

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**") together with the Offer (as defined below) shall govern the contractual relationship between DECTRIS USA Inc. ("**DECTRIS USA**"), a subsidiary of DECTRIS AG, Switzerland ("**DECTRIS AG**"), 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 USA. The contractual agreement between DECTRIS USA and the Purchaser is documented in and consists of the written offer made by DECTRIS USA to Purchaser (assuming acceptance in accordance with clause 2) (the "**Offer**") and these Terms and Conditions (collectively, the "**Agreement**"), which Agreement shall constitute the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. To the extent there is any inconsistency between the Offer and these Terms and Conditions, the Offer shall control. 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 1 January 2020.

2. EFFECTIVE DATE OF AGREEMENT: This Agreement shall become effective as soon as an order is submitted by the Purchaser to DECTRIS USA based on an Offer made by DECTRIS USA, irrespective of the form in which such order is submitted ("**Date of Acceptance**"). For the avoidance of doubt, an order shall not be deemed an acceptance of an Offer and an Agreement shall not be deemed binding 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 USA accepts such deviation in writing or implicitly and such acceptance shall thereupon modify the Offer.

3. SALE OF THE PRODUCTS: Upon the Date of Acceptance, the Purchaser agrees to buy from DECTRIS USA, and DECTRIS USA agrees to sell to the Purchaser, the products set out in the Offer (the "**Products**"). The term "Products" shall include the x-ray 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: DECTRISUSA 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 USA shall install the Products at the premises of the Purchaser and provide training to the Purchaser and its employees. DECTRIS USA 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 US Dollars (USD) and exclusive of sales tax (if any).

When the Offer is quoted in a currency different than US Dollars (USD) (the "**Foreign Currency**"), the Offer shall be subject to the condition that the exchange rate of the Foreign Currency in relation to US Dollars (USD) (the "**Exchange Rate**") has not experienced an

unusual fluctuation at the expense of the Foreign Currency (the "**Unusual Fluctuation**") between the date of the Offer and the date of full payment to DECTRIS USA. . In case of an Unusual Fluctuation, the Offer shall thus be void, unless DECTRIS USA has agreed to accept the order in writing after receipt or the Parties agree a revised purchase price. An Unusual Fluctuation shall – in any case, but not only – be deemed to have occurred if the Exchange Rate has changed in the amount of at least 5% (calculations based on rates of the US Exchange) at the expense of the Foreign Currency between the date of the Offer and the date of full payment of purchase price to DECTRIS USA.

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.

Unless otherwise agreed, all bank charges and fees shall be borne by the Purchaser. All payments are to be made by wire or ACH transfer. For other types of payment additional charges might be applicable.

Should any invoices of DECTRIS USA 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 USA) 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 of any payment, DECTRIS USA shall have the right to cancel this Agreement, whereupon the Purchaser shall be required to return the Products to DECTRIS USA within 20 days of its receipt of a corresponding cancellation notice from DECTRIS USA, which return shall be made in accordance with Clause 14 (Duties of the Purchaser in Connection with returning Products to DECTRIS USA) of these Terms and Conditions.

6. DELIVERY: Delivery shall occur in accordance with the INCOTERMS 2020 rule set out in the Offer. Should the Offer not provide for an applicable INCOTERMS 2020 rule, the INCOTERMS 2020 rule DAP shall apply. These conditions apply for end customers.

According to this rule DECTRIS USA must obtain any export license and other official authorization and carry out all customs formalities necessary for the export of the Products and for their transport through any country prior to delivery.

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

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

due to late delivery are expressly excluded and are waived by Purchaser.

8. TRANSFER OF TITLE AND RISKS: The title to the Products shall only pass from DECTRIS USA to the Purchaser upon the full and final payment of the price of the Products. DECTRIS USA retains the right to register or file a reservation of title or appropriate lien on the Products 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 INCOTERMS 2020 rule DAP or any other rule provided for by the Offer.

9. NO RIGHT TO DISASSEMBLE: The Purchaser shall 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 shall 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 USA represents and warrants that the Products shall perform as described in the Product Documentation. The warranty granted to the Purchaser by DECTRIS USA 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 USA 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 ("**Notice Period**"). DECTRIS USA shall have no obligation to correct any apparent defects for which Purchaser has failed to provide notice to DECTRIS USA within the Notice Period.

Should (i) an apparent defect (provided that DECTRIS USA received notice of the apparent defect within the Notice Period) or (ii) a latent 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 USA corrects such defects. Such correction may be effected, at DECTRIS USA's sole discretion, by repairing the relevant Products or by delivering replacement Products. Should DECTRIS USA choose to repair the Products, the Purchaser shall organize the transportation of the Products to DECTRIS USA in accordance with Clause 14 (Duties of the Purchaser in Connection with returning Products to DECTRIS USA) of these Terms and Conditions. Any reasonable costs incurred in connection with such transportation shall be borne by DECTRIS USA.

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 USA. The Purchaser agrees to return such Products or parts to DECTRIS USA.

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. DECTRIS USA shall not be liable for a breach of the warranty set out in this Clause 11 (Warranty) or liability under Clause 13 (Liability) in the event the 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 the 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.

Except for the warranty set forth in this Clause 11 (Warranty), DECTRIS USA makes no warranty whatsoever with respect to the Products, including any warranty of merchantability or warranty of fitness for a particular purpose whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

The remedies set forth in this Clause 11 (Warranty) shall be the Purchaser's sole and exclusive remedy and DECTRIS USA's entire liability for any breach of the limited warranty set forth in this clause.

12. SPARE PARTS: After the expiration of the Warranty Period the Purchaser shall be responsible for the repair of any defects in the Products at its sole cost. DECTRIS USA usually keeps spare parts for the Products available for a time period of 5 years. However unless explicitly stated in the Offer DECTRIS USA does not warrant spare parts availability and the Purchaser acknowledges that spare parts for the Products may not be available.

13. LIABILITY: DECTRIS USA shall only be liable to Purchaser for damages caused by defective Products or by any action of DECTRIS USA personnel when fulfilling this or related Agreements to the extent such damages arose from DECTRIS USA's or its personnel's negligent conduct.

The liability for damages to the Purchaser arising out of or relating to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, is limited to the amount equivalent to the purchase price paid by the Purchaser for the Products. The limitation of liability set forth in the foregoing sentence shall not apply to liability for personal injury.

In no event shall DECTRIS USA be liable to purchaser or any third party for any liability for indirect damages (including, but not limited to. Losses, lost profits, savings that could not be realized, consequential, incidental, exemplary or punitive damages, claims of third-parties, costs that result from non-availability of the Products and expenditures of the Purchaser), regardless of whether such

damages were foreseeable and whether or not DECTRIS USA has been advised of the possibility of such damages.

14. DUTIES OF THE PURCHASER IN CONNECTION WITH RETURNING PRODUCTS TO DECTRIS USA: The Purchaser shall ensure that the Products are packaged properly when shipping any Products to DECTRIS USA 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 USA 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 USA, 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 AG.

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 agree not to disclose any trade secrets, contractual information or data of which they become aware in the course of the fulfillment of, or relating to, 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 USA and DECTRIS AG.

The non-disclosure and confidentiality obligations in this Clause 16 (Confidentiality) shall survive the termination of this Agreement.

17. EXPORT CONTROL: The Purchaser acknowledges that Products may be subject to US, Swiss, 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 USA 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 USA 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 USA information concerning compliance with the obligations under this Clause within two weeks upon a request by DECTRIS USA or DECTRIS AG.

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 USA: 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. APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by Delaware law excluding its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 (CISG). The ordinary courts of Delaware, USA shall have exclusive jurisdiction with respect to any disputes resulting from or in connection with this Agreement and each party irrevocably submits to the exclusive jurisdiction of such courts. The provisions of this Clause 20 (Applicable Law and Jurisdiction) shall survive the termination of this Agreement.

21. AMENDMENT AND MODIFICATION: The Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

22. TERMINATION: In addition to any remedies that may be provided under this Agreement, DECTRIS USA may terminate this Agreement with immediate effect upon written notice to Purchase, if Purchaser: (i) fails to perform or comply with any of the terms of this Agreement; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to

bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

23. WAIVER: No waiver by DECTRIS USA of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by DECTRIS USA. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. ASSIGNMENT: Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of DECTRIS USA. Any purported assignment or delegation in violation of this Clause 24 (Assignment) is null and void. No assignment or delegation relieves Purchaser of any of its obligations under this Agreement.

Version: V4.1

Replaces Version: V4.0

Valid from: 20 October 2025