

TERMS AND CONDITIONS OF SALE AND DELIVERY (including rental) Vitrolife Group

These terms and conditions (the “Terms and Conditions”) apply to all agreements between the contracting Vitrolife Group company¹ (such contracting company is referred to as “Vitrolife”) and a customer (the “Customer”) about Vitrolife’s sale and delivery of media, labware, disposable devices and other consumables (the “Consumables”) and incubator systems, laser and imaging systems, barcode scanners, printers and other equipment (the “Equipment”). The Consumables and the Equipment are collectively referred to as the “Products”. The Terms and Conditions apply to Vitrolife’s supply of software whether as a service (SaaS), pre-installed in certain Equipment, or as stand-alone software (collectively referred to as “Software”) together with any separate terms and conditions applicable to the Customer’s use of the Software. The Terms and Conditions apply to Vitrolife’s rental of Equipment unless a separate rental agreement for such Equipment is concluded between the Customer and a Vitrolife Group company.

1. Scope, Price and Payment

1.1 These Terms and Conditions supersede all prior representations, warranties, communications, and agreements regarding the Products or the Software between Vitrolife and the Customer. Any conditions contrary to the content of these Terms and Conditions such as the Customer’s purchase terms or other terms attached to or referred to in the Customer’s order, shall be excluded and of no force or effect. In the event of discrepancy between Vitrolife’s order confirmation and these Terms and Conditions, the wording in the order confirmation shall take precedence.

1.2 Vitrolife may at any time change these Terms and Conditions with effect for orders confirmed after such change.

1.3 The Customer purchases or rents from Vitrolife the Products and/or licenses the Software rights specified in Vitrolife’s order confirmation at the price stated in the order confirmation or, if no price is stated in the order confirmation, at the prices set out in the Vitrolife Group’s price list on the day of order. Prices do not include VAT, sales-, import, use-, excise- or other taxes and duties. Unless otherwise agreed between the Parties in writing, terms of payment are 30 days from date of invoice, provided however that Vitrolife may request prepayment in full or in part. In case of late payment, Vitrolife will add a fee for reminders and interest shall accrue at a rate of 1% per month commenced. If prepayment is delayed by more than 15 days, Vitrolife may also cancel the order.

1.4 The Customer acknowledges and agrees that Vitrolife retains the title of all Equipment sold to the Customer until payment in full has been made by the Customer. If payment is not made in full, Vitrolife – in addition to its other remedies – is entitled to collect the Equipment from the

Customer. The Customer must insure the Equipment to its full replacement value from the day of receipt.

1.5. Suspension of Deliveries

If the Customer fails to pay any invoice by its due date, then Vitrolife, in addition to any other remedies it may have, shall be entitled to cancel or suspend any further deliveries to the Customer under any order, and/or request payment in advance for new orders from the Customer. The same right for Vitrolife shall apply if the Customer fails to pay any invoice of any other Vitrolife Group company by its due date.

2. Orders and Delivery

2.1 An order from the Customer is not binding until Vitrolife has issued an order confirmation in writing. Changes to or cancellations of orders confirmed by Vitrolife may be made only with Vitrolife’s consent.

2.2 It is the Customer’s responsibility to immediately revert to Vitrolife with any comments or objections it may have to the order confirmation.

2.3 Unless otherwise agreed between the Parties in writing terms of delivery for the Products are DAP (Incoterms 2020) the destination specified in Vitrolife’s order confirmation, exclusive, however, of freight costs which costs shall be paid by the Customer. Customs clearance is the Customer’s responsibility.

2.4 Estimated shipping date for the order will be stated in the order confirmation. For Consumables an order received on workdays before 12:00 CET/ MST +1h will be shipped the same or the next workday provided the Consumables are available in stock.

2.5 Partial deliveries are permitted. Vitrolife shall inform the Customer of an

estimated shipping date for any back orders.

2.6 Upon delivery of the Products the Customer shall immediately inspect the Products. Any shortage in or damage to the Products on delivery shall immediately be reported to Vitrolife through www.vitrolife.com or by email to order@vitrolife.com. Shortage and visible damage must also be noted on the carrier’s receipt on delivery. Vitrolife does not assume any liability for complaints made later than specified above.

3. Installation of Equipment

3.1 Vitrolife will perform on-site installation of the Equipment where expressly stated in Vitrolife’s order confirmation.

3.2 Prior to any on-site installation by Vitrolife, the Customer shall complete and return Vitrolife’s checklist of laboratory requirements and specifications. Vitrolife and the Customer shall agree in writing on an installation date which will be minimum 14 days after Vitrolife’s receipt of the completed checklist. If the Customer subsequently wants to change the agreed installation date, the Customer shall pay Vitrolife’s extra costs resulting from such change.

3.3 The Customer is solely responsible for ensuring that all laboratory requirements and specifications, including suitable IT and internet connections, as specified in the checklist are complied with at the date of installation.

3.4 For Equipment that is to be installed by Vitrolife, the Customer must not under any circumstances start using the Equipment until installation has been completed.

4. Delay

4.1 If Vitrolife anticipates that the agreed time for shipping will be delayed by

¹ List of Vitrolife Group companies are available at: <https://www.vitrolifegroup.com/en/contact-us>

more than ten days, Vitrolife shall forthwith notify the Customer thereof stating the reason and, if possible, the time when shipping and, where applicable, installation can be expected.

4.2 If the delay in shipping extends to more than 3 months, the Customer may in writing demand shipping within a final reasonable period of minimum 10 days. If Vitrolife does not ship the Products or the Software within such final period, the Customer may by notice in writing to Vitrolife cancel the purchase of the Products. THE CUSTOMER'S EXCLUSIVE REMEDY AND VITROLIFE'S SOLE OBLIGATION RESULTING FROM A DELAY IN DELIVERY SHALL BE A REFUND OF ANY AMOUNTS PAID BY THE CUSTOMER TO VITROLIFE FOR THE PRODUCTS IF THE CUSTOMER CANCELS THE PURCHASE.

5. Warranty

5.1 The warranty given hereunder shall terminate immediately if, in Vitrolife's sole judgment, maintenance, repair or attempt to repair, replace, or modify the Products, including without limitation the software installed in the Equipment, is carried out by other than Vitrolife authorized personnel. Normal user preventative maintenance of the Equipment is the responsibility of the Customer and is excluded from the warranty. The warranty does not cover defects caused by circumstances arising after the risk in the Products has transferred to the Customer such as, but not limited to, ordinary wear and tear, accidents, or improper storage or use of the Products.

5.2 Vitrolife warrants exclusively to the Customer that the Products will be free from defects in materials and workmanship under normal use and correct storage. For *Equipment* this warranty is valid for a period of 12 months from the date of installation by Vitrolife or 13 months from date of shipment, whichever comes first. For *Consumables* the warranty is valid for the period to and including the last day stated on the packaging of the Consumables, or during the warranty period stated in the product specifications or, if no such dates are stated, during the normal lifetime of the Consumable. The Customer shall notify Vitrolife in writing of any defect that occurs during this period immediately after having discovered the defect and in any case not later than 5 days thereafter.

5.3 Vitrolife is only liable for defects which appear under usual conditions of operation and under proper use, storage and maintenance of the

Products in accordance with their intended use, labeling, product inserts, operating manuals or other documents accompanying the Products.

5.4 In case of breach of the warranty stated in section 5.2, Vitrolife shall, free of charge and at its sole discretion (i) for Equipment where the defect is capable of remedy, remedy the defect at Vitrolife's address in which case the cost of transportation and potential reinstallation of the Equipment shall be borne by the Customer, or (ii) replace the defective Product, or (iii) refund the purchase price against the return to Vitrolife of the defective Product. If the Customer wants Vitrolife to remedy a defect in the Equipment at the place of installation, the Customer shall pay the travel cost and travel time of Vitrolife's service technician.

5.5 It is a condition for Vitrolife's obligations under section 5.4 that:

- (i) the Customer notifies Vitrolife by email to the support email address available on www.vitrolife.com immediately upon the defect becoming apparent and not later than within two (2) working days after the defect in the Product could possibly have been detected; and
- (ii) the Customer completes Vitrolife's complaint form if required by Vitrolife; and
- (iii) the Customer stores the Consumables under quarantine during ongoing non-conformity investigation in accordance with specifications.

5.6 The remedy of a defect through replacement of defective parts in Equipment shall not extend the warranty period for the Equipment in question.

5.7 VITROLIFE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND THE CUSTOMER'S REMEDIES UNDER SECTION 5.5 CONSTITUTE VITROLIFE'S SOLE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY OR OTHERWISE NON-CONFORMING PRODUCTS. Without limiting the generality of the foregoing, Vitrolife expressly disclaims any implied warranty of merchantability or fitness for a particular purpose.

5.8 All Software is provided on an "as is" basis without warranty of any kind, either expressed or implied, including without limitation warranties that the Software is free from defects,

merchantable, fit for a particular purpose or non-infringing.

6. Product Liability

6.1 Vitrolife shall not have any obligations to the Customer or any third party, for damage caused by any Product or Software except to the extent provided by mandatory product liability legislation applicable to Vitrolife. Vitrolife's liability under this section is, irrespective of the type, reason and scope of the defect, deficiency or damage limited in accordance with section 8.1 hereof and to an amount of five million (5 000 000) USD for each occasion and aggregated liability for one year.

7. Force Majeure

7.1 If the performance of an undertaking of Vitrolife or the Customer, other than the undertaking to make payments, is prevented or affected due to circumstances beyond the control of the prevented party, such as, but not limited to, changes in legislation, labor disputes, military mobilization, government regulations, fire, power failure, earthquake, flood, pandemics, acts or threats of terrorism, then this shall constitute a ground for relief of obligations and exemption from sanctions provided that the prevented party immediately notifies the other party thereof. If the fulfilment of an order is prevented for more than three (3) months due to such circumstances, either party may cancel such order.

8. Limitation of Liability

8.1 NOTWITHSTANDING ANYTHING IN ANY ORDER, PURCHASE ORDER OR DOCUMENT TO THE CONTRARY, VITROLIFE SHALL UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR OTHERWISE, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, LOSS OF REVENUE, OPERATING LOSS, LOSS OF DATA, OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, DOWNTIME COSTS OR CLAIMS FROM CUSTOMER'S OWN CUSTOMERS.

8.2 Vitrolife's total liability whether in contract, tort (including negligence), or otherwise shall never exceed an amount corresponding to the price or, as applicable, the total rental fee, paid by the Customer for the

Products or Software giving rise to the liability.

9. Software and Data

9.1 Prices, terms of delivery, license periods and separate terms and conditions for the Customer's use of the Software (including but not limited to end-user-license-agreements) will be stated in Vitrolife's order confirmation where applicable.

9.2 All rights, title and interest in any and all Software is the property of or licensed to the Vitrolife Group.

9.2 The Customer is granted a non-exclusive, non-sublicensable and non-transferable right to use the Software for an agreed time period subject to separate terms and conditions for the relevant type of Software. Software installed in Equipment sold or rented out by Vitrolife is licensed to the Customer for use solely on such Equipment.

9.3 The Customer undertakes not to copy, modify, reverse engineer, disassemble or decompile all or any part of the Software or rent, lease, distribute or sell the Software. For Software pre-installed in Equipment sold or rented to the Customer, the Customer shall, however, be entitled to make one copy for back-up and recovery purposes for use solely on the Equipment for the agreed time period.

9.4 The Customer shall not install or load any other software on the Equipment except for any updates supplied by Vitrolife or software which has been approved in writing by Vitrolife prior to its installation.

9.5 Nothing in these Terms and Conditions shall be construed as an obligation for Vitrolife to provide to the Customer updates of any Software.

9.6 Vitrolife shall be entitled to terminate the license granted to the Customer if the Customer violates the terms of the license.

9.7 Vitrolife assumes no liability with regard to any loss of data stored by the Customer in any Equipment or generated through use of any Software. **The Customer is at all times solely responsible for securing external back-up of all data stored in any Equipment or generated through use of any Software.**

9.8 This section 9 shall apply in addition to any other separate terms and conditions about the Customer's use of the Software. In case of conflict the separate terms and conditions for use of the Software take precedence over these Terms and Conditions.

10. Rental of Equipment

10.1 Where the Customer rents Equipment from Vitrolife, title to such Equipment remains with Vitrolife during the rental period.

10.2 The warranty stated in section 5 to these Terms and Conditions shall not apply to rented Equipment, but subject to section 10.3 Vitrolife shall during the rental period repair defects in the Equipment at no cost to the Customer. Vitrolife may replace defective Equipment with similar equipment as and when required in Vitrolife's opinion.

10.3 If a defect in the Equipment is caused by the Customer's negligence or misuse of the Equipment or any circumstances for which the Customer bears the risk, cf. section 10.4, the Customer shall reimburse Vitrolife for all costs of repair or replacement of the defective Equipment.

10.4 The Customer bears all risks of loss of or damage to the Equipment from receipt of the Equipment till return to Vitrolife of the Equipment, including without limitation the risk of loss or damage resulting from theft, fire, flooding, war, natural disasters, power failure, hacking, malware, and cyber-attacks. The Customer shall at its own cost maintain an all-risk insurance for the Equipment during the rental period.

10.5 The Customer shall immediately inform Vitrolife of any defects in, damage to or loss of the rented Equipment. The Customer shall under no circumstances perform or attempt to perform or have performed any repair or replacement of the Equipment.

10.6 The Customer rents the Equipment "as-is" without warranty of any kind, either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose or of freedom from infringement of third-party intellectual property rights arising from the Customer's use or rental of the Equipment. Without limiting the generality of the foregoing, Vitrolife does not provide any warranty that the rented Equipment will perform uninterrupted or to minimum performance rates during the rental period.

10.7 During a rental period the Customer or Vitrolife may terminate the rental agreement with immediate effect in case of the other party's material breach of its obligations under the rental agreement. A material breach includes, but is not limited to: (i) the Customer's failure

to pay any amount on its due date; (ii) the Customer's repeated abuse or misuse of the Equipment; (iii) the appointment of a receiver or liquidator, or the adjudication of bankruptcy or insolvency of the Customer.

10.8 Vitrolife may, without any liability towards the Customer, terminate a rental agreement on the giving of 10 days' written notice if Vitrolife deems or suspects that the Customer's continued rental or use of the Equipment or Software may directly or indirectly constitute a violation of (i) any anti-corruption laws, (ii) any other laws or regulations applicable to Vitrolife or the Customer, (iii) any ethical guidelines that Vitrolife has adopted, or (iv) any third party's intellectual property rights.

10.9 Upon expiration or termination of the rental agreement, irrespective of the reason, the following shall apply:

- (i) the Customer shall immediately cease all use of the Equipment and make it available for collection by Vitrolife at the address it was supplied to;
- (ii) the Customer shall surrender the Equipment in the same working condition as it was received from Vitrolife, normal wear and tear excepted;
- (iii) the Customer shall at Vitrolife's request delete all personal data, protected health information and any other data stored by the Customer in the Equipment or the Software; and
- (iv) unless the rental agreement is terminated by the Customer due to Vitrolife's material breach, Vitrolife shall make a final calculation and invoicing of the rent to be paid by the Customer for any period of the agreed rental period that has not yet been paid for.

10.10 Except if expressly deviated from in this section 10, or if clearly and objectively not applicable to rented Equipment, all sections of these Terms and Conditions shall also apply to the rental agreement between Vitrolife and the Customer.

11. Intellectual Property

11.1 Vitrolife expressly excludes any and all written or verbal, explicit or implied warranties of freedom from infringement of third party intellectual property rights arising from the Customer's use, rental or purchase of the Products and the Software.

11.2 All logotypes, trademarks or product names set out on the Products and the Software and any design of the Products constitute

Vitrolife's intellectual property. The Customer undertakes not to remove or alter Vitrolife's labeling of the Products or the Software.

12. Personal Data

- 12.1 Each party shall (i) comply with any obligations that it may have under applicable data protection legislation in connection with its performance of its obligations under these Terms and Conditions and (ii) take all reasonable precautions to ensure that personal data is processed in a secure and proper manner.
- 12.2 In the event that Vitrolife engages in the processing of personal data pertaining to the Equipment sold or Software licensed to the Customer, a data processing agreement shall be implemented to regulate and govern the handling of such data.
- 12.3 Vitrolife's privacy policy is available at [Privacy Policy](#).

13. Compliance

- 13.1 The Customer acknowledges that the Products and the Software may be subject to export control and sanctions laws, regulations, rules, and licenses of various countries, including but not limited to Council Regulation (EC) No. 821/2021, Council Regulations (EC) No. 833/2014, No. 269/2014 and No. 765/2006, UK laws, the U.S. Export Administration Regulations and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Regulations, any legislation replacing and/or amending the foregoing, and any orders issued under the foregoing (collectively "Trade Rules") as determined by Vitrolife.
- 13.2 The Customer represents that it is not an entity sanctioned by Trade Rules nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by Trade Rules.
- 13.3 The Customer undertakes to comply with the Trade Rules and is solely responsible for ensuring its compliance with Trade Rules. This includes but is not limited to ensuring that the Customer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the Products or the Software in breach of the Trade Rules, to include for prohibited end-use and/or proliferation activities as defined by Trade Rules.

- 13.4 The Customer shall not sell, export or re-export, directly or indirectly, the Products or Software to or for use in Cuba, Iran, North Korea, Syria, Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), or any other country subject to embargo under Trade Rules (collectively "the Sanctioned Territory"). The Customer shall not sell, export, re-export, directly or indirectly, the Products or Software to entities or individuals classified as denied parties under Trade Rules, or otherwise prohibited from receiving such Products, Software, or connecting services.
- 13.5 The Customer agrees to sign written assurances and other export-related documents upon Vitrolife's request to assist Vitrolife in verifying compliance with Trade Rules. The Customer shall make available to Vitrolife upon request information concerning compliance with the obligations under sub-paragraphs (1) - (4) without undue delay. The Customer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs (1) - (4) is not violated by any third parties further down the commercial chain, including possible resellers. The Customer shall immediately inform Vitrolife about any problems in applying paragraphs (1) - (4).
- 13.6 Any violation of paragraphs (1) - (5) shall constitute a material breach of an essential element of these Terms and Condition, and Vitrolife shall be entitled to seek appropriate remedies, including, but not limited to, termination of any sales or rental agreement.
- 13.7 If, due to the Trade Rules, Vitrolife:
- i) is prohibited from executing an order, Vitrolife shall be entitled to cancel the order or postpone delivery of the Products or Software in question. If Vitrolife decides to cancel a specific order or postpone delivery for these reasons, the liability of Vitrolife for any costs, damages, penalties, etc., whatsoever, shall be excluded.
 - ii) assesses that the execution of an order affects Vitrolife negatively, Vitrolife shall be entitled to cancel a specific order or postpone delivery thereof. If Vitrolife decides to cancel a specific order or postpone delivery for these reasons, this postponement and/or cancellation shall not

induce any legal remedies for any party.

14. Vitrolife is committed to upholding high standards of environmental, social, and governance (ESG) practices in all aspects of its operations. As part of this commitment, Vitrolife ensures that its business processes align with sustainable and ethical principles. Vitrolife requires its Customers to adhere to its [Principles of Responsible Business Conduct](#) ("PRBC"), which reflects these ESG values. By entering into a purchase agreement with Vitrolife, the Customer agrees to conduct its business in compliance with Vitrolife's PRBC, including but not limited to:
- 14.1. Promoting environmentally sustainable practices.
 - 14.2. Respecting human rights and ensuring ethical labor practices.
 - 14.3. Upholding governance standards, including anti-corruption and fair business practices.
- Failure to comply with these principles may result in appropriate actions, including suspension or termination of the business relationship.

15. Disputes and Governing Law

- 15.1 These Terms and Conditions shall be governed and constructed in accordance with the laws applicable at the contracting Vitrolife company's domicile with disregard to its conflicts of law principles. The United Nations Convention for the International Sale of Goods (CISG) shall not apply.
- 15.2 All disputes arising from or in connection with agreements to which these Terms and Conditions apply shall be finally settled in the courts having jurisdiction at the contracting Vitrolife company's domicile. Vitrolife may also bring proceedings against the Customer before any competent court having jurisdiction over the Customer.
- 15.3 If these Terms and Conditions are translated to another language, the English version shall prevail in case of discrepancies.

*Vitrolife Group
February, 2025*