



### **AirLife General Terms and Conditions of Sale – International**

EFFECTIVE DATE: January 1, 2026

#### **1. Definitions.**

**“Affiliate”** means any corporation, firm, partnership, limited liability company, or other entity, whether *de jure* or *de facto*, that directly or indirectly owns, is owned by, or is under common ownership with a party to the extent of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of the entity, and any person, firm, partnership, corporation, limited liability company, or other entity actually controlled by, controlling, or under common control with a party.

**“AirLife”** means, as applicable, AirLife Australia Holdings Pty Ltd., AirLife France SAS, AirLife Germany GmbH, AirLife Japan G.K., AirLife Netherlands Holdings, B.V. and Salter Labs UK Limited.

**“Confidential Information”** means any and all confidential information belonging to or about the parties (including any Affiliates) and about the Products, including without limitation: trade secrets; product plans; designs and information; market information, forecasts, marketing, advertising, competitive environment and competitors; operations, financial, pricing, business, investor and budget information about the parties; technical and strategic plans of the parties; parts; regulatory information and affairs of the parties and its products; and patent applications.

**“Customer”** means the person, firm, company or organization that purchases Products from AirLife.

**“Defective Product”** means a Product that does not conform to its published specifications.

**“GTCS”** means these General Terms and Conditions of Sale.

**“Intellectual Property Rights”** means any information that belongs to AirLife or any Affiliate of AirLife, including but not limited to patents, brand names, trademarks, designs and models whether registered or not, logos, trade name, trade secrets, copyright, authors rights, neighboring rights, database rights, inventions, original methods and know-how, rights in confidence or passing-off, databases, technical, commercial or financial information and any other intellectual property right that is protected in one or more countries.

**“Products”** means any products supplied to the Customer by AirLife subject to these GTCS, and which are more particularly described in the relevant quotation or Purchase Order.

**“Purchase Order”** means a written order for the purchase of Products submitted by the Customer to AirLife, in the form prescribed by AirLife from time to time.

**“Warranty Period”** means, unless otherwise stated in writing, a period of one year from the date of shipment of the Product to Customer

#### **2. Applicability.**

These GTCS shall apply to the sale of Products from AirLife to Customer unless another written contract applies. Conflicting or additional terms of sale and in particular, stipulations in Customer’s Purchase Orders or other standard commercial documents, are null and void unless expressly agreed by the parties in writing.

#### **3. Establishment of a Contract.**

3.1. Each quotation made by AirLife is made without obligation as to specific Product sales, except when and insofar as AirLife has explicitly stated otherwise in writing. A quotation for the Products is only a price estimate and shall not constitute an offer. Unless otherwise stated on the quotation, a quotation shall only be valid for a period of 30 days from its date of issue. Any quotation which is explicitly or implicitly accepted by Customer shall be deemed to incorporate these GTCS. Receipt by AirLife of a Customer Purchase Order pursuant to a quotation shall constitute an implicit acceptance by Customer of these GTCS which shall be deemed to be incorporated therein.



- 3.2. No Purchase Order placed by the Buyer shall be deemed to be accepted by AirLife until a written acknowledgement of order is issued by AirLife or (if earlier) AirLife delivers the Products to the Buyer. Acceptance of Purchase Orders is at the discretion of AirLife.
- 3.3. Placing a Purchase order with AirLife or the acceptance of a delivery from AirLife shall, save as otherwise indicated in a writing signed by both parties, constitute Customers' explicit and unconditional acceptance of these GTCS to the exclusion of any terms which are implied by trade, custom, practice or course of dealing, and any Customer standard terms and conditions shall not be construed as a counter-offer hereto.
- 3.4. Any changes and/or partial cancellation or complete cancellation of an accepted Purchase Order by Customer can take place only with the consent of AirLife made in writing and AirLife reserves the right to charge to Customer and the Customer agrees to pay any costs incurred relating to the alteration or cancellation of any order or part thereof.
- 3.5. Electronic signatures and communications are valid and binding.
- 3.6. Unless otherwise agreed in writing, order processing charges shall apply as set forth below. Orders above the applicable minimum order threshold shall not be assessed with a minimum order charge.

AirLife Contracting Entity	Minimum Order Threshold	Order Processing Charge
AirLife Australia Holdings Pty Ltd.	300 AUD	40 AUD
AirLife France SAS	300 EUR	50 EUR
AirLife Germany GmbH	200 EUR	20 EUR
AirLife Japan G.K.	30,000 JPY	3,000 JPY
AirLife Netherlands Holdings, B.V.	1,000 USD	50 USD
	900 EUR	50 EUR
	900 GBP	50 GBP
Salter Labs UK Limited	250 GBP	25 GBP

4. Description of Products.
  - 4.1. The description of the Products shall be as set out in AirLife's quotation or acknowledgement of order. All samples, drawings, descriptive matters, and advertising issued by AirLife and any description or illustrations contained in the AirLife's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of these GTCS and this is not a sale by sample.
  - 4.2. Any discussion of AirLife's vision for future products is not a guarantee by AirLife that such future product or version will be developed or sold and Customer understands and agrees that the Products provided under this Contract are not contingent on any such future product or version.

5. Prices and Payment.
  - 5.1. Unless otherwise agreed by AirLife in writing, the price for the Products shall be the price set out in AirLife's price list published on the date of delivery. The price for the Products shall be exclusive of value added tax (if any) and all costs or charges in relation to transit and packing materials, installation, carriage, insurance and additional labour.
  - 5.2. The Customer shall pay any value added tax and all costs or charges in relation to transit and packing materials, installation, carriage in respect only of deliveries of Products required by the Customer within 24 hours, insurance and additional labour when the Customer is due to pay for the Products.
  - 5.3. Subject to clauses 5.6 and 5.8, payment of the price for the Products is due according to the terms and in the currency stated on the invoice unless otherwise agreed by AirLife in writing. Time for payment shall be of the essence. In the event any invoice does not state the payment terms or currency, payment of the price for the Products shall be due in Euros within thirty (30) days of the date of invoice.



- 5.4. Payment for account Customers is strictly monthly and to be made in accordance with invoice values. For non-account Customers payments must be made in advance of delivery.
- 5.5. A Customer wishing to open an account must provide recognised bank and trade references.
- 5.6. AirLife reserves the right to levy an interest charge in the event of failure to pay by the due date. Such charge will be at the rate of 2% per month on overdue amounts from the date payment is payable until the date payment is made or the maximum interest rate permitted by law, whichever is less.
- 5.7. When payment of any of AirLife's invoices is overdue it may suspend performance of the Contract to which the invoice relates and/or of any other contract then in existence between the Customer and AirLife for the period until the invoice is paid.
- 5.8. AirLife reserves the right to change the terms of payment offered to the Customer following a suspension of performance under the provision of clause 5.6 above.
- 5.9. All payments payable to AirLife under the Contract shall become due immediately on its termination notwithstanding any other provision.
- 5.10. Invoices are payable in full. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by AirLife to the Customer.

## 6. Delivery.

- 6.1. The Customer is responsible for providing complete and accurate delivery address information to AirLife and for checking such information is correctly set out in the Order Confirmation.
- 6.2. AirLife shall deliver the Products to the location set out in the Order Confirmation or such other location as the parties may agree.
- 6.3. Any dates specified by AirLife for delivery of the Products are estimates and time for delivery shall not be made of the essence by notice. If no dates are specified, time for delivery shall be within a reasonable time.
- 6.4. The Customer may submit a request for next day or other expedited delivery and such request may be accepted at the discretion of AirLife.
- 6.5. Subject to the other provisions of these Terms and Conditions AirLife shall not be liable for any direct, indirect or consequential loss nor for without limitation, pure economic loss, loss of profits, loss or interruption of business, depletion of goodwill, damage to reputation and similar loss, or any costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by AirLife's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 6.6. If for any reason the Customer fails to accept delivery of any of the Products when they are ready for delivery, or AirLife is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
  - 6.6.1. risk in the Products shall pass to the Customer (including for loss or damage caused by AirLife's negligence);
  - 6.6.2. the Products shall be deemed to have been delivered; and
  - 6.6.3. AirLife may store the Products until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 6.7. If AirLife delivers to the Customer a quantity of Products of up to 10% more or less than the quantity noted in the Customer's Purchase Order or in AirLife's acknowledgment, the Customer shall not be entitled to object to or reject the Products or any of them by reason of the shortfall or surplus and shall pay for such Products at the pro rata Contract rate.



- 6.8. AirLife may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 6.9. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

7. Place of Delivery.

- 7.1. Unless otherwise expressly agreed in writing by AirLife, AirLife shall deliver the Products to the Customer and delivery shall take place at the Customer's premises ("Delivery Point").
- 7.2. The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for taking delivery of the Products.

8. Loss, Shortage or Damage in Transit.

- 8.1. AirLife shall not be liable for loss or shortage or damage to Products in transit unless:
  - 8.1.1. such loss, shortage or damage is caused by AirLife's negligence; and
  - 8.1.2. the carriers and AirLife are notified thereof in writing, in the case of damage or shortage within three days of delivery or, in the case of non-delivery, within a reasonable time after the date upon which the Products would have been delivered in the ordinary course of events; and
  - 8.1.3. in the case of damage to Products, the Customer notifies AirLife's customer services department and such Products are returned to AirLife for inspection within thirty days of delivery.

9. Returns.

- 9.1. If after the receipt of any Purchase Order for Products before delivery, improvements are made to their design, on giving notice to the Customer, AirLife may make reasonable alterations so such design provided that:
  - 9.1.1. the performance and quality of the altered Products are at least as high as those of the Products ordered; and
  - 9.1.2. no price variation is made except with the Customer's consent; and delivery is not unreasonably delayed.
- 9.2. If in respect of any order for Products that are manufactured to the Customer's specification the Customer requests any amendment to such order, AirLife shall, at its discretion, charge the Customer in respect of any such amendments at the rate of 25% of the invoice value of such Products.
- 9.3. Except for Products that do not conform to the warranty in clause 12 or any erroneous delivery of Products due to Seller's mistake, if the Customer wishes to return Products to AirLife and AirLife is prepared to accept the return of such Products, AirLife reserves the right to charge the Customer a restocking charge at a rate of twenty-five (25) percent. Any such returns shall be at the Customer's expense and the Products must be unused and in good and saleable condition.
- 9.4. Notwithstanding that Products returned pursuant to clause 9.3 must be unused, the Customer undertakes to delete all user data (including without limitation patient data) from the Products prior to returning those Products to AirLife for any reason, including without limitation Products sent to Seller for repair.
- 9.5. The Customer undertakes to ensure there is no Personal Data (as defined in the applicable privacy and data protection legislation and regulations) on any Products returned to AirLife for any reason, including without limitation Products sent to Seller for repair or replacement.
- 9.6. AirLife shall, upon the reasonable request of the Customer, package or bundle certain Products together to form a kit (a "Custom Kit"). The Customer agrees that in the event that it wishes to change the content of the Custom Kit and / or no longer wishes to purchase the Custom Kit, the Customer shall notify AirLife in writing and shall purchase all Custom Kits which AirLife holds in stock.



10. Risk and Title.

- 10.1. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms 2010 (as amended) shall have the same meaning in these terms and conditions but if there is any conflict between the provisions of Incoterms and these terms, the latter shall apply.
- 10.2. Unless otherwise agreed in writing between the Customer and AirLife, the Products shall be delivered "CPT" as defined in Incoterms 2010 (as amended) the terms of which are hereby incorporated in these conditions unless otherwise agreed in writing by AirLife and AirLife is under no obligation to give notice to the Customer if shipment is by a route involving sea transit (including under circumstances in which it is usual to insure).
- 10.3. The Products are at the risk of the Customer from the time when the Products are handed over to the first carrier, in accordance with Incoterms 2010 CPT, unless otherwise agreed in writing. Delivery to the Customer's premises or other agreed location is for physical receipt only and does not affect the point at which risk transfers.
- 10.4. Ownership of and title to the Products shall not pass to the Customer until AirLife has received in full (in cash or cleared funds) all sums due to it in respect of:
  - 10.4.1. the Products; and
  - 10.4.2. all other sums which are or which become due to AirLife from the Customer on any account at the date the Products are delivered to the Customer.
- 10.5. Until ownership of the Products has passed to the Customer, the Customer shall:
  - 10.5.1. hold the Products on a fiduciary basis as AirLife's bailee;
  - 10.5.2. store the Products (at no cost to AirLife) separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as AirLife's property;
  - 10.5.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
  - 10.5.4. maintain the Products in satisfactory condition and keep them insured on AirLife's behalf for their full price against all risks to the reasonable satisfaction of AirLife.
- 10.6. On request the Customer shall produce the policy of insurance to AirLife. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them.
- 10.7. The Customer may resell the Products before ownership has passed to it solely on the following conditions:
  - 10.7.1. any sale shall be effected in the ordinary course of the Customer's business (but not otherwise) at full market value; and
  - 10.7.2. any such sale shall be a sale of AirLife's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 10.8. The Customer's right to possession of the Products shall terminate immediately if, before ownership and title to the Products passes to the Customer, the Customer:
  - 10.8.1. has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal); or
  - 10.8.2. enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
  - 10.8.3. suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract



or any other contract between AirLife and the Customer, or is unable to pay its debts or the Customer ceases to trade or continue in business; or

10.8.4. encumbers or in any way charges any of the Products; or

10.8.5. an analogous step or process is taken in any other jurisdiction.

10.9. AirLife shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from AirLife.

10.10. The Customer grants AirLife, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

10.11. Where AirLife is unable to determine whether any Products are the Products in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Products of the kind sold by AirLife to the Customer for which payment has been received by AirLife from the Customer, and thereafter to have sold all Products of the kind sold by AirLife to the Customer in the order in which they were invoiced to the Customer.

10.12. On termination of the Contract, howsoever caused, AirLife's (but not the Customer's) rights contained in this clause 10 shall remain in effect.

11. Force Majeure.

AirLife shall not be liable for any non-fulfillment of or delay in performing its obligations resulting directly or indirectly from a force majeure event. For this purpose, "force majeure" shall mean an act of God, war, terrorism, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, products, raw materials or transport, labor disputes, act or requirement of any regulatory or governmental bodies and any other causes not within the reasonable control of AirLife, including significant increases in tariff or freight rates.

12. Warranty.

12.1. AirLife warrants that it has clear title to the Products and that the Products shall be delivered to Customer free of liens and encumbrances. AirLife warrants that any Product it manufactures or has made will function according to its specifications for the Warranty Period, provided that such Products are transported, stored, handled, used and serviced in accordance with AirLife's written instructions. Except where prohibited by law, AirLife expressly excludes all other express or implied (whether by statute, common law or otherwise) terms, warranties, representations, and conditions, including any term, warranty, representation or condition of merchantability or fitness for a particular purpose, satisfactory quality or warranty for hidden defects, and the foregoing constitutes the entire warranty coverage offered by AirLife to Customer. Subject to Section 21, the sole obligation of AirLife, and Customer's exclusive remedy for breach of the aforementioned warranty at the option of AirLife, is to repair or replace the Product or to credit Customer for the price of the Product in exchange for its return.

12.2. Customer will promptly notify AirLife of any Defective Products, when discovered, and shall return such Products to AirLife. At AirLife's option, AirLife shall promptly repair or replace any Defective Product or credit Customer for the price of such Products provided that: (a) AirLife is promptly notified in writing of the defect within the Warranty Period; (b) such Products are returned in a condition suitable for testing; and (c) AirLife's examination of such items discloses to its reasonable satisfaction that the Products are defective and that such defects were not caused by misuse, misapplication, abuse, neglect, alteration, modification, accident, improper storage, transportation or handling, a Force Majeure event, or occurring after delivery of the Products to a carrier by AirLife.

12.3. Any Product which is found by AirLife to be defective as a result of an occurrence listed under Section 12.2(c) shall not be considered as coming under the definition of Defective Product and will not benefit from the above warranty.

13. Limitation of Liability.



- 13.1. AirLife's maximum aggregate liability to the Customer under or in any connection with any Contract, whether arising in or caused by any breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise shall not exceed: (i) in the case of any non-compliance with the warranties in Section 12.1, 100% of the total purchase price payable by the Customer under the applicable Purchase Order for such non-complying Products; and (ii) in any event, 100% of the total purchase price payable by the Customer for the Products under the applicable Purchase Order.
- 13.2. AirLife shall not be liable to the Customer under or in connection with any sale of Products for any missed gain or opportunity, commercial damage, loss of actual or anticipated turnover or profits, loss of income, loss of business, loss of contracts, loss of customers, loss of any opportunity, loss of anticipated savings and like financial losses, damage to Customer's goodwill, reputation or image, loss of, damage to or corruption of data, costs of any regulatory fines or termination of business, or any indirect or consequential damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.
- 13.3. For the avoidance of doubt, any limitation on or exclusion of AirLife's liability hereunder only operates to the extent permitted by law, and nothing in these GTCS shall purport to exclude, restrict or modify any condition or warranty implied by applicable legislation where to do so would render these GTCS void or unenforceable. Without limitation to the above, nothing in these GTCS shall limit or exclude AirLife's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of any mandatory statutory rights under applicable law, including but not limited to section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 (for UK transactions); or (d) any liability that cannot be excluded or limited as a matter of law in the jurisdiction governing the Contract.

#### 14. Product Safety.

- 14.1. Customer shall procure and ensure that: (a) the Products are used only for the purposes and in the manner for which they were designed and supplied; (b) all persons likely to use or come into contact with the Products receive appropriate training and copies of applicable instructions and documents provided by AirLife; (c) all third parties who use or may be affected by or rely upon the Products are given full and clear warning of any hazards associated with them and any limitations of their effectiveness; (d) safe working practices are adopted and complied with; (e) any warning notices displayed on the Products are not removed or obscured; (f) where the use of the Products is stated to be subject to any instructions or warnings, they are used on the condition that such instructions or warnings will be strictly adhered to; and (g) it applies and follows any and all field safety corrective actions required by AirLife.

#### 15. Product Modification.

- 15.1. AirLife shall have the right, at any time and without notice, to make modifications to any of the Products (including Products that have already been delivered to Customer and are in use), which do not materially affect form, fit or function of such Products or which are required by applicable law or which are necessary to comply with applicable standards or safety criteria. If a modification would have such a material effect on a Product, AirLife shall use commercially reasonable efforts to give Customer reasonable notice of such modification and in any case, such notice period shall comply with the requirements of applicable law and regulations.

#### 16. Internal Use, Disposal and Export Controls.

- 16.1. AirLife disclaims all liability in respect of resales of the Products by the Customer and in respect of the Product resold, and the Customer hereby indemnifies and holds AirLife harmless against all claims, actions, liabilities, losses, damages and expenses (including legal expenses) relating to any resale by the Customer. The Customer shall not export, sell or otherwise divert the Products to countries outside the European Economic Area. The Customer further warrants that the Products, including any related technical data, will not be exported, sold or otherwise diverted outside the country in which delivery of the Products takes place in contravention of applicable law.



16.2. Unless agreed otherwise between the parties in writing, the Customer agrees to take and accepts full responsibility for, and cover the costs of the disposal of the Products, and to perform such disposal in accordance with applicable laws.

17. Intellectual Property Rights.

17.1. Customer acknowledges that all Intellectual Property Rights in or in respect of the Products will at all times remain the property of AirLife, its Affiliates or any applicable third party owner, and Customer shall acquire no right, title or interest in the same.

17.2. In the event the Customer becomes aware of a risk that AirLife's Intellectual Property Rights may be or have been infringed, it undertakes to inform AirLife thereof as quickly as possible and to provide the support AirLife requests in order to assist it to take the measures necessary to protect its rights.

17.3. Unless the Parties expressly agree otherwise in writing, but without prejudice to Customer's right to use the Product for the purposes and in the manner for which they were supplied, AirLife's Intellectual Property Rights may not be used or exploited in any way whatsoever by the Customer. In particular, Customer shall not use or make reference to AirLife's logos, brands or any of the names and trademarks (whether registered or not) under which AirLife or the Products are known without the prior written permission of AirLife.

17.4. Customer shall provide notice to AirLife promptly after Customer receives actual notice of any demand, claim, suit or proceeding against Customer that contends that a Product infringes any patent, copyright, trade secret or other intellectual property right of a third party ("Infringement Claim"). In that event, Customer shall authorize AirLife to have sole control of the defense and/or settlement of each Infringement Claim. Upon AirLife's request and at AirLife's costs, Customer shall provide all necessary and reasonable cooperation in the defense and/or settlement of the Infringement Claim. Customer shall not make any admission as to liability or agree to any settlement or compromise of an Infringement Claim without AirLife's prior written consent. AirLife shall indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by Customer directly as a result of any award or settlement made in respect of an Infringement Claim provided Customer complies with its obligations in this Section 17.4. AirLife shall have no obligation or liability of any kind to Customer regarding an Infringement Claim if the Infringement Claim arises from Customer's use of the Products in breach of these GTCS.

17.5. In the event of an Infringement Claim or if AirLife determines or receives notice that a Product may or does infringe any third party's intellectual property rights, AirLife may, at its option, replace such Product with a substantially equivalent Product or modify the Product in a manner that does not substantially affect the performance of the Product or credit Customer for the value of the Product in exchange for its return. An Infringement Claim shall give rise to no rights for Customer in addition to those set out in this Section 17.

18. Confidentiality.

18.1. Each party will use Confidential Information of the other only as necessary to perform its obligations under these GTCS, and will not disclose it to any third parties except as reasonably required by any governmental authority, court, or regulatory body. The receiving party may disclose Confidential Information to the receiving party's directors, employees and agents: (i) only to the extent such disclosure is reasonably necessary for the purpose of carrying out its obligations under these GTCS; and (ii) who are obligated to maintain the Confidential Information in confidence for at least as long as the period that the receiving party is obligated not to disclose the Confidential Information hereunder.

18.2. The receiving party will take all reasonable measures necessary to maintain the confidentiality of such Confidential Information and to keep such Confidential Information secure and protected against theft, damage, loss or unauthorised access, including using the same degree of care with which the receiving party protects its own like confidential information. The receiving party shall notify the disclosing party in writing of any misuse or misappropriation of Confidential Information which may come to the receiving party's attention.

18.3. These obligations of confidentiality will not apply to any Confidential Information which has (i) entered the public domain, except where such entry is the result of the receiving party's breach of confidentiality obligations, (ii) has been lawfully received by the receiving party from a third party on an unrestricted basis, (iii) is known to the



receiving party prior to disclosure, (iv) has been independently developed by the receiving party, or (v) is required to be disclosed by law or the rules of a stock exchange.

19. Reporting Obligations and Investigations.

- 19.1. In addition to complying with all applicable legal requirements, Customer shall report to AirLife (and provide all available information related to) any Product incident and near incident (a) immediately upon the incident occurring, where it has resulted in death, and (b) within 24 hours of the incident where it has or could have resulted in serious injury. In addition, Customer shall report to AirLife within 7 days (or such other period as may be required by AirLife from time to time) all complaints, reports, notices, or comments of any kind. These reporting obligation apply without limitation, to any complaints, reports, notices, or comments from an end-user or any governmental entity that (a) any of the documentation relating to any Product is inadequate or (b) relate to any allegation of deficiencies in respect of the identity, quality, durability, reliability, safety, effectiveness, or performance of any Product or (c) relate to adverse events, injuries, defects in or malfunctions of or involving any of the Products. If Customer has any doubt as to whether a particular incident, near incident, complaint, report, notice, or comment should be reported to AirLife under this Section 19.1, Customer shall err on the side of over inclusiveness and report promptly such incident, near incident, complaint, report, notice, or comment to AirLife.
- 19.2. Customer shall provide AirLife with all such information and assistance as necessary, including without limitation, in investigating any incidents and near incidents, and all complaints, reports, notices, or comments of any kind received or from any governmental entity or any other person (in any form and whether relating to adverse events, injuries, defects in or malfunctions of or otherwise involving any of the Products). Where the Customer files any incident or near incident reports with a government authority, it shall inform AirLife providing copies of the same, if possible, prior to such filings being made (except as otherwise required by applicable law and/or regulation) and in any case, no later than immediately after such filings have been made. All documents and information which Customer is required to furnish or deliver to AirLife and its representatives and to government authorities hereunder shall be so furnished or delivered at no cost to AirLife.

20. Data Protection.

- 20.1. The parties acknowledge that each party acts as a separate and independent controller of personal data disclosed under these GTCS. In no event will the parties process personal data as joint controllers. Each party shall comply with all applicable data protection laws, including but not limited to the EU General Data Protection Regulation (GDPR), UK Data Protection Act 2018, and any other mandatory local laws. Each party shall:
  - 20.1.1. Implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental loss, destruction, or damage; and
  - 20.1.2. Notify the other party without undue delay of any personal data breach affecting data shared under these GTCS; and
  - 20.1.3. Ensure that any cross-border transfers of personal data comply with applicable legal requirements (e.g., standard contractual clauses or other lawful transfer mechanisms); and
  - 20.1.4. Provide reasonable assistance to the other party in responding to data subject requests and regulatory inquiries related to personal data shared under these GTCS.

21. Assignment; Third Party Beneficiary.

- 21.1. To the extent permitted by law, the Customer cannot assign, novate or transfer its rights and/or obligations under these GTCS or any part thereof without the express written consent of AirLife. AirLife may assign, novate or transfer its rights and/or obligations or any part thereof under these GTCS to an Affiliate or to an authorised distributor or technical service representative of AirLife or the manufacturer of the Products or any other party, without the Customer's consent. A person who is not a party to these GTCS shall have no rights under it to enforce any of its terms. The Contracts (Right of Third Parties) Act 1999 shall not apply to any Contract.

22. Governing Law.

- 22.1. All issues relating to these GTCS (and all non contractual disputes or claims) shall be governed exclusively by the laws of the jurisdiction where the AirLife contracting entity is domiciled excluding the United Nations Convention on Contracts for the International Sale of Products or the United Nations Convention on the Limitation Period for



the International Sale of Products. Any disputes which arise out of or in connection with these GTCS, including disputes on interpretation and non-contractual disputes or claims, shall be resolved exclusively by the courts where the AirLife legal contracting entity is domiciled.

23. Whole Agreement, Invalidity, Waiver.

23.1. In relation to these GTCS, these GTCS shall constitute the entire agreement between the parties regarding its subject matter and shall supersede and replace all prior agreements, understandings, transactions and communications between the parties, whether oral or in writing, with respect to the same. The invalidity in whole or in part of any provision of these GTCS shall not affect the validity of other provisions or parts thereof. Failure by either party to exercise or enforce any of its rights thereunder shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof. Any waiver of any term by AirLife will only be effective if it is in writing.

24. Compliance with Laws.

24.1. Each party shall comply with all applicable laws and regulations in connection with its performance under these GTCS, including but not limited to laws governing medical devices, anti-bribery and corruption, sanctions, export controls, human rights, modern slavery, and environmental protection. Compliance obligations under this clause apply in addition to, and do not limit, the Governing Law provisions in Section 22. Customer shall not sell or use Products for prohibited end-uses or to sanctioned parties. Nothing herein restricts lawful intra-EEA resales. Each party shall maintain adequate records demonstrating compliance and shall cooperate in reasonable audits relating to medical-device traceability or compliance matters, provided such audits are subject to reasonable notice, confidentiality obligations, and conducted during normal business hours.

25. Unlawful Influence.

25.1. AirLife and the Customer each represents and warrants that, to the best of its knowledge, neither it nor any of its respective employee, medical personnel or affiliated organizations has any significant influence on the other party or any of its associates or Affiliates, or will receive any direct or indirect proceeds from these GTCS other than as expressly stated in these GTCS. AirLife and the Customer each warrants that it has not violated any applicable laws or regulations or any applicable policies of which the other party has given notice regarding the offering of unlawful inducements in connection with these GTCS.

26. Effective Date.

26.1. These GTCS are effective from the issue date shown on page 1 and are applicable to all transactions entered into after such effective date. These GTCS are subject to revision and replacement from time to time by AirLife in its sole discretion, and any revision and replacement shall indicate the date from which it shall apply and such revised GTCS shall apply to all transactions entered into from the date such revised or replacement GTCS become effective.

27. Notices.

27.1. Any notice from one party to the other party relating to these GTCS shall be in writing and delivered either by hand, courier or mail (certified or registered, return receipt requested, postage prepaid) to the attention of General Counsel/General Manager at the receiving party's registered address. A notice shall be deemed to be served (a) where delivered by hand, by courier and/or fax, when it is delivered and (b) where delivered by certified or registered mail, 3 working days after it is mailed. Either party may change its notice address upon written notice to the other party.