

General Terms and Conditions of Sale

Article 1: Scope and Enforceability of the General Terms and Conditions of Sale

1.1: These General Terms and Conditions of Sale (hereafter "GTCS") are applicable to all sales of *Products* and *Equipment* (hereafter the "*Goods*") by Haemonetics consisting of, on the one hand, items of equipment, spare parts and accessories (the "*Equipment*") and, on the other hand, consumables, reagents and solutions (the "*Products*"), unless otherwise stipulated as a result of a written agreement duly signed between Haemonetics and the customer (hereafter the "*Customer*"). These GTCS further cover the supply of Software as defined in Article 16 below if identified in a *Quotation* as defined in Article 4.

1.2: The act of placing an order and/or accepting the *Goods* ordered means that the *Customer* definitively, fully and unreservedly accepts these GTCS. The GTCS provided to the *Customer* on a date prior to these GTCS are deemed to be null and void and are replaced by these GTCS.

1.3: These GTCS are expressly approved and accepted by the *Customer* who declares and acknowledges being fully aware of them. As a result, these GTCS take precedence over the general conditions of purchase of the *Customer* and the *Customer* waives taking advantage of any inconsistent or contradictory document and in particular its own general conditions of purchase, unless they have been expressly accepted by Haemonetics in writing. Any additions, crossings out, amendments or deletions made to these GTCS that are not approved by Haemonetics in writing are null and void. This requirement of written acceptance shall apply even if the *Customer* refers to its own general conditions of purchase and Haemonetics does not expressly object.

1.4: The fact that Haemonetics does not, at a particular time, avail itself of any of these GTCS cannot be interpreted as waiving the right to avail itself subsequently of any of said GTCS.

Article 2: Orders for Goods

2.1: Orders are binding when they have been accepted by Haemonetics. Orders must be submitted in written form; orders by phone should be limited to exceptional situations of urgency and must be confirmed by the *Customer* in writing. Haemonetics explicitly reserves the right to reject orders, in particular where they are not in written form.

2.2: Any order must indicate the Haemonetics reference for the *Goods* ordered, the quantity ordered at the prevailing rate, the delivery address and the invoicing address.

2.3: The *Customer* can only place an order for delivery sizes as specified by Haemonetics in accordance with the packaging imposed by Haemonetics.

2.4: Haemonetics reserves the right to make any amendment to the presentation and description of its *Goods* that it may deem appropriate to improve the *Goods*, without Haemonetics having to notify the *Customer*.

2.5: The benefit of the order is personal to the *Customer*.

Article 3: Shipment – delivery – acceptance

3.1: Terms and conditions

Delivery is made either by the direct handover of the *Goods* to the *Customer* or to the place indicated by the *Customer* on the order through a carrier. Under no circumstances will the carrier be authorised to provide other services than the delivery of the order in the strict sense. Any change must be agreed with Haemonetics and may be subject to extra carrier fees. Deliveries are made DAP (Incoterm 2020-ICC) carriage paid to the *Customer's* delivery address indicated on Haemonetics' order confirmation provided that the delivery destination is in the same country as the registered office of the *Customer*. Any delivery is made at the door of the *Customer's* delivery address. The terms and conditions of deliveries made outside the territory where the *Customer* is based will be subject to a special agreement between Haemonetics and the *Customer*.

3.2: Lead times

The delivery lead time proposed to the *Customer* by Haemonetics is only given for information purposes and depends on Haemonetics' supply and transportation availabilities. However, if, the lead time applicable is more than three weeks for *Products*, and more than six weeks for *Equipment* after the indicative delivery date, the relevant purchase order for the relevant *Goods* can be cancelled at the request of the *Customer*. This does not apply where the lead time equals or exceeds these periods because of a case of *Force Majeure* within the meaning of Art. 6. If delivery is significantly impeded or impossible due to *Force Majeure* within the meaning of Article 6 and the impediment is not only of a temporary nature, Haemonetics is entitled to cancel the sale of the corresponding *Goods* (in whole or in part) without penalty. The same shall apply in the event of upstream supply or delivery failures or delays to Haemonetics that result in delays to deliveries under a purchase order with the *Customer* and for which Haemonetics is not responsible. In these cases Haemonetics will inform the *Customer* as soon as it becomes aware of the *Force Majeure* event or supply failure (as applicable) and of its election to cancel the sale and Haemonetics will refund any payments already made by the *Customer* towards the purchase price. This will constitute the *Customer's* sole remedy in these cases and the *Customer* shall not be entitled to further compensation for any loss, damages or other costs.

An "express" delivery can be made at the specific request of the *Customer* (within 24 hours, for any order placed before 10.00 a.m.). Haemonetics shall decide on this on a case-by-case basis; the *Customer* shall not be entitled to express delivery. In such a case, the costs and special conditions of such an "express" shipment will be invoiced to the *Customer* in accordance with the carrier's rates prevailing on receipt of the order by Haemonetics and will be stated on the invoice.

3.3: Risks and reservations at the time of acceptance of the Goods

3.3.1: Acceptance occurs when the *Customer* signs the delivery receipt. **3.3.2:** The *Customer* must inspect the *Goods* delivered immediately on arrival in terms of quality, quantities, references of the *Goods* and compliance with the order and notify Haemonetics in writing of any resulting complaints within two working days of the date of receipt of the *Goods*. Deviations, including quality problems that were not visible during the inspection, must be reported by the *Customer* to Haemonetics immediately after their discovery. *Goods* that have not been objected to in due form and time in accordance with the above shall be deemed to have been accepted by the *Customer*.

3.3.3: The *Customer* is obliged to support Haemonetics in exercising any rights of recourse against the carrier that Haemonetics may have. **3.3.4:** The *Customer* undertakes not to delay acceptance of the *Goods*.

3.3.5: Notwithstanding the retention of title clause set out in Article 8 of these GTCS, all of the risks of losses of and damages to the *Goods* and the damage that they could cause are transferred to the *Customer* from the date of delivery of the *Goods*.

3.3.6: The *Customer* shall bear the cost of insurance following transfer of the risks, and undertakes to provide evidence to Haemonetics, if so requested, of the insurance policies covering the *Goods* delivered subject to retention of title.

Article 4: Prices

Unless special conditions are negotiated by Haemonetics with the *Customer*, the *Goods* are invoiced at the price prevailing on the day of the order. In the event of an error by the *Customer* on the order, Haemonetics reserves the right, with the *Customer's* agreement, to correct the *Customer's* error or to ask the *Customer* to issue a new order at the right price.

No discount will be given for early payment. The details of the payment conditions will be stated in the proposal issued by Haemonetics for the sale of *Goods* and the granting of one or several software license (s) and sent to the *Customer* (hereinafter the "*Quotation*"). Unless otherwise indicated in the *Quotation*, prices are quoted in British pounds when the *Quotation* is issued by Haemonetics Ltd. (United Kingdom), in Swiss Francs when issued by Haemonetics S.A. (Switzerland) for end delivery in Switzerland, and in Euros in all other cases, and are deemed to be net, excluding taxes, carriage paid on the territory where the *Customer* is based in accordance with the prices provided to the *Customer* as part of a *Quotation*. The prices will be increased by the rate of VAT prevailing on the day of receipt of the order by Haemonetics.

Haemonetics reserves the right to amend its prices at any time. However, it undertakes to invoice the *Goods* ordered at the prices indicated when the order is recorded.

Haemonetics shall apply standard delivery disposable charges as indicated on the *Quotation*, to cover administrative expenses. Absent such indications in the *Quotation*, standard delivery disposable charges are:

- For orders with a value higher than or equal to £500 excl. VAT: Transport and Packaging costs are borne by Haemonetics (freight and packaging included)
- For orders with a value lower than £500 excl. VAT Haemonetics will charge the *Customer* a handling fee of £50 plus VAT.

The credit notes issued to the *Customer* can only be used to settle payable invoices issued to the *Customer* by Haemonetics. Any tax, duty, fee or other service provision to be paid pursuant to applicable regulations, or those of an importing country or a transit country are payable by the *Customer*.

Article 5: Payment – Late payment interest – Demands for collateral

5.1: Settlements shall be made by the due date stated on the invoice and, where this is not indicated, by thirty days from the date of issue of the invoice by bank transfer.

5.2: Any sum not paid by the due date as per Article 5.1 shall automatically entail the application of late payment interest per calendar day and interest will accrue each day at five percent (5%) a year above the Bank of England's base rate from time to time, without prejudice to any other compensatory payment which Haemonetics reserves the right to claim. The late payment interest is calculated on the total outstanding amount, including all taxes borne by the *Customer* from the date specified in Article 5.1, without any prior formal notice being necessary. If, within fifteen days of the commencement of the delay, the *Customer* has not paid the sums still due, Haemonetics reserves the right to cancel the sale and claim loss, damages and costs in accordance with applicable law. If *Goods* have not been paid for by the *Customer* but have been used and/or consumed, Haemonetics reserves the right (in addition to cancelling the sale) to claim compensation in an appropriate amount. When payment is by instalments, non-payment of just one instalment will result in the immediate payment of the whole of the debt, without formal notice; this does not apply in case of non-payment without fault by the *Customer*.

5.3: Any deterioration in the *Customer's* solvency may justify the demand for collateral or a cash settlement before the shipment of orders received, or payment on delivery. This will be the case in particular if there is a change in the *Customer's* ability to pay or, in his/her/its professional activity (or, if the *Customer* is a company, change in its managers or change in the form of the company), or if a transfer, lease, pledging or contribution of his/her/its business assets has an unfavourable effect on the *Customer's* solvency.

5.4: Haemonetics shall be entitled to charge the *Customer* for all costs incurred in collecting the overdue amounts and the interest due thereon, including – and without limitation – full indemnification of attorneys' and court costs. Haemonetics reserves the right to bring any claim against the *Customer* and to take any legal action likely to preserve its rights to compensation.

Article 6: Force Majeure and Act of God

Haemonetics may not be held liable if and as long as the non-performance or the delay in performing one of its obligations under these *GTCS* or a purchase order is the result of a case of Force Majeure or an act of God. In this regard, the Force Majeure is deemed to be any external, unforeseeable event beyond Haemonetics reasonable control, such as, (without limitations) fire, floods, interruption in the supply of energy, raw materials or spare parts, changes to applicable law, epidemic or pandemic, severe weather conditions, total or partial strike of any sort hindering the smooth running of the company, such as transport strikes, postal services strikes, inability to supply, etc. If such a situation should occur, Haemonetics undertakes to keep the *Customer* informed.

Article 7: Return of Goods:

7.1: Returns initiated by Haemonetics The *Customer* may return any *Goods* damaged during delivery or delivered in error by Haemonetics, subject to Haemonetics' prior written agreement and compliance with the conditions described in Article 7.2 below at Haemonetics costs and risk. The *Customer's* right to demand subsequent performance or to withdraw from the sale due to a defect in accordance with section 11 remains unaffected by this and does not require the prior written consent nor compliance with the conditions described in Article 7.2 below.

Returns of *Equipment* can be authorised as part of Haemonetics' technical after sales service on the *Customer's* site at the conditions stipulated in the *Equipment* service contract or in the *Quotations* or the work sheet issued by Haemonetics in the event of an after sales service outside of the service contract. Refer to these conditions for the terms and conditions for any return of *Equipment*.

For any problem associated with the *Products*, particularly when using the *Products*, the *Customer* is asked to contact Haemonetics immediately and Haemonetics will advise the *Customer* of the appropriate procedure to be followed.

7.2: Returns initiated by the Customer The *Customer* must not return *Goods* without Haemonetics' prior written agreement; failing such agreement, the *Customer* bears all costs relating to such unauthorized return. Haemonetics reserves the right to charge the *Customer* a handling fee of £100 excl. VAT for such *Goods* returned with a value less than £2000 incl. VAT, and 5% of the value of such *Goods* returned whose overall value is equal to or exceeds £2000 incl. VAT.

7.3: Terms and conditions for returning Goods (outside of after sales service) Sterile *Products* must be returned in accordance with the conditions relating to the "Return Material Authorization" (RMA) procedure as advised by Haemonetics in their original box per the initial packaging, without markings. The *Customer* must ensure protection of the *Goods* returned during transportation and must respect applicable carrier regulations to avoid any damages during the transport. The *Goods* returned shall be accompanied by a return slip, previously provided to the *Customer* by Haemonetics, to be affixed on the package. No exchange will be made or credit note issued if the *Customer* does not comply with the above-mentioned provisions. *Goods* may only be returned or give rise to a credit note or reimbursement where Haemonetics has noted that they are inappropriate for their use.

Article 8: Retention of title clause Haemonetics retains ownership of the *Goods* sold until the price (principal sum and incidental amounts due by the *Customer*) has been fully paid. Notwithstanding the fact that the risk is transferred when the *Goods* are delivered to the *Customer*, ownership is only transferred once Haemonetics has received payment for the *Goods*. Haemonetics holds all of the property rights until Haemonetics has received full payment. Haemonetics is entitled to cancel the sale and take back possession of the *Goods* in the *Customer's* possession or under his/her/its control in his/her/its premises if the *Customer* is in breach of any of its obligations, and in particular its obligation to pay the purchase price. The return of *Goods* by the *Customer* or the taking back of *Products* by Haemonetics does not relieve the *Customer* of his/her/its contractual obligations arising hereunder.

Article 9: Use of the Goods

The *Customer* undertakes to comply with, and to ensure compliance with, the storage requirements and instructions for use that appear on the packaging and in the documentation accompanying the *Goods*. To the extent that training for the use of the *Goods* is required, the *Customer* shall ensure that the *Goods* are only used by duly trained personnel according to the instructions for use. If the storage requirements and instructions for use are not complied with, Haemonetics reserves the right to take all measures to guarantee the quality level and the reputation of its *Goods*, to cancel the open orders and, to refuse the *Customer's* subsequent orders. Subject to the cases described in section 11.3, Haemonetics may not be held liable, each time that these storage requirements and instructions for use have not been strictly complied with.

Article 10: Installation of the Equipment

Haemonetics will advise the *Customer* of the approximate delivery date of the *Equipment* to his/her/its premises and is responsible for installing the *Equipment* on site. The *Customer* must not, under any circumstances, unpack and/or install the *Equipment*. A meeting is held with the *Customer* so that a Haemonetics technician can commission the *Equipment*. Once the installation is complete, the Haemonetics technician carries out the acceptance testing procedure so as to demonstrate the correct operation of the *Equipment*. Following the acceptance testing, the technician will hand an installation report over to the *Customer*, to be signed by Haemonetics and the *Customer*.

Article 11: Warranty – Maintenance of the Equipment – Limitation of liability

11.1: Warranty on the Equipment New *Equipment* is guaranteed against any defect in material or workmanship for a period of twelve (12) months from the first invoice date. Reconditioned *Equipment* has the same warranty for a period of six (6) months. Interventions under the warranty cannot have the effect of prolonging the period of the warranty. Subject to Article 11.4, under this warranty, the only obligation incumbent on Haemonetics will be the repair or the exchange of the *Equipment* or of the component acknowledged as defective by its staff. The warranty does not apply to defects that the *Customer* has not notified in due form and time in accordance with Article 3.3. Subject to Article 11.4, also excluded are defects and damage caused by natural use or by an

external event particularly incorrect assembly, defective maintenance, abnormal use, etc. or by a modification of the *Equipment* by the *Customer* not scheduled or specified in the instructions for use provided by Haemonetics. Preventative maintenance is not covered by this warranty.

11.2: Warranty on the Products The warranty period for the *Products* corresponds to the shelf-life period stated on the packaging, otherwise it is one year from invoice date.

11.3: Warranty for Software (as defined in Article 16 below) With respect to *Software*, Haemonetics warrants that the *Software* performs in substantial accordance with the user documentation accompanying such *Software* for a period of ninety (90) days following installation date, (the "*Software Warranty*"). If *Customer* makes a warranty claim during the *Software Warranty* period, specifying with reasonable particularity the nature of the deviation from the user documentation, Haemonetics shall use commercially reasonable efforts to provide a solution free of charge. For the avoidance of doubt, Haemonetics does not warrant or guarantee that it will eliminate any deviations which do not materially affect the *Customer's* operations using the *Software*. This section states *Customer's* exclusive remedy and Haemonetics' sole liability for any breach of the *Software Warranty*. *Customer* may subscribe to a service contract the complete terms and conditions of which for the selected maintenance services level are available upon *Customer's* request.

11.4 Limitation of liability Haemonetics' total liability in respect of any and all claims brought by *Customer* against Haemonetics during a twelve-month period, shall not exceed the value of *Goods* purchased by *Customer* from Haemonetics during that twelve-month period. Nothing in these *GTCS* limits or excludes a party's liability for: (i) liability for death or personal injury caused by negligence; (ii) liability for fraud or fraudulent misrepresentation; and (iii) any other liability that cannot legally be limited by law. These *GTCS* expressly exclude any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the parties or any representation by either Party not contained in a binding legal agreement executed by the parties.

Article 12: Intellectual property rights

Haemonetics and all distinctive signs and names contained on the *Goods* are registered trademarks the use of which has not been granted to the *Customer* hereunder. These *GTCS* do not entail Haemonetics giving the *Customer* any licence or transfer of patent or any other industrial property rights or of rights to sell and/or distribute the *Goods* sold. The *Customer* must comply with all regulations and/or directives applicable to the use of the *Goods*.

Article 13: Resale of the Goods

Compliance with applicable sanctions is of crucial importance to Haemonetics. Thus, Haemonetics expects its contractual partners to comply with all applicable sanctions and to use best efforts to prevent the purpose of these sanctions from being frustrated by third parties. More specifically,

(1) *Customer* shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any *Goods* supplied under or in connection with these *GTCS* that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 in the respective valid version.

(2) *Customer* shall undertake its best efforts to ensure that the purpose of paragraph (1) of this Article 13 is not frustrated by any third parties further down the commercial chain, including by possible resellers logistic partners.

(3) *Customer* shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers logistic partners, that would frustrate the purpose of paragraph (1) of this Article 13.

(4) Any violation of paragraphs (1), (2) or (3) of this Article 13 shall constitute a material breach of these *GTCS*. In this case, Haemonetics shall be entitled to seek the following remedies:

(i) termination of any supply agreement and/or purchase orders between Haemonetics and the *Customer* or otherwise discontinuation of any supply by Haemonetics of the *Goods* to the *Customer*; and

(ii) recover any damages, loss or costs incurred by Haemonetics as a result of such breach, which damages, costs and/or loss *Customer* hereby undertakes to indemnify and hold Haemonetics harmless against.

(5) *Customer* shall immediately inform Haemonetics about any problems in applying paragraphs (1), (2) or (3) of this Article 13, including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The *Customer* shall make available to Haemonetics information concerning compliance with the obligations under paragraph (1), (2) and (3) of this Article 13 within two weeks of the simple request of such information.

Article 14: Vigilance and regulatory responsibility

Haemonetics will monitor and comply with these vigilance provisions. If *Customer* receives complaints or otherwise becomes aware of an actual or suspected incident, defect or non-conformity of the *Goods*, *Customer* shall promptly notify Haemonetics and provide Haemonetics, upon request, with the information necessary to further investigate the incident. The local Haemonetics Vigilance Officer is available for reportable incidents and can be reached at: vigilance.uk@haemonetics.com. When reporting, the *Customer* must comply with applicable laws, including those relating to data protection.

Within their respective areas of control and responsibility, the parties shall ensure that the requirements of applicable law regarding the *Goods*, in particular the provisions of the Medical Device Regulations 2012 (as amended from time to time) and product liability law, are complied with.

Article 15: Product recalls

Should Haemonetics undertake a product recall or a precautionary quality-related withdrawal of the *Goods* for technical improvement ("*Recall*"), Haemonetics will propose a replacement product to *Customer*, which may be either the same model or a different model with different, possibly additional features, which may require an adjustment of the contractual terms. The parties agree that in the event of a *Recall*, it may no longer be possible to provide the *Customer* with a *Good*. The *Customer's* warranty rights under Article 11 in the event of defects shall remain unaffected in this case. In the event of a *Recall*, *Customer* shall have a duty to assist Haemonetics in carrying out the *Recall* and, to the extent necessary, to make the *Goods* available or return the *Goods* in accordance with Haemonetics' instructions. If *Customer* fails to comply with this request in a timely manner and continues to use the *Goods*, Haemonetics shall be released from any liability for damages caused by the continued use of the *Goods*, and *Customer* shall indemnify Haemonetics for any third-party claims arising from *Customer's* continued use of the *Goods*.

Article 16: Software

16.1: Where the *Quotation* also provides for identified software (such as TEG Manager or HaemoCommunicator, hereinafter the "*Software*"), Haemonetics hereby grants, in exchange for the payment of any software license fee ("*Software License Fee*") set out in the *Quotation*, to *Customer* and *Customer* hereby accepts a non-exclusive, non-transferable license to install and use the *Software* solely for *Customer's* internal purposes and in accordance with the *Software's* intended use as described in corresponding user manuals.

16.2: *Customer* shall not copy (except for reasonable backup and archival purposes), adapt, create derivative works of or otherwise modify any *Software* without the express written consent from Haemonetics. *Customer* shall not disclose or provide access to the *Software* to any third party, nor permit any third party to engage in any of the acts prohibited under this section, in each case without the express written consent of Haemonetics. In addition to Haemonetics' express written consent, any third-party access to the *Software* must be the subject of specific and signed confidentiality undertakings by the third-party, consistent with the provisions of this section 16.

16.3: Reverse Engineering Except as otherwise expressly permitted by applicable law, *Customer* is not permitted to directly or indirectly reverse engineer (e.g., decompile, disassemble, reverse compile, reverse assemble, or reverse translate) any *Software* nor any *Software* embedded in the *Equipment*, or use any means to discover the source code of or trade secrets in any *Software* nor in any of the *Software* embedded in the *Equipment*. No fewer than sixty (60) days prior to undertaking any of the foregoing prohibited acts, *Customer* shall provide to Haemonetics written notice, specifying with particularity the applicable law that expressly permits such act.

16.4: Scope of Software Services The following services are included in the Software License Fee:

- (1) Helpdesk. From its own premises, by telephone, Haemonetics will provide general advice and assistance with *Software* issues. Haemonetics will provide diagnostics of *Equipment* problems, and assistance in restoring *Software* to proper operation after a failure, fault or error.
- (2) All updates
- (3) Updates and new *Software* releases. All *Software* updates and 1 (one) upgrade per annum to retain optimal functionality of the system.

In order to perform the services, Haemonetics will use a connection by a specialised network to the *Equipment* that allows for it. For that purpose, the *Customer* shall grant remote access to the *Equipment* via VPN (Virtual Private Network) or other means. It is the *Customer's* responsibility to ensure the appropriate security measures are in place. Any such support services are provided to Haemonetics products only and do not cover support following configuration changes by the *Customer* affecting the use by the *Customer* of the *Software*.

16.5: Customer's obligations

To ensure proper support, the *Customer* shall –

- (1) designate a primary contact for Haemonetics for all matters relating to the performance of a *Quotation*;
- (2) grant Haemonetics' representatives network access for remote support, or access to the *Customer's* premises and systems if necessary for on-site repair;
- (3) allow, if necessary, access (under reasonable conditions) to the test and production environments concerned;
- (4) limit permission to submit support requests to those of its employees trained in and qualified to use the *Equipment* and whose names have been communicated to Haemonetics; and
- (5) install necessary virus protection software and perform regular backups of the data.

If the *Customer* does not honour its obligations under this section 16.5, Haemonetics will have the right to refuse to perform any of the support and maintenance services and may refund any prepaid fees pro rata according to the time remaining per contract year.

Article 17: Jurisdiction and Venue & Third-Party Rights

17.1: The contractual relationship between Haemonetics and the *Customer* is subject to the laws of England. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and the standards of private international law referring to it are expressly excluded. In the absence of an amicable solution, any dispute will be submitted to the competent court of the place of registration of the selling Haemonetics' entity.

17.2: Unless expressly provided in these *GTCS*, neither these *GTCS* nor any purchase order confers any rights on any person or party (other than the parties to these *GTCS*) pursuant to the Contracts (Rights of Third Parties) Act 1999.