

SALE TERMS AND CONDITIONS

Art. 1 - Validity and scope of application of the Sale Terms and Conditions - Delivery and shipping

These Sale Conditions (henceforth "**Sale Conditions**") apply to Purchase Orders received through the ESAOTE E-Commerce channel referred to in the site www-eshop.esaote.com (the "**ESAOTE Site**"). "Product(s)" refers to the medical equipment and relative new or used accessories, consumer goods, accessories, probes and spare parts as specified in the Purchase Order (henceforth also "Order(s)").

Purchase Orders have a contractual offer and ESAOTE reserves the right to send the Customer specific communication of non-acceptance of the Order received by the Customer in the event that the Product(s) were/were not available due to Product unavailability. In the event that the Product(s) is not available, ESAOTE will refund the Customer the amount relating to the purchase price with the same method with which the payment was made.

Delivery of the Product(s) must be understood as carriage paid, with all related effects on the transfer of risk.

The Product(s) will be shipped to the address specified in the Order. ESAOTE reserves the right to verify the consistency of the address indicated with respect to its installed base, and the right to choose the carrier and shipping methods.

Product delivery means ground floor.

Delivery terms will be specified during the purchase process and run from the date of the Order transmission to ESAOTE or from the actual receipt by ESAOTE of the amount due from the Customer as the Price of the purchased Product(s). It is understood that the delivery terms provided are in any case indicative. ESAOTE is not responsible for delays in delivery or failures due to causes beyond its reasonable control, nor can the carrier chosen by ESAOTE be considered an ESAOTE agent. Late delivery for any part of the Order does not give the Customer the right to cancel the Order. ESAOTE is not liable for non-delivery or late delivery due to causes beyond its control or for reasons of proven force majeure.

If at any moment of the delivery the Customer refuses the Product, they will not be reimbursed for the related delivery expenses already paid in.

Art. 2 – Purchase Order(s)

Once the Products have been selected and the relative payment has been made, where the Product(s) is available, the Customer will receive an Order confirmation e-mail, indicating the Order number and a summary of all the Customer data entered in the Order. The Customer undertakes to verify its correctness and to promptly communicate any corrections through Customer Service (eshop@esaote.com). The Order number must correspond to the one used in any other communication with ESAOTE.

In the event that the Product(s) is not available, ESAOTE will refund the Customer the amount relating to the purchase price with the same method with which the payment was made.

Customer Service is where reports and/or information requests about the status of shipments can be made (eshop@esaote.com).

ESAOTE reserves the right to refuse requests for information and/or Orders from:

- a Customer with whom there is an ongoing legal dispute;
- a Customer who has previously violated the conditions and/or terms of the Sales Conditions.
- a Customer who has been involved in fraud of any kind and, in particular fraud involving credit card payments;
- a Customer who has entered false, incomplete or otherwise inexact identification data.

Art. 3 - Sale/risk assumption

The Customer expressly agrees that ownership of the Product(s) is transferred to the them on full payment of the purchase price. The Customer bears responsibility for risk of Product loss or deterioration starting from the moment of delivery.

Art. 4 - Product Purchase Price

The Purchase Price of products published on the Site are in Euros and include taxes. ESAOTE reserves the right to change the Product Purchase Price at any time, without notice; it is understood that the Purchase Price relating to Product(s) acquired by the Customer will not be changed with regard to Purchase Price specified in the Purchase Order.

Delivery charges are at the Customer's expense, unless otherwise indicated in the purchase procedure. The amount (including VAT) of these expenses, which may vary in relation to the Product(s) purchased and the destination, will be indicated separately before the Customer confirms the Purchase Order.

For delivery of Products in certain territorial areas, specifically indicated during the purchase procedure, the payment of a surcharge ("expense contribution") may be required, the exact amount of which will be clearly indicated during the purchase procedure and before the transmission of the Order.

Where applicable, the customer is responsible for customs charges and duties, which will not be reimbursed in the event of termination, for any reason, of the purchase contract, including the case of Return. In any case, the amount due by way of non-refundable customs charges and duties in the event of termination of the purchase contract will be explicitly indicated in the purchase procedure, before the Customer sends the Order.

In the Order summary and, therefore, before the Customer proceeds with its transmission, the total price of the Order will be indicated, with a separate indication of the delivery costs and any other possible additional expense. This total, which will also be indicated to the Customer in the Order confirmation e-mail, will constitute the total amount due by the Customer in relation to the Order.

Art.5 - Payments – cancellation clause

The Purchase Price payment owed by the Customer is paid at the same time as when the purchase order is entered.

Purchased Product payment on the Site can be made using the payment methods indicated during purchase procedure.

If the Customer chooses the bank transfer payment method, ESAOTE will send the Order confirmation to the Customer following receipt of the amounts to be transferred.

ESAOTE reserves the right to declare the legal termination of the Purchase Agreement pursuant to and for the purposes of Article 1456 of the Italian Civil Code in the event of non-payment of the Purchase Price or payment in breach of the terms specified in the purchase order and/or these Sale Conditions.

Art. 6 Installation, Inspection, Acceptance of Product(s)

Where provided, installation and inspection are done by ESAOTE, or by those so charged. It is expressly understood that, in the event that the Customer refuses installation and inspection by ESAOTE or by the subjects indicated by them, ESAOTE does not assume any type of responsibility in the event of malfunctions or damages of any kind and nature caused by the use of the Products nor will the conventional guarantee referred to in these Sale Conditions operate in any way.

The Product(s) is considered accepted within 15 (fifteen) days from the delivery date or by the inspection date, where provided. The Customer must raise any disputes or complaints in the methods and within the terms specified below.

The Customer must inspect the Product(s) immediately on receipt. ESAOTE must be informed in writing, without delay, of any defect encountered during this inspection. In the case of obvious damages to the Product(s) or their packaging, the Customer must refer this to ESAOTE immediately with all the details of the damage.

Under penalty of forfeiture of the right, a report of any faults and/or defects found in the product(s) must be made within 15 days from the delivery date or the inspection date where provided, exclusively in writing to the following e-mail address: eshop@esaote.com and the terms covered in art. 6 Warranty will be applicable.

ESAOTE will verify at its sole discretion the reported defects, and if the Products were already damaged when they left the ESAOTE warehouse or whether any damage was caused by the Customer. ESAOTE will analyze the cause of the defect/damage and report the results to the Customer as soon as possible, accepting or refusing the warranty or the Return depending on the outcome. If it is ascertained that the Product originally sent by ESAOTE was already defective, the provisions on the warranty referred to in these Sale Conditions will apply.

As regards the installation and testing services carried out by ESAOTE or by third parties indicated by ESAOTE, the Customer must formally accept them once the related activities have been completed, by signing a commissioning report. From that moment on, any further intervention required on site will be charged to the customer.

Art. 7 – Recall and Return

The Customer may return the Product(s) with costs exclusively borne by the Customer within 15 (fifteen) days of delivery, exclusively if the Product(s) has not been used in any way or, where applicable, installed and is stored and shipped in its original packaging. The Product Purchase Price refund will be made at the discretion of ESAOTE and only following receipt and ESAOTE has verified the returned Product(s). The Product return procedure is regulated in the FAQ on the Site.

The Customer accepts and acknowledges that, in case of Product returns, the related delivery costs already paid during the purchase will not be refunded.

Art. 8 - Warranty

ESAOTE guarantees that the Products are without manufacturing and material defects, and undertakes to replace and/or repair, free of charge, the Product(s) or their components should they prove defective during

the 12 (twelve) month warranty period after Product delivery or, where provided, Product inspection, as specified below (henceforth "**Warranty**").

The Warranty does not apply in any case to accessories and consumables, batteries sold separately or supplied together with the goods, as well as installations external to the Product and otherwise to faults and/or defects from:

- a) improper or inadequate repair done by the Customer; by this meaning repair carried out by personnel not belonging to the ESAOTE's official service network;
- b) use of non-native software or interfaces and/or not provided by ESAOTE;
- c) unauthorized modifications;
- d) misuse, accidents, transport damage, alterations, tampering and stress of a physical or electrical nature;
- e) operation outside the environmental specifications of the Product(s);
- f) Incorrect assembly and/or installation, inexperience in use and in any case for any other cause that is not directly attributable to ESAOTE;
- g) In the event that the Customer refuses the packaging offered by ESAOTE.

The Warranty also does not apply to Product(s) whose serial number or other identifying means have been removed, deleted or altered so the Product(s) or its relative manufacturing information cannot be identified.

The Warranty period starts with the inspection, where provided, or from the Product shipment date.

The Warranty and ESAOTE's liability for any defects exclude all deficiencies whose origin cannot be ascribed with certainty to the quality of the materials, to incorrect design or manufacturing errors, i.e., those resulting from normal wear, from incorrect moving or maintenance, from non-compliance with the operating instructions, from excessive load (including electrical), from the use of unsuitable materials, from the influence of chemical agents or electrolytic action, from building or construction work not carried out by ESAOTE or resulting from causes beyond ESAOTE's control.

In case of faults or defects encountered during the Warranty period, the buyer will contact the local ESAOTE Technical Assistance Service. For local ESAOTE Technical Assistance Service references, the Customer can contact ESAOTE at the following email address: **eshop@esaote.com** or by the *contact form* on the Site.

In the absence of a prior formal request for technical intervention, ESAOTE cannot be held responsible in any way for failure to intervene. The Customer, those they have authorized or their delegates, must make the request for intervention and/or report defects.

The Warranty only covers free replacement of parts that ESAOTE recognizes as faulty and/or defective, and any technical labor for the repair or replacement.

The Customer expressly accepts that replaced Spare Parts and Accessories will become ESAOTE's property, owing nothing to the Customer.

The Customer further expressly accepts that, in cases of technical assistance interventions performed by unauthorized third parties or in breach of what is prescribed in the technical and/or user manuals relating to the Product(s), as well as the use of Spare Parts and/or Accessories not produced by ESAOTE or not included in the Product configuration, ESAOTE does not guarantee Product essential maintenance requirements, as defined in the MDD 93/42/EEC regulation. If the technical assistance has been carried out in breach of what is prescribed in the user and technical service manuals, above and beyond what is in the existing laws on the matter, ESAOTE declines all responsibility involving direct, indirect and consequential damages that could be caused by Spare Parts and/or Accessories to the Product(s) and persons on which they will be used.

If there have been changes in the ambient conditions (for example, radio frequency interference, variations in the magnetic field, etc.) at the site where the Product(s) have been installed compared to the site status at the time of installation as per the inspection, effected by ESAOTE or its appointed subjects, and after the Product(s) has been positively inspected, changes that could impair the Product's proper functioning, ESAOTE could provide the Customer, at their expense, with the necessary technical consultation to restore those conditions so the Product functions properly.

Except in cases of willful misconduct or gross negligence, ESAOTE is not liable for any damages - of any nature or cause (including those for possible suspension of the diagnostic activity) - the Customer suffered directly or indirectly, depending on the faults and/or defects reported and ascertained, depending on contractually acquired product failure, or depending on the temporary or definitive unavailability of the Product(s) itself.

In the case of Product(s) covered by the Warranty beyond the 12 (twelve) months, special probes and accessories are excluded from the Warranty. This means the following Special Probes: volumetric/intra-operative/laparoscopic/transesophageal/convex probes for biopsy/biplane endocavity (e.g., transrectal biplan).

In the case of the sale of used or refurbished Product(s), unless otherwise specified, the Warranty period, will be 6 (six) months from the inspection date, where applicable, or from the date the Product(s) was delivered.

Art. 9 - Liability and claims

Except in cases of willful misconduct or gross negligence, ESAOTE is expressly exempt from any liability for direct or indirect damages of any kind or species suffered by the Customer that depend on the Product(s) and/or services required of ESAOTE.

Without prejudice to the terms and formalities for reporting any faults and/or defects provided for in these Sale Conditions, in the event of ascertained defects or faults which ESAOTE must respond to, the Customer will only have the right to have ESAOTE repair or replace, at its option, the defective materials. Except in cases of willful misconduct or gross negligence, ESAOTE is exempt from liability for any direct or indirect damages of any kind or species the Customer might have suffered, excluding the latter's right to request termination of the contract. In any case, it is understood that ESAOTE's overall liability towards the Customer deriving from contractual violations will in no case exceed the price paid by the Customer for the purchase of the Product.

Art. 10 - Product replacement and modification

ESAOTE reserves the right to make changes in Product configuration and specifications at any time, as long as these changes do not substantially alter Product functionality. The Customer expressly accepts that features and/or exterior aspects of the Product(s) are purely indicative or subject to variations without prior notice. In any case, the Customer forfeits as of now any requests for discounts and/or reductions in purchase price if the Product(s) has been modified as a result of changes that have occurred in the period between when the Order was sent and delivery; the Customer similarly forfeits as of now any request for compensation and/or damages for any reason, based on the same reason.

Art. 11 - Reports of Accidents and Indemnity

The Customer is obliged to manage and use the Product(s), ensuring their maintenance, exclusively in accordance with current legislation, as well as in accordance with the requirements contained in the Product(s) User Manual. Regardless of any reporting obligations provided for by current legislation, the Customer is required to inform ESAOTE, in writing, of any accident that has occurred, as well as of: malfunctioning, failure or changes in features, of Product performance or discrepancies in Product specifications that caused, could have caused or could cause, death or serious deterioration of the state of health, directly or indirectly; the Customer is required to notify ESAOTE of such incidents immediately after becoming aware of them and in any case no later than the following 3 (three) working days.

The Customer is expected to guarantee that Product maintenance is entrusted exclusively to qualified personnel. The Customer is expected to have all documentation relating to Product maintenance available on ESAOTE's request.

If the Customer culpably or willfully violates current legislation, the regulatory provisions in the exercise or use of the Product(s) as well as these Sale Conditions; the Customer will exonerate ESAOTE from any and all liability and debt related to damages, losses, claims and expenses due as a result of the aforementioned violation.

Art. 12 - Software

Without prejudice to the possibility of entering into a separate software license agreement, the Customer is hereby granted a non-exclusive license to use the ESAOTE Software, as well as the entire documentation (the "documentation", together with the software is called "software products"), developed by ESAOTE and connected to the same software, exclusively for the use illustrated in the User Manual of the Product(s).

The Customer is expected to refrain from carrying out or having third parties carry out the following operations: (a) re-assembly, decompilation or other forms of reverse engineering, as well as the reconstruction and decryption of the source codes or the ideas and algorithms underlying the software; b) provision, rental, loan, use in *timesharing* or service office mode, as well as external use or the granting of use of the software for the benefit of third parties; c) reproduction, modification, integration or merger with other software, as well as the creation of derivative forms from parts of the software products. The software, together with all related updates, changes and additions, as well as the entire documentation made available, always remain the exclusive property of ESAOTE.

The Customer agrees to treat the software products confidentially, not to duplicate them in any form or reproduce them, directly or indirectly.

Art. 13 - Organization, Management and Control Model pursuant to Leg.Dec. 231/01

The Customer undertakes to respect the Organization and Management Model and the ESAOTE S.p.A. Code of Conduct as applicable to it.

Violation of the principles contained in these deeds and documents will result in the automatic termination of this Agreement pursuant to Article 1456 of the Civil Code by simple written communication, without prejudice to any further remedy available by law and/or contract.

Art. 14 - Applicable laws and Legal Venue

These Sale Conditions are under the jurisdiction of Italian law.

The legal venue for any dispute arising from this Sales Agreement is the Court of Milan.

Art. 15 - Personal data processing and Data Processor appointment

The personal data provided by the Customer will be processed pursuant to and in compliance with the European Regulation on the protection of personal data 679/2016 ("**GDPR**" or "**Regulation**") and according to current legislation, with the methods specifically provided for in the information contained in this article ("**Information**"). For the activities relating to the performance of the Technical Assistance Services under warranty or, if existing, in extra-warranty sold at the time of purchase of the Product(s), the Customer qualifies as the Data Controller and therefore appoints the company of the ESAOTE Group, competent for the territory that will provide the Technical Assistance Services, Data Processing Manager under the following conditions:

- a) personal data will be processed exclusively within the limits of the activity relating to fulfilling this Agreement;
- b) confidentiality will be maintained for all personal data provided;
- c) ensure that the persons authorized to process personal data acting under the authority of the Contact Person are bound by specific confidentiality obligations regarding the data processed;
- d) train the persons authorized to process personal data acting under the authority of the Data Protection Contact Person and give them appropriate instructions on the processing, ensuring their compliance;
- e) ensure the adoption of technical and organizational measures to ensure a level of safety appropriate to the risk, in compliance with art. 32 of the Regulation;
- f) assist the Data Controller, inasmuch as it is concerned, with appropriate technical and organizational measures so the Data Controller can follow up on requests to exercise the interested party's rights as per Chapter III of the Regulations;
- g) assist the Data Controller, inasmuch as it is concerned, in making the impact assessment on data protection, in accordance with art. 35 of the Regulations, as well as assisting the Data Controller in the prior consultation of the Supervisory Authority pursuant to art. 36 of the Regulation;
- h) designate the System Administrators and monitor their activities in accordance with the requirements established by the Guarantor Authority on 28 November 2008 (and subsequent amendments and additions);
- i) provide the Data Controller with communication of critical issues and anomalies detected relating to the protection of personal data, for the entire duration of this Agreement;
- j) notify the Data Controller of any violations of personal data that might jeopardize the rights and freedoms of the subjects involved in the processing, providing all the information required by Art. 33 of the GDPR and supporting the Data Controller in preparing the related communications to be sent to the interested parties referred to in Art. 34 of the GDPR;
- k) inform the Data Controller of any inquiries or investigations initiated by the Data Protection Authority;
- l) keep a written record of all of processing activity categories carried out on behalf of the Data Controller pursuant to art. 30 of the Regulation;
- m) where the Data Processor is required to proceed with data transfer to a third country or an international organization, by virtue of Union laws or those of the member state to which he is subject, he must inform the Data Controller of this legal obligation prior to processing, unless the laws concerned prohibit such information for reasons of public interest;

For personal data processing purposes covered by this Agreement, the Data Processor who intends to make use of Data sub-Processors, or in the case of modification of the information already provided is required to inform the Data Controller in writing and in advance, clearly communicating at least the identity, contact details, processing activities of other processing parties. If the Data Controller offers no opposition within 5 (five) days of receiving the information, the use of the sub-supplier will be deemed approved. In the event the Processor appoints a sub-Processor, the former will impose the same conditions set forth in this article on the latter. With regard to the equipment that the Customer delivers to ESAOTE by way of exchange on Product purchases, the Customer undertakes to cancel and/or extract any personal, sensitive, biometric data present on the device prior to delivery. The Customer expressly indemnifies ESAOTE in the case of third party actions resulting from the violation of the Customer's obligation to delete data as provided for in this article.

In the event that Technical Assistance Services are carried out by third parties, it will be the Customer's sole responsibility as the Data Controller to appoint the External Data Processing Manager in compliance with the applicable legal provisions.