated by Distributor as confidential and proprietary information of MIPM and shall be protected by Distributor and its employees from disclosure to third parties.

The foregoing obligation shall not include data or information which is now in the public domain, or which becomes part of the public domain through no fault of Distributor prior to the date of any disclosure. The dissemination of any such confidential or proprietary information by Distributor to its employees shall be limited to those employees whose duties justify their need to know. Distributor shall maintain records of all employees given access to MIPM's confidential and proprietary information.

### **9.3. Conflicts of Interest**

During the term of this Agreement, Distributor shall not sell or contract to sell, or act as a distributor, sales agent, representative or consultant in the Territory for, any other products competitive with the Products. Distributor shall promptly notify MIPM of any change in its business relationships or activities that might be construed as creating a conflict of interest. Distributor affirms that no officer, director, major owner, major shareholder or active representative of Distributor is or will be during the term of this Agreement an employee, officer or representative of any of MIPM's customers or of those governmental agencies responsible for the procurement of the Products or whose approval is essential to such procurement or its financing.

## **10. WARRANTY**

### **10.1. General**

All Products sold by MIPM to Distributor pursuant to this Agreement are covered by an MIPM Warranty as set forth in Annex C hereto. MIPM shall not be liable for any change or modification made by Distributor in the express terms and conditions of said Warranty.

### **10.2. Distributor Obligations**

Distributor shall:

- a) Maintain records of all warranty claims made in relation to the Products,
- b) Promptly report all such warranty claims to MIPM,
- c) Provide Warranty Service, repair or replace failed Products if necessary, in accordance with the Warranty conditions. In this case, the Distributor shall send the respective invoice to MIPM no later than three (3) months after the warranty service has been provided to the end customer.

## **11. COMPLIANCE WITH LAWS**

Distributor shall at all times comply with all applicable laws and regulations and shall indemnify, release and save MIPM harmless from Distributor's failure to comply. Distributor agrees that MIPM shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation or policy of any applicable government.

The Distributor shall immediately inform MIPM of any legislative change in the Territory that could affect directly or indirectly the conformity of the products, their placing on the market or otherwise the legal compliance of the products.

## **12. ASSIGNMENT**

The right of Distributor hereunder shall not be assigned or transferred, either voluntarily or by operation of law nor shall the duties of Distributor hereunder be delegated in whole or in part without MIPM's written consent. Any such assignment, transfer or delegation without MIPM's written consent shall be of no force or effect. This Agreement shall be binding upon and inure to the benefit of MIPM, its successors and assigns.

## **13. NOTICES AND REQUESTS**

All notices and requests in connection with this Agreement shall be given in writing and may be given by registered or certified mail, fax, e-mail or other customary means of written communication, addressed as follows:

**Distributor:** Viamed Ltd.  
15 Station Road, Cross Hills, Keighley  
BD20 7DT West Yorkshire  
UNITED KINGDOM  
e-mail: office@viamed.co.uk

**MIPM:** MIPM Mammendorfer Institut für Physik und Medizin GmbH  
Oskar-von-Miller Str. 6  
82291 Mammendorf  
GERMANY  
e-mail: sales@mipm.com

or; to such other address as the party to receive the notice or request shall designate by notice to the other party. The effective date of any notice or request given in connection with this Agreement shall be the date on which it is received by the addressee. All notices, requests and other documents delivered hereunder shall be given in the English Language.

## **14. DATA PROCESSING**

By signing this Agreement, the Distributor acknowledges and agrees that MIPM is permitted to hold and process personal information and data about Distributor and its employees; and may use such information in the course of MIPM's business. The Distributor agrees that MIPM may disclose such information to third parties, or publish them on MIPM webpage (e.g. Distributor's company address, name, contact details, etc.), in the event that such disclosure is in MIPM's view required for the proper conduct of MIPM's business. This clause applies to information held, used or disclosed in any medium. The Distributor will procure the consent of any other concerned employee or service provider of the Distributor to the terms of this clause.

## **15. GOVERNING LAW**

German substantive law shall apply to this Agreement; United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable to this Agreement. The exclusive place of jurisdiction for any disputes arising from or in connection with this Agreement which cannot be settled amicably, shall be Munich, Germany.

Distributor hereby irrevocably consents to the jurisdiction of the court in Munich, Germany, and waives the right to transfer or change venue of any litigation commenced in any such courts.

## **16. FORCE MAJEURE**

Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays, losses or damages caused by any delay or failure to perform hereunder, resulting from acts beyond its reasonable control including, without limitation, strikes, differences with workers or other labor disputes, war, insurrection, revolution, riots, commotion, disorders, fires, floods, acts of God, embargoes, governmental restrictions or other acts or delays of governmental authorities, unavailability of power supplies, unavailability of components or materials or any other cause beyond its control. Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations hereunder.

## **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations and understandings of the parties in connection with such subject matter. This Agreement shall not be modified or amended except by written agreement signed on behalf of Distributor and MIPM by their respective duly authorized company representatives.

### **Digital contracting**

The Parties consent to execution of this Agreement by means of scanned signature copies in PDF format and that such signatures placed by the Parties on different copies of the signature page(s) shall be deemed to have been executed on one and the same page. The Parties agree not to challenge the validity or enforceability of this Agreement based on either Party's use of such scanned signatures. Delivery of an executed counterpart of a signature page of this Agreement in a non-modifiable electronic copy (e.g., in pdf format) via e-mail is deemed as effective as delivery of an originally executed counterpart of this Agreement.

## **18. MISCELLANEOUS**

The parties have carefully considered the covenants and agreements contained in this Agreement and hereby stipulate that such covenants and agreements are fair and reasonable in light of all the facts and circumstances of the relationship between the Parties; however, in the event a court or tribunal shall decline to enforce any of the covenants set forth in this Agreement, such covenants shall be deemed modified to the extent that the court shall find enforceable. If any provision of this Agreement is found to be invalid by any court or tribunal, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement.

The headings or titles in this Agreement are for the purposes of reference only and shall not in any way affect the interpretation or construction hereof. Attachments hereto are hereby incorporated herein and made a part of this Agreement. The failure by MIPM at any time to enforce any of the terms, provisions or conditions of this Agreement shall not constitute or be construed as a waiver of the same, and any single or partial exercise by MIPM of any right under this Agreement shall not preclude any further or other exercise of the same or the exercise of any other right.

**MIPM Mammendorfer Institut für  
Physik und Medizin GmbH**

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Place / Date

---

Signature MIPM

**Jennifer Rosenheimer**  
Managing Director

**Viamed Ltd.**

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Place / Date

---

Distributor's Signature

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Signatory's Name & Function

## **Annex A - Territory**

### **Territory:**

United Kingdom

## **Annex B – Products, Freight Terms, Compensation Fees**

### **Products:**

TOF3D

### **Special Pricing Conditions:**

Packaging and delivery are not included

### **Freight Terms:**

Freight Terms: FCA Mammendorf according to Incoterms® 2020

Freight, handling, packing, customs and insurance as they incur.

Delivery Time: Shipment will be made six (6) to eight (8) weeks after receipt of prepayment.

Note: MIPM shall use reasonable efforts to make prompt deliveries of Products in a commercially reasonable manner. Delivery dates and estimates are, however, not guaranteed. MIPM will promptly give notice of any delay in shipment.

### **Compensation fees for Key Account Sales:**

<i><b>Product</b></i>	<i><b>Compensation fee</b></i>
<i>Tesla<sup>DUO</sup></i>	800€

## Annex C - Warranty

### **Warranty:**

MIPM's Warranty extends for twenty-four (24) months from delivery of the Products to the Distributor's customer or their installation at the customer's premises. However, MIPM's warranty expires latest thirty (30) months after the date of MIPM's invoice to Distributor.

A one hundred and eighty (180) day warranty applies to all out-of-warranty repairs and includes replaced parts, labor and costs, as well as used/demonstration products.

Preventive Maintenance (PM) Checks and consumable material are not included in the warranty.

Distributor shall notify MIPM of any failure of Products under warranty immediately upon becoming aware of the failure. MIPM will decide on the method of correction after consultation with the Distributor.

MIPM may replace defective Products with new or MIPM repaired Products which have the same specification. In such cases, Distributor must return the defective Products to MIPM within twenty (20) working days. MIPM will only supply the new or repaired replacement products free of charge to the Distributor if the failed parts have been returned to MIPM.

If MIPM decides to have the warranty repair performed by the Distributor Service, the Distributor will be reimbursed for the MIPM components used for the warranty repair (including mandatory product updates). Working hours are provided by the Distributor and are not chargeable to MIPM. The Distributor shall obtain MIPM's written approval for the Warranty repair.

## **Annex D – Payment Terms**

### **Payment Terms:**

#### **(1) Prepayment by wire transfer.**

Payment is due upon written notification from MIPM that the products ordered by the Distributor are ready for shipment. The bank transfer can be replaced by a cheque if MIPM has given its consent.

Any exception to the prepayment is granted on an individual basis and has to be approved by MIPM's managing director. Agreed payment terms will be revoked and set to prepayment if the agreed payment terms are violated.

#### **(2) Irrevocable Letter of Credit**

Distributor may pay by means of an irrevocable letter of credit which is issued or confirmed by a bank with licensed operation in the Federal Republic of Germany. If Distributor chooses this alternative MIPM will charge an administration surcharge of 3% on the net invoice value.

In the event that the terms of payment differ from the prepayment:

Each order value exceeding the value of 50.000€ requires a 50% down payment.

Each order value exceeding the value of 100.000€ must be secured by a Letter of Credit.

## Annex E – Demand Forecast

### 12-Month Demand Forecast

Distributor:	
Year: 2021	
Product:	Forecasted Quantity
TOF3D	

The 12-month demand forecast for the upcoming forecasting period shall be sent to MIPM by the end of August of the current year at the latest.

Distributor acknowledges its liability for this forecast as per Section 5.4 of the Agreement.