

GENERAL TERMS AND CONDITIONS OF SALE

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These General Terms and Conditions apply to all products and services offered by DECTRIS Ltd.

1. SCOPE AND DEFINITIONS: These terms and conditions (the "**Terms and Conditions**") shall govern the contractual relationship between DECTRIS AG / DECTRIS Ltd. ("**DECTRIS**") and the purchaser ("**Purchaser**") in connection with the sale and purchase of X-ray and electron detectors, accessories, and services manufactured and sold by DECTRIS. The contractual agreement between DECTRIS and the Purchaser is documented in and consists of a written offer made by DECTRIS (the "**Offer**") and these Terms and Conditions (collectively, the "**Agreement**"). The general terms and conditions of the Purchaser (if any) shall not be applicable in connection with the Agreement in any case. Any capitalized terms used but not defined in these Terms and Conditions shall have the meanings associated with such terms in the Offer and vice versa. Any reference to "**INCOTERMS 2020**" is a reference to the "Incoterms 2020" as published by the International Chamber of Commerce and in effect since January 1, 2020.

2. CONCLUSION OF AGREEMENT: An Agreement is concluded and effective as soon as an order is submitted by the Purchaser to DECTRIS based on an Offer made by DECTRIS, irrespective of the form in which such order is submitted. For the avoidance of doubt, an order shall not be deemed an acceptance of an Offer and an Agreement shall not be deemed concluded if the Purchaser's order deviates from the Offer or these Terms and Conditions (e.g. by including the Purchaser's terms and conditions) unless DECTRIS accepts such deviation in written form (letter or e-mail).

3. SALE OF THE PRODUCTS: With the conclusion of this Agreement, the Purchaser agrees to buy from DECTRIS, and DECTRIS agrees to sell to the Purchaser, the products set out in the Offer (the "**Products**"). The term "Products" shall include the x-ray or electron detector products or any related products listed in the Offer as well as the documentation (the "**Product Documentation**") and accessories set out in the Offer.

4. ANCILLARY SERVICES: DECTRIS shall have the obligation to render the ancillary services set out in the Offer. In particular, if such ancillary services are explicitly provided for in the Offer, DECTRIS shall install the Products at the premises of the Purchaser and provide training to the Purchaser and its employees. DECTRIS shall have no obligation to render any ancillary services if the Offer does not provide for such ancillary services.

5. PRICING AND PAYMENT: Unless the Offer explicitly provides otherwise, all prices quoted in the Offer are quoted in Swiss Francs (CHF) and exclusive of value added tax (if any).

Where the Offer is quoted in a currency different than Swiss Francs (CHF) (the "**Foreign Currency**"), the Offer shall be subject to the condition that the Foreign Currency has not depreciated against the Swiss Franc in an unusual way (the "**Unusual Fluctuation**") between the date of the Offer and the date of full payment. In the event of an Unusual Fluctuation DECTRIS is entitled to adjust the Offer or – if DECTRIS has already confirmed an order – terminate an Agreement, unless the Parties agree on a revised purchase price. An Unusual Fluctuation shall – in any case, but not only – be deemed to have occurred, if the Foreign Currency depreciated more than 5% against the Swiss Franc.

Unless otherwise expressly agreed in writing, the Purchaser shall be solely responsible for the payment of all import duties, taxes,

customs charges, and any other levies or fees imposed by the country of destination in connection with the importation of the goods. Such charges are not included in the purchase price and shall be borne entirely by the Purchaser. If, however, the Parties have agreed on purchase price which includes such duties, taxes and charges, DECTRIS is entitled to adjust the purchase price if such duties, taxes and charges have risen more than 5% or have been newly introduced after the date of the Offer but before full payment of the purchase price.

Prices for Products and ancillary services have to be paid according to the payment schedule set out in the Offer. Prices for Products are invoiced at the latest when the products are shipped. Invoices are due within 30 days from the date of the invoice.

If not agreed otherwise, all bank charges and fees shall be borne by the purchaser. All payments are to be made by wire transfer. For other types of payment additional charges might be applicable.

Should any invoices of DECTRIS not be settled by the Purchaser within 30 days of the dates of such invoices, the Purchaser shall automatically (and without any further action from DECTRIS) be in default. Any payments with which the Purchaser is in default, shall be subject to default interest at a rate of 5% p.a. calculated from the original due date of the invoice. Furthermore, should the Purchaser be in default with any payment, DECTRIS shall have the right to cancel an Agreement, whereupon the purchaser shall have the duty to return the Products to DECTRIS within 20 days of its receipt of a corresponding cancellation notice from DECTRIS. In this regard Clause 14 of these Terms and Conditions shall apply (Duties of the Purchaser in Connection with returning Products to DECTRIS).

6. DELIVERY: Delivery shall occur in accordance with the INCOTERMS 2020 rule set out in the Offer. Unless a different INCOTERMS 2020 rule is expressly stated in the Offer, the INCOTERMS 2020 rule FCA (Baden-Daettwil) shall apply. DECTRIS shall obtain all export licenses and carry out necessary custom formalities for export. All other costs related to onward transportation, insurance and importation costs shall be borne by the Purchaser unless otherwise agreed in writing.

Regardless of the agreed INCOTERMS rule the Purchaser shall be responsible for obtaining all necessary import licenses, permits, or approvals and for ensuring compliance with all applicable laws and regulations of the country of importation. DECTRIS shall not be liable for any costs, delays or penalties resulting from the Purchaser's failure to fulfil these obligations.

7. DELIVERY DATES: Unless the Offer explicitly provides otherwise, all delivery dates set out in the Offer are tentative and nonbinding on DECTRIS. A delay with respect to such tentative delivery dates shall not have any legal consequences.

Delivery dates that are explicitly guaranteed in the Offer shall be binding on DECTRIS. Should DECTRIS miss such an explicitly guaranteed delivery date, the Purchaser shall have the right to cancel its order if DECTRIS does not deliver the Products within a reasonable grace period of at least 30 days (the "**Grace Period**") starting with the receipt of a notice from the Purchaser explicitly threatening the cancellation of the order unless delivery is made within the Grace Period set out in such notice. All other rights that the Purchaser may have due to late delivery are excluded.

8. TRANSFER OF TITLE AND RISKS: The title to the Products shall only pass from DECTRIS to the Purchaser upon the full and final payment of the price of the Products. DECTRIS retains the right to register a reservation of title with the appropriate authorities at any time prior to the full and final payment of the price of the Products.

The transfer of risks in respect of the Products shall occur in accordance with the agreed INCOTERMS 2020.

9. NO RIGHT TO DISASSEMBLE: The Purchaser may not disassemble any of the Products. In particular, the Purchaser shall under no circumstances disassemble the Products in order to sell the components of the Products to third parties.

10. SOFTWARE: The Purchaser is granted a perpetual right to use any software that is delivered as a part of or as an accessory to a Product (the "**Software**") in accordance with the Product Documentation. The Purchaser may not copy, grant third parties access to, amend, disassemble, reverse engineer or otherwise use the Software in excess of the usage described in the Product Documentation.

11. WARRANTY: DECTRIS represents and warrants that the Products shall perform as described in the Product Documentation. The warranty granted to the Purchaser by DECTRIS is limited to 12 calendar months (the "**Warranty Period**") unless the Offer explicitly provides for a longer Warranty Period. The Warranty Period shall be calculated from the date of delivery of the Products.

The Purchaser shall have the obligation to inspect the Products upon their delivery. This inspection shall occur in a manner which allows the Purchaser to identify readily discoverable defects ("**Apparent Defects**") of the Products. Following the inspection, the Purchaser shall promptly notify DECTRIS of any Apparent Defects found. Such inspection and notification shall occur within a reasonable time from delivery of the Products and in any case within 30 days from delivery. DECTRIS shall have no obligation to correct any Apparent Defects that have not been notified to DECTRIS within the aforementioned period.

Should (i) an Apparent Defect (provided that such apparent defect has been properly notified to DECTRIS) or (ii) a hidden defect, which is a defect not discoverable by reasonable inspection, arise within the warranty period, then the Purchaser shall have the right to request that DECTRIS corrects such defects. Such correction may be effected, at DECTRIS' sole discretion, by repairing the relevant Products or by delivering replacement Products. Should DECTRIS choose to repair the Products, the Purchaser shall organize the transportation of the Products to DECTRIS in accordance with Clause 14 (Duties of the Purchaser in Connection with returning Products to DECTRIS) of these Terms and Conditions. Any reasonable transportation costs shall be borne by DECTRIS except duties and taxes which are levied in the Purchaser's country of domicile, which shall remain the Purchaser's responsibility.

The Purchaser shall under no circumstances have a right to reduce the price of the Products or to cancel this Agreement as a result of such defects.

Upon completion of any correction, repair or replacement under this warranty, all defective or replaced Products or parts removed from the Products shall become the property of DECTRIS. The Purchaser agrees to return such Products or parts to DECTRIS.

The warranty set out in this Clause 11 (Warranty) as well as the liability according Clause 13 (Liability) shall be excluded if a defect is due to (i) a usage of the Products outside of or contrary to the proper usage described in the Product Documentation (in particular, a direct exposure of the Products to an x-ray beam, the usage of a power source other than the one delivered with the Products or the usage outside of the operating conditions set out in the Product Documentation), (ii) unauthorized modification of the Products or (iii) unauthorized maintenance of the Products.

Any further warranty is excluded.

12. REPAIR SERVICES: After expiry of the warranty period DECTRIS carries out repairs or replacements of Products upon request of the Purchaser. The Purchaser agrees to pay for all labor, materials, replacement Products or parts thereof, and associated costs incurred for such repair services. Any replaced Products or parts thereof shall become the property of DECTRIS. DECTRIS usually keeps spare parts for the Products available for a time period of 5 years. However, unless explicitly mentioned in the Offer or Agreement DECTRIS does not warrant spare parts availability in a legally binding way.

13. LIABILITY: If the Purchaser suffers damages caused by defective Products or by any unlawful action of DECTRIS personnel when fulfilling this or related Agreements, DECTRIS shall be liable for those damages according to this Clause 13 (Liability), unless DECTRIS can prove that DECTRIS or its personnel did not act negligently when causing the damages.

The liability for personal injury is not limited. The liability for damages to the property of the Purchaser is limited to the amount equivalent to the purchase price agreed upon in the Agreement.

Any further liability of DECTRIS, including in particular any liability for indirect damages (including losses, lost profits, savings that could not be realized, claims of third parties, costs that result from the non-availability of the Products and expenditures of the Purchaser), is entirely excluded.

14. DUTIES OF THE PURCHASER IN CONNECTION WITH RETURNING PRODUCTS TO DECTRIS: The Purchaser shall ensure that the Products are packaged properly when shipping any Products to DECTRIS for whatever reason. The Purchaser shall further ensure that the shipment is adequately insured. With exception of the shipments in order to repair Products under Warranty as defined in Clause 11 (Warranty), all costs associated with the shipment of the Products from the Purchaser to DECTRIS shall be borne by the Purchaser. Any damages to the Products which occur due to the improper packaging of the Products when sending Products to DECTRIS, including all associated costs, shall entirely be borne by the Purchaser.

15. INTELLECTUAL PROPERTY RIGHTS: All intellectual property rights associated with the Products (including the intellectual property rights to the contents of the Product Documentation, to the Software and to the electric circuit layouts used in the Products) shall solely remain with DECTRIS.

The Purchaser shall have no right to copy, amend or distribute the Product Documentation to any third party or to make the Product Documentation otherwise available to any third party.

16. CONFIDENTIALITY: Both parties mutually undertake not to disclose any trade secrets, contractual information or data of which they become aware in the course of the fulfillment of this Agreement.

In particular, the Purchaser shall not disclose to any third party any information with respect to the commercial agreement set out in this Agreement or the technology, methods, techniques and know-how used by DECTRIS.

This non-disclosure agreement shall remain to be binding on the parties after an Agreement has ended.

17. EXPORT CONTROL: The Purchaser acknowledges that Products may be subject to Swiss, US, and EU statutory provisions and regulations regarding export control (hereinafter "**Applicable Export Control Provisions**") such as for example the Swiss Ordinance imposing Measures in Connection with the Situation in Ukraine (SR 946.231.176.72).

The export or reexport of Products may be prohibited or the Products may not be sold, leased or otherwise transferred to or used in third countries without a permit from the competent authorities. The Purchaser shall comply with all Applicable Export Control Provisions. The Purchaser shall setup and maintain adequate monitoring mechanisms to ensure that third parties further down the commercial chain (such as customers of the Purchaser) shall also comply with all Applicable Export Control Provisions. The Purchaser represents and warrants that it shall not, directly or indirectly, export, reexport, or transfer the Products in violation of any Applicable Export Control Provision.

The Purchaser acknowledges that Applicable Export Control Provisions may change and are applicable according to the wording valid at the time of execution of the Agreement.

Any violation of this Clause shall constitute a material breach of an essential element of this Agreement, and DECTRIS shall be entitled to seek appropriate remedies, including, but not limited to the suspension of support services, the termination of this Agreement and a claim for indemnification and damages.

The Purchaser shall immediately inform DECTRIS about any problems in applying this Clause including any relevant activities by third parties that could frustrate the purpose of this Clause. The Purchaser shall make available to DECTRIS information concerning compliance with the obligations under this Clause within two weeks upon a request by DECTRIS.

18. FORCE MAJEURE No party shall be liable for damages or delays resulting from a force majeure event such as storms, fire, water, war, strikes, virus attacks, epidemics and pandemics, earthquakes, nuclear contamination, material change of government regulations, a disruption of the public communication or public transportation infrastructure, measures of export control, embargoes of the United Nations or other acts of God (a "**Force Majeure Event**").

If a party is unable to perform its obligations under this Agreement due to a Force Majeure Event, then the target date for the fulfillment of such obligations shall be postponed in line with the continuation of such Force Majeure Event.

If the Force Majeure Event is permanent the Parties are entitled to terminate the Agreement as follows: a) DECTRIS: if the production and supply of the Products will presumably be seriously obstructed also after the end of the Force Majeure Event; b) Purchaser: if the circumstances under which the products are intended to be used by the Purchaser materially change due to the long duration of the Force Majeure Event.

19. SEVERABILITY Should any provisions of this Agreement be or become invalid, illegal or impossible to be implemented, such invalidity, impossibility or illegality shall not affect the remainder of the provisions hereof. The illegal, invalid or impossible provision hereof shall be replaced with the valid, legal and possible provision which comes closest to the commercial agreement set out in this Agreement.

20. DATA PROTECTION NOTICE: For detailed information on how we collect, process and protect personal data, please see our Privacy Statement, which forms an integral part of these terms. Our Privacy Statement is available on our website at www.dectris.com/legal/privacy and may be updated from time to time in accordance with applicable Swiss and international data-protection laws.

21. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by Swiss substantial law excluding its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods dated 11. April 1980 (CISG). The ordinary courts of Baden, Switzerland shall have exclusive jurisdiction with respect to any disputes resulting from or in connection with this Agreement

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