

GENERAL TERMS AND CONDITIONS

GTC V26.1, effective as of 01 March 2026

ADVACAM s.r.o.

ID No. 01732731, with its registered office at U Pergamenky 1145/12, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 211079, +420 734 590 803, info@advacam.com, www.advacam.com.

These General Terms and Conditions govern all products and services supplied by ADVACAM s.r.o.

1. SCOPE AND DEFINITIONS: These General Terms and Conditions (the “Terms and Conditions”) govern the contractual relationship between ADVACAM s.r.o. (“ADVACAM”) and the purchaser (the “Buyer”) in connection with the sale and purchase of ionising radiation detectors, accessories and related services manufactured, supplied or provided by ADVACAM. The contractual arrangement between ADVACAM and the Buyer shall be evidenced by, and consist of, ADVACAM’s written quotation (the “Quotation”), the Buyer’s written acceptance thereof (the “Acceptance”), and these Terms and Conditions (together, the “Contract”). Any general or standard terms and conditions of the Buyer shall not apply to the Contract unless expressly accepted by ADVACAM in writing. Capitalised terms not defined in these Terms and Conditions shall have the meanings ascribed to them in the Quotation, and vice versa. Any reference to “INCOTERMS 2020” shall mean Incoterms® 2020 published by the International Chamber of Commerce and effective as of 1 January 2020.

2. FORMATION OF THE CONTRACT: The Contract shall be concluded and become effective upon delivery by the Buyer to ADVACAM of a written acceptance of ADVACAM’s Quotation. For the avoidance of doubt, any purported acceptance containing additions, qualifications, reservations or other deviations from the Quotation or these Terms and Conditions, including any reference to the Buyer’s own terms and conditions, shall not constitute a valid Acceptance and shall not give rise to a Contract unless ADVACAM expressly agrees to such deviation in writing, including via e-mail.

Any Quotation capable of acceptance by the Buyer must be prepared by ADVACAM, issued in writing or by electronic mail, and shall specify at least: (i) the identity of the Buyer; (ii) the period for which the Quotation remains valid; (iii) a precise specification of the products and/or services offered, including quantity and price; (iv) the due date of the purchase price; (v) the anticipated delivery date; (vi) the applicable Incoterms® rule and, where relevant, the method of installation of the supplied products or performance of the services; and (vii) a reference to these Terms and Conditions as forming an integral part of the Quotation and the Contract.

3. SALE OF PRODUCTS: By entering the Contract, ADVACAM undertakes to sell and the Buyer undertakes to purchase the products and services specified in the Quotation (the “Products”). For the purposes of the Contract, “Products” shall include ionising radiation detectors, X-ray detectors, electron detectors and any related products specified in the Quotation, together with any associated documentation (the “Product Documentation”) and accessories identified therein.



4. ADDITIONAL SERVICES: ADVACAM shall be obliged to provide any services ancillary to the sale of the Products only to the extent expressly set out in the Quotation. Where such services are expressly included in the Quotation, ADVACAM may, for example, install the Products at the Buyer's premises, provide training to the Buyer and its personnel, provide an extended warranty, or provide remote support. ADVACAM shall have no obligation to provide any additional or ancillary services not expressly included in the Contract.

5. PRICES AND PAYMENT: Unless expressly stated otherwise in the Quotation, all prices set out there in shall be stated in EUR or USD and shall be exclusive of value added tax (if applicable) and any other taxes, duties, levies or charges imposed by law or by any competent authority, including customs duties and export or import charges, irrespective of whether such amounts are incurred by ADVACAM or the Buyer.

Where the Quotation is denominated in a currency other than EUR or USD (the "Foreign Currency"), the Quotation shall be conditional upon the Foreign Currency not having undergone an unusual depreciation against EUR or USD between the date of the Quotation and the date of full payment (the "Unusual Fluctuation"). In the event of an Unusual Fluctuation, ADVACAM shall be entitled to amend the Quotation or, if the order has already been confirmed, to terminate the Contract unless the Parties agree in writing on a revised purchase price. Without limitation, an Unusual Fluctuation shall be deemed to have occurred if the Foreign Currency depreciates by more than 5% against EUR or USD.

Unless expressly agreed otherwise in writing, the Buyer shall bear sole responsibility for all import duties, taxes, customs charges and any other levies or fees imposed in the country of destination in connection with the export or import of the goods. Such charges are not included in the purchase price and shall be borne exclusively by the Buyer. If, however, the Parties have agreed a purchase price inclusive of such duties, taxes or charges, ADVACAM shall be entitled to adjust the purchase price where such duties, taxes or charges increase by more than 5% or are newly introduced after the date of the Quotation but before full payment of the purchase price.

The price of the Products and any additional services shall be payable in accordance with the payment schedule set out in the Quotation. The price of the Products shall be invoiced no later than upon dispatch of the Products. Unless otherwise agreed, each invoice shall be due and payable within 10 days of its delivery to the Buyer.

Unless otherwise agreed, all bank charges and commissions shall be borne by the Buyer. All payments shall be made by bank transfer. ADVACAM reserves the right to charge additional fees in respect of any alternative method of payment.

If the Buyer fails to pay any invoice or otherwise discharge any monetary obligation owed to ADVACAM within 10 days of delivery of the relevant invoice, the Buyer shall automatically be deemed in default and without further notice. Default interest shall accrue on all overdue amounts at the rate of 8% per annum, calculated from the original due date of the relevant invoice. In addition, if the Buyer is in default of any payment obligation, ADVACAM shall be entitled to terminate the Contract, whereupon the Buyer shall return the Products to ADVACAM within 20 days of receipt of ADVACAM's notice of



termination. Article 14 of these Terms and Conditions (Buyer's Obligations in Connection with the Return of Products to ADVACAM) shall apply accordingly.

6. DELIVERY: Delivery shall be affected in accordance with the Incoterms® 2020 rule specified in the Quotation. Unless another Incoterms® 2020 rule is expressly stated in the Quotation, delivery shall be made DAP. ADVACAM shall obtain all export licences and complete all customs formalities required for export. Unless otherwise agreed in writing, any additional costs relating to onward carriage, insurance and import shall be borne by the Buyer.

Irrespective of the agreed Incoterms® rule, the Buyer shall be solely responsible for obtaining all import licences, permits and approvals required in the country of import and for ensuring compliance with all applicable laws and regulations thereof. ADVACAM shall have no liability for any costs, delays, penalties or other consequences arising from the Buyer's failure to comply with these obligations.

7. DELIVERY DATES: Unless expressly stated otherwise in the Quotation, all delivery dates specified therein are estimates only and shall not be binding on ADVACAM. Any delay in meeting such estimated delivery dates shall have no legal consequences.

Any delivery date expressly stated in the Quotation to be guaranteed shall be binding upon ADVACAM. If ADVACAM fails to meet such guaranteed delivery date, the Buyer may cancel the relevant order provided that ADVACAM has failed to deliver the Products within an additional reasonable period of not less than 30 days following receipt of a notice from the Buyer expressly stating that the order will be cancelled if delivery is not made within the period specified in such notice. The Buyer's rights in respect of delayed delivery are otherwise excluded to the maximum extent permitted by law.

8. TRANSFER OF TITLE AND RISK: Title to the Products shall not pass to the Buyer until ADVACAM has received full and final payment of the purchase price in respect thereof. ADVACAM reserves the right, at any time prior to such payment, to register or otherwise perfect its retention of title before any competent authority.

Risk of loss of or damage to the Products shall pass in accordance with the agreed Incoterms® 2020 rule.

9. PROHIBITION OF DISASSEMBLY: The Buyer shall not disassemble any Product. In particular, the Buyer shall under no circumstances disassemble any Product for the purpose of selling its individual components to third parties. Any breach of this obligation shall result in the loss of all rights arising under the warranty.

10. SOFTWARE: Subject to the Contract, the Buyer is granted a perpetual, non-exclusive and non-transferable licence to use any software supplied as part of, or as an accessory to, a Product (the "Software"), save where access is provided in the form of software-as-a-service (SaaS). The Software may be used solely in accordance with the Product Documentation. The Buyer shall not copy, disclose or make the Software available to any third party, nor modify, disassemble, reverse engineer or otherwise use the Software beyond the scope expressly permitted by the Product Documentation.



11. WARRANTY: ADVACAM warrants that the Products shall operate substantially in accordance with the Product Documentation. Unless the Quotation expressly provides for a longer period or the Buyer has purchased an extended warranty, the warranty granted by ADVACAM shall be limited to a period of 12 calendar months (the “Warranty Period”). The Warranty Period shall commence upon delivery of the Products to the Buyer.

The Buyer shall inspect the Products without undue delay upon delivery in such manner as is reasonably necessary to identify any apparent defects. The Buyer shall promptly notify ADVACAM in writing of any apparent defects identified upon such inspection. Any such inspection and notice must be completed within a reasonable period following delivery and, in any event, no later than 10 days after delivery. ADVACAM shall have no obligation to remedy any apparent defect not duly notified within that period.

Any warranty claim must be submitted by means of ADVACAM’s standardised claim report and shall include a description of the defect, the date on which the defect was discovered, and all relevant supporting documentation. A template of the claim report is available on ADVACAM’s website. ADVACAM shall be entitled to reject any claim that is incomplete or insufficiently documented.

If, during the Warranty Period, (i) an apparent defect is duly identified and notified to ADVACAM, or (ii) a latent defect that could not reasonably have been discovered by ordinary inspection becomes apparent, the Buyer may request that ADVACAM remedy such defect. ADVACAM may, at its sole discretion, remedy the defect either by repairing the affected Products or by supplying replacement Products. If ADVACAM elects to repair the Products, the Buyer shall arrange shipment of the Products to ADVACAM in accordance with Article 14 (Buyer’s Obligations in Connection with the Return of Products to ADVACAM). ADVACAM shall bear all reasonable transportation costs, save for customs duties and taxes imposed in the Buyer’s country, which shall remain the Buyer’s responsibility.

If a warranty claim is resolved by replacement of any part of a Product, the replacement part shall be covered by a new warranty period of 12 months. The warranty applicable to the remaining, unreplaced parts of the Product shall be extended by the period during which the Product was subject to warranty repair.

The Buyer shall not be entitled, by reason of any defect covered by the warranty, to claim any reduction of the purchase price or to withdraw from the Contract.

Upon completion of any repair or replacement under this warranty, all defective, replaced or substituted Products or parts removed from the Products shall become the property of ADVACAM, and the Buyer shall return the same to ADVACAM upon request.

The warranty under this Article 11 and the liability under Article 13 shall not apply to defects arising from: (i) use of the Products outside the scope of, or contrary to, the proper use described in the Product Documentation, including use of a power source other than that supplied with the Products or use outside the operating conditions specified in the Product Documentation; (ii) unauthorised modification of the Products; or (iii) improper maintenance of the Products.



Any warranty not expressly set out in this Contract is hereby excluded to the fullest extent permitted by law.

12. REPAIRS AND SERVICES AFTER THE WARRANTY PERIOD: Following expiry of the Warranty Period, ADVACAM may carry out repairs or replacements of the Products on the basis of a written order placed by the Buyer. Acceptance of such order by ADVACAM shall give rise to a separate contractual relationship between ADVACAM, as service provider, and the customer.

12.1. Diagnostics and quotation

ADVACAM may make commencement of any repair conditional upon prior diagnostic testing of the relevant device. Such diagnostics shall be charged in accordance with ADVACAM's then-current price list published on its website. Following completion of the diagnostics, the Buyer shall be informed of an indicative or binding quotation for the repair.

12.2. Approval of the repair

No repair shall be commenced or carried out unless and until the Buyer has approved the repair price in writing. If the Buyer declines to approve the repair price, the Buyer shall remain liable for the costs of diagnostics and any associated handling charges.

12.3. Price and payment terms

The price of any out-of-warranty repair shall be determined in accordance with ADVACAM's then-current price list or an individual quotation. ADVACAM reserves the right to require advance payment before commencing the repair. The balance of the repair price shall be payable upon collection of the repaired device.

12.4. Repair deadline

Any stated repair completion date is indicative only and may be revised, in particular due to the unavailability of spare parts or the discovery of additional defects.

12.5. Spare parts

Unless expressly agreed otherwise in writing, ADVACAM may use new, refurbished or functionally equivalent spare parts in carrying out repairs.

All replaced Products and parts thereof shall become the property of ADVACAM. ADVACAM generally maintains spare parts for Products for a period of 5 years. However, unless expressly stated otherwise in the Quotation or the Contract, ADVACAM does not provide any legally binding guarantee as to the availability of spare parts.

12.6. Warranty for the repair carried out

ADVACAM may provide a limited warranty in respect of the repair carried out and the spare parts used, the duration of which shall be specified in the service report or applicable price list. Any such warranty shall apply solely to the services performed or the part replaced.



13. LIABILITY: If the Buyer suffers damage caused by defective Products or by unlawful acts of ADVACAM's employees in the performance of this Contract or related contracts, ADVACAM shall be liable for such damage in accordance with this Article 13, unless ADVACAM proves that neither ADVACAM nor its employees acted negligently in causing such damage.

Liability for personal injury shall not be limited. Liability for damage to the Buyer's property shall be limited to an amount equal to the purchase price agreed under the Contract.

To the fullest extent permitted by law, any further liability of ADVACAM is excluded, including liability for indirect or consequential damage, loss, loss of profit, loss of anticipated savings, third-party claims, costs arising from the unavailability of the Products, and the Buyer's own expenses.

14. BUYER'S OBLIGATIONS IN CONNECTION WITH THE RETURN OF PRODUCTS TO ADVACAM: The Buyer shall ensure that any Products returned to ADVACAM for any reason are properly packaged and that the relevant shipment is adequately insured. Except in the case of Products returned for warranty repair pursuant to Article 11, all costs associated with transportation of the Products from the Buyer to ADVACAM shall be borne by the Buyer. The Buyer shall bear in full any damage to the Products resulting from improper packaging for return shipment, together with all related costs.

15. INTELLECTUAL PROPERTY RIGHTS: All intellectual property rights relating to the Products, including any intellectual property rights in the Product Documentation, the Software and the layout of electrical circuits used in the Products, shall remain vested exclusively in ADVACAM.

The Buyer shall not copy, modify, distribute or otherwise make the Product Documentation available to any third party.

16. CONFIDENTIALITY: Each Party undertakes to keep confidential and not disclose any trade secrets, contractual information or other data obtained in connection with the performance of this Contract.

In particular, the Buyer shall not disclose to any third party any information concerning the commercial arrangements reflected in this Contract or any technology, methods, techniques or know-how used by ADVACAM.

The obligations set out in this Article 16 shall survive termination or expiry of the Contract.

17. EXPORT CONTROL: The Buyer acknowledges that the Products may be subject to Czech, Swiss, United States and European export control laws and regulations (the "Applicable Export Control Regulations").

The Buyer shall not use any equipment supplied by ADVACAM, nor sell or transfer it to any other person, for use for or in connection with medical purposes (save for (1) research, (2) the development of medical imaging systems, and (3) medical devices used exclusively as diagnostic tools), military equipment, nuclear materials relating to defence systems or energy systems, or space applications other than for basic research. The export or re-export of the Products may be prohibited, and the Products may not be sold, leased, transferred to, or used in, third countries without the permission of the competent authorities where such permission is required. The Buyer shall comply with all



Applicable Export Control Regulations and shall establish and maintain appropriate monitoring mechanisms to ensure that third parties further down the commercial chain, including the Buyer's own customers, also comply with all Applicable Export Control Regulations. The Buyer represents, warrants and undertakes that it shall not directly or indirectly export, re-export or transfer the Products in breach of any Applicable Export Control Regulations.

The Buyer acknowledges that the Applicable Export Control Regulations may be amended from time to time.

Any breach of this Article 17 shall constitute a material breach of the Contract and shall entitle ADVACAM to exercise any and all remedies available at law or under the Contract, including suspension of support services, termination of the Contract, and the right to claim damages and indemnification.

The Buyer shall promptly notify ADVACAM of any issue arising in connection with the application of this Article 17, including any relevant activity of third parties that could frustrate its purpose. Upon ADVACAM's request, the Buyer shall provide information relating to compliance with the obligations under this Article within two weeks of such request.

18. FORCE MAJEURE: Neither Party shall be liable for any damage, loss or delay caused by an event of force majeure, including storms, fires, floods, wars, strikes, cyberattacks, epidemics, pandemics, earthquakes, nuclear contamination, material changes in governmental regulations, disruption of public communications or transport infrastructure, export control measures, United Nations embargoes or any other event beyond the reasonable control of the affected Party (a "Force Majeure Event").

If either Party is prevented from performing any of its obligations under the Contract by reason of a Force Majeure Event, the time for performance of such obligations shall be extended for the duration of the Force Majeure Event.

If a Force Majeure Event is permanent in nature, either Party may terminate the Contract as follows: (a) ADVACAM, where the manufacture and delivery of the Products are likely to remain materially disrupted even after the cessation of the Force Majeure Event; and (b) the Buyer, where the circumstances in which the Buyer intends to use the Products have materially changed as a result of the prolonged duration of the Force Majeure Event.

19. SEVERABILITY: If any provision of the Contract is or becomes invalid, unlawful or unenforceable, such invalidity, unlawfulness or unenforceability shall not affect the validity and enforceability of the remaining provisions. The Parties shall replace the invalid, unlawful or unenforceable provision with a valid and enforceable provision that most closely reflects the commercial intent of the original provision.

20. GOVERNING LAW AND JURISDICTION: The Contract shall be governed by and construed in accordance with the substantive laws of the Czech Republic, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). The courts of Prague, Czech Republic, having jurisdiction over ADVACAM's registered



office shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract.

