

Kyiv, 2025.09.29

## **General Terms and Conditions of Sale**

These terms and conditions govern the sale of Products (“Product or Products”) and the provision of services (“Services”) by AR Baltic Medical LLC, and its affiliates, as well as by third-party vendors and/or service providers of the Seller. These terms and conditions (the “Agreement”) take precedence over the Buyer’s supplemental or conflicting terms and conditions, to which notice of objection is hereby given. Neither the Seller’s commencement of performance or delivery shall be deemed or construed as acceptance of the Buyer’s supplemental or conflicting terms and conditions. The Seller’s failure to object to conflicting or additional terms will not change or add to the terms of this agreement. The Buyer’s acceptance of the Products and/or Services from the Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

### **1. Orders**

All orders placed by the Buyer are subject to acceptance by the Seller. Orders may not be canceled or rescheduled without the Seller’s written consent. All orders must identify the products, unit quantities, part numbers, applicable prices, and requested delivery dates of the Products being purchased. Unless otherwise agreed, all materials will be shipped no later than one year from the date the Seller accepts the purchase order. The Seller may, in its sole discretion, allocate Products among its customers.

### **2. Prices**

The prices of the Products are those specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in the Seller’s cost, changes in market conditions, or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire thirty (30) days from the date issued, or as otherwise stated in the quotation.

### **3. Taxes**

Unless otherwise agreed to in writing by the Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes, including federal, state, and local sales, excise, value-added, goods and services taxes, and any other taxes. The Buyer agrees to

indemnify and hold the Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on the Seller's invoice.

#### **4. Payment**

Payment may be made by check, money order, credit card, PayPal, or wire transfer (all fees are borne by the Buyer). A surcharge of 3% for credit card sales and 4% for sales via PayPal will be assessed. On any past due invoice, the Seller may impose interest at the rate of one and a half percent [1.5%] per month. If the Buyer fails to make each payment when it is due, the Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements with the Seller. In the event of default by the Buyer, the Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs. The Seller reserves the right to require pre-payment from new Buyers or those with outstanding balances.

#### **5. Delivery and Title**

All deliveries will be made "EX WORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Seller's delivery dates are estimates only, and the Seller is not liable for delays in delivery or failure to perform due to causes beyond the reasonable control of the Seller. The carrier shall not be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle the Buyer to cancel other deliveries.

#### **6. Limitation of Liability**

The Seller shall not be liable for any indirect, incidental, or consequential damages, including loss of profits or business interruption, arising from the sale, delivery, or use of the Products, except as provided under applicable product liability laws.

Nothing in this Agreement shall exclude or limit the Seller's liability for death or personal injury caused by a defective product, gross negligence, willful misconduct, or any other liability that cannot be excluded or limited under applicable law.

The Seller shall not be responsible for delivery delays, penalties in tenders, or claims arising from the Buyer's internal or business arrangements, including changes to final destination or usage outside the regulatory scope of the Product.

#### **7. Protection of Industrial Property Rights and Copyright**

7.1 The Buyer has no rights to use registered trademarks, business names, corporate logos, or patents of the Seller or other companies whose products are included in the Seller's commercial offering unless explicitly authorized in writing by the Seller.

7.2 The Buyer has no rights to any software products under the Copyright Act and is not entitled to modify, copy, or distribute them to third parties without express written consent from the Seller.

7.3 The Buyer has no right to alter the logo or product

## 8. Warranties/Disclaimer

The Seller warrants that the Products shall conform to the specifications, instructions for use, and labeling provided at the time of delivery, and that the Products are compliant with applicable regulatory requirements, including (where applicable) the European Medical Device Regulation (EU) 2017/745. Except as expressly provided in the regulatory labeling, documentation, or applicable laws, the Seller makes no other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose.

The Buyer is responsible for using the Product in accordance with the intended purpose as defined in the labeling and instructions for use. Misuse or off-label use is solely at the risk of the Buyer and/or the user.

## 9. Force Majeure

The Seller shall not be held liable for any delay or failure to deliver due to circumstances beyond its reasonable control, including but not limited to acts of nature, governmental actions, strikes, or transportation disruptions.

## 10. Responsibility of the Buyer

The Buyer acknowledges that the Seller is not involved in the Buyer's business operations, procurement procedures, or end-use activities outside the defined scope of the Product.

It is the Buyer's responsibility to ensure that the Products are selected and used in accordance with their intended purpose as defined by the Seller in the regulatory labeling and instructions for use. The Seller shall not be held liable for any failure by the Buyer to comply with local tender requirements, customs regulations, or additional market-specific authorizations that go beyond the Seller's standard conformity declarations.

## 11. Sales and Distribution

**AR Baltic Medical UAB** is a manufacturer of medical devices, including CE-marked products compliant with the European Medical Device Regulation (EU) 2017/745. The company sells its products exclusively through authorized and qualified distributors, or in response to individual, unsolicited requests from licensed healthcare professionals. AR Baltic Medical does not participate directly in public tenders, hospital procurement procedures, or marketing campaigns. In non-EU countries, AR Baltic Medical supplies products that are authorized under the respective local regulatory frameworks.

AR Baltic Medical strictly adheres to the approved instructions for use of its products. All decisions regarding medical application and patient treatment are made solely under the responsibility of the treating physician.

**The marketing, distribution, and promotion in both EU and non-EU countries are the sole responsibility of the local distributor**, in accordance with applicable national laws and regulations.

### Market Access and Competition Policy

At AR Baltic Medical, we may appoint **exclusive or sole distributors** for certain products in specific countries or territories. However, such appointments **do not prevent** other **authorized and qualified distributors** from supplying the same products in those markets. We are firmly committed to supporting and complying with the principles of the free movement of goods and fair competition. This includes adherence to applicable laws and regulations such as Articles 34–36, 101, and 102 of the Treaty on the Functioning of the European Union (TFEU), Regulation (EC) No 1/2003, the Sherman Act (1890), Clayton Act (1914), FTC Act (1914), the UK Competition Act 1998, Enterprise Act 2002, the German Gesetz gegen Wettbewerbsbeschränkungen (GWB), and the French Code de commerce (Livre IV).

## 12. Final Provisions

These GTC are governed by the laws of Ukraine. Any disputes arising from or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of Kyiv, Ukraine.