Terms and Conditions of Supply – Olympus Finland OY

Version October 2025

These Terms and Conditions of Supply ("Terms") apply to every Supply Agreement and are the only terms and conditions that govern the provision of Products by Olympus to Customer. Customer accepts and agrees to these Terms upon ordering the Product and/or Professional Services.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for Quotation or such terms. Supply of Products and/or provision of Professional Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Definitions

1.1. ***Confidential Information*** means non-public information disclosed by or on behalf of one Party to the other, whether in oral, written, electronic or other form, that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully obtained by the receiving party from a third party without breach of any confidentiality obligation; (c) was already in the receiving party's possession before disclosure by the disclosing party; or (d) was independently developed by the receiving party without use of the Confidential Information.

1.2. ***Customer*** means the entity identified in the Quotation that enters into the Supply Agreement with Olympus.

1.3. ***Documentation*** means any manuals, instructions, or other documents or materials that Olympus makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Olympus technology, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.4. ***Intellectual Property Rights*** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, design, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.5. ***Olympus*** means Olympus Finland OY.

1.6. ***Party/Parties*** means Customer and/or Olympus, as applicable.

1.7. ***Product(s)*** means the good(s) or item(s) supplied by Olympus under the Supply Agreement, as specified in the Quotation.

1.8. ***Professional Services*** shall have the meaning, scope, and associated terms as set out in the Quotation and in the "General Terms and Conditions for Software Services" available at https://www.olympus-europa.com/company/en/terms-of-business/

1.9. ***Quotation*** means a written commercial offer issued by Olympus to the Customer in respect of a Product and/or Professional Services.

1.10. ***Supply Agreement*** means the agreement entered into by Olympus and Customer for the provision of Products. The Supply Agreement is comprised of the Quotation and these Terms, as well as every amendment or addition thereto.

2. Formation of the Supply Agreement

2.1. Olympus will provide a Quotation upon request of the Customer in respect of a Product. The Quotation constitutes an offer and shall be valid for the period indicated in it.

2.2. A Supply Agreement is formed when the Customer accepts the Quotation, or when the Customer places an order for the Product and/or Professional Services.

3. Delivery of the Product

3.1. Delivery shall be made in accordance with Incoterms 2020 DDP (Delivery Duty Paid). Olympus shall deliver the Product to the agreed delivery address. Delivery is completed upon the unloading of the Product at the delivery address.

3.2. The delivery date will be communicated to the Customer by Olympus in written form.

3.3. Olympus shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Olympus with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4. Fees and Payment

4.1. Customer shall pay Olympus the fees set forth in the Quotation ("Fees"), exclusive of any taxes, which must be paid in addition by the Customer.

4.2. The Customer shall pay each invoice submitted by Olympus within thirty (30) days of the date of the invoice to the bank account nominated by Olympus. If Customer fails to make any payment when due, Olympus may, without limiting its other rights and remedies, notify the Customer in writing and provide a reasonable period to remedy the non-payment. If payment is not remedied within the given period, Olympus may (a) charge interest on the past due amount at the applicable statutory interest rate for late payment, and/or (b) in its discretion and, as applicable, cancel delivery and/or Professional Services, and/or (c) terminate the Supply Agreement.

5. Defects of the Product

5.1. Upon delivery, the Customer shall conduct a thorough inspection, including a functionality test if possible, with respect to the Product. In the event that any Product proves to be defective when delivered to the Customer and such defectiveness is directly attributable to Olympus, the Customer shall notify the same without undue delay and, in any event, no later than within ten (10) days from delivery. Defective Products so notified shall be, at its discretion, repaired or replaced at Olympus' cost.

5.2. The warranty period and any additional warranty conditions shall be set out in a separate agreement between the parties. Warranty claims of the Customer require that the Customer has given notice of defects.

5.3. Olympus shall not be liable for any non-compliance with the warranty if (a) the Customer continues using the Product after having notified Olympus, (b) any party other than Olympus modifies, alters, or repairs the Products, (c) the defect results from normal wear and tear, improper use, negligent handling, or inadequate storage, by any party other than Olympus (d) the Product deviates from their description due to modifications required to comply with applicable statutory or regulatory requirements, or (e) the Product is used in combination with other devices or products not manufactured or approved by Olympus, and such combination causes incompatibility, malfunction, or other defects, in which case Olympus shall not be responsible for any defects or damages arising from the use of the Product in conjunction with other devices that have not been specifically tested, validated, or recommended by Olympus.

6. Professional Services

6.1. Professional services are provided as part of the supply of the Product under the Supply Agreement, if so agreed between the Parties.

6.2. The date of performance of Professional Services will be agreed between the Parties.

7. Title and Risk

7.1. Risk in the Products passes to the Customer on delivery.

7.2. Title to the Products shall transfer from Olympus to the Customer on receipt by Olympus of full payment for the Products.

8. Recall

8.1. If a defect or quality issue is detected by either Olympus or the Customer, the affected Product may be subject to a recall or removal from the Customer's address ("Recall"). A Recall shall be conducted in the event of a detected deviation in the quality, safety and/or functionality of a Product that renders it non-compliant with the safety and/or functionality that can be reasonably expected.

8.2. Olympus will adhere to its own internal procedures in handling Recalls.

9. Confidentiality

9.1. Each Party agrees to keep the other Party's Confidential Information strictly confidential and: (a) use it only for the purpose of performing its obligations or exercising its rights under the Supply Agreement; (b) not disclose it to anyone except its employees, contractors, professional advisers, or service providers who need to know it and are bound by equivalent confidentiality obligations; and (c) protect it using at least the same degree of care as it uses for its own confidential information (but not less than reasonable care).

9.2. If a Party is legally required (by law, regulation, or court order) to disclose Confidential Information, it must give the other Party prompt notice (where lawful and practicable) and reasonably cooperate with efforts to challenge or limit the disclosure.

9.3. On termination or expiry of the Supply Agreement, each Party must, upon request, return or destroy all Confidential Information of the other Party, unless: (a) it is legally required to retain it; or (b) it is stored securely in routine backup systems and not accessible in the ordinary course of business. In all cases, the confidentiality obligations in this section will continue to apply as long as the Confidential Information is retained.

10. Intellectual Property

10.1. All intellectual property rights in the Product and Documentation belong to Olympus. Nothing in this Supply Agreement shall operate to transfer ownership of any such intellectual property rights to the Customer.

10.2. The Customer agrees not to remove, suppress or modify in any way any proprietary marking on any Product and/or Documentation (including any trademark or copyright notice).

10.3. Any intellectual property developed through the Customer's use of the Product or Documentation, including ideas, improvements, or processes, will belong to Olympus. The Customer agrees to assign (and will ensure others assign) any such rights to Olympus

10.4. Olympus may collect data on how the Product is used. Olympus owns this data and may use it for any lawful purpose, such as improving its services or developing new products. If shared with third parties outside the Olympus group, the data will be anonymized or aggregated so the Customer cannot be identified.

10.5. The provisions of this Section shall survive termination of this Supply Agreement.

11. Export Control

11.1. The export of the Product may be subject to export control laws and regulations in various jurisdictions. The Customer agrees to comply with all applicable export control laws and regulations and obtain any necessary licenses or approvals required for the export, re-export, or import of the Product.

12. Data Protection

12.1. Data obtained by Olympus in the course of the business relation will be processed according to the applicable laws and taking account of Olympus' Privacy Policy (retrievable at https://www.olympus.fi/privacy).

13. Liability

13.1. To the extent permitted by applicable law, (a) neither Party shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages, or for any loss of use, reputation, revenue or profit whether arising out of or related to breach of contract, tort, or otherwise, regardless of whether such damages were foreseeable and whether or not such Party has been advised of the possibility of such damages, and (b) in no event will the aggregate liability of Olympus arising out of or related to the Supply Agreement exceed the total amount paid by Customer to Olympus under the Supply Agreement in the twelve (12) months' period preceding the event out of which the liability arose.

13.2. These exclusions and limitations shall not apply to the infringement by a Party of the other Party's Intellectual Property Rights, or in the event of fraud or willful misconduct by a Party.

14. Termination

14.1. Olympus may terminate the Supply Agreement with immediate effect upon written notice to Customer if (a) Customer fails to pay any amount when due hereunder and such failure continues more than thirty (30) days after Olympus' delivery of written notice thereof, or (b) Customer breaches its Confidentiality obligations.

14.2. Either Party may terminate the Supply Agreement with immediate effect upon written notice to the other Party if (a) the other Party materially breaches any provision of the Supply Agreement and - if such breach is remediable - fails to remedy such breach within ten (10) days of receiving written notice thereof, or (b) the other Party (i) becomes insolvent, (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for, or has appointed a receiver, trustee or custodian for a material part of its property or business.

15. Miscellaneous

15.1. Subcontracting. Olympus may subcontract the performance of any of its duties or obligations under the Supply Agreement to another company within the Olympus group or its or their third-party service providers, and shall be responsible and liable for the acts and omissions of these as if those were the acts and omissions of Olympus.

15.2. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, provided, however, that Olympus may assign its rights or delegate its obligations, in whole or in part, to any company of the Olympus group.

15.3. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Supply Agreement, except for payment obligations, which shall remain in full force and effect, to the extent such delay or failure results from a Force Majeure Event. A "Force Majeure Event" refers to any event beyond a Party's reasonable control, including but not limited to natural disasters (such as flood, fire, earthquake, or epidemic), explosion, war, terrorism, strikes, lockouts, or

other industrial disturbances, the enactment of laws, or any action taken by a governmental or public authority, including the imposition of an embargo. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event, use commercially reasonable efforts to mitigate its effects, and resume performance of its obligations as soon as reasonably practicable after the event ceases. The period for performance of the affected obligation shall be extended for the duration of the Force Majeure Event. If Olympus is unable to fulfill substantially all of its obligations under this Supply Agreement due to a Force Majeure Event for a continuous period exceeding three (3) months, either Party shall have the right to terminate this Supply Agreement with immediate effect by providing written notice to the other Party.

15.4. Governing Law and Jurisdiction. The Supply Agreement shall be governed by and construed in accordance with the laws of Finland. The courts of Helsinki shall have exclusive jurisdiction over any dispute arising out of or in connection with the Supply Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.