

QUANTIUM MEDICAL, S.L.
TERMS AND CONDITIONS OF SALE, SUPPLY AND PAYMENT

1. **Catalogs and information documents** related to our products are given for information purposes and with non-binding nature.
2. **Orders** are only final after their acceptance by the company and once registered under the conditions of sale and payment indicated on their bottom. The company is only bound by commitments made by its representatives or employees after their acceptance in writing.
3. **The budget** made by Quantum Medical, S.L. (Hereinafter referred to simply as Quantum) shall be valid for 10 days from the delivery of the goods, subject to the agreement for that purpose made between the parties.
4. **Our prices** are quoted net, fees and taxes excluded. The miscalculation or print failure may not entail responsibility on our part. The sale prices listed in our rates do not include the costs of connection, installation or commissioning.

Any request for intervention of our technical after-sales services must be in writing and invoiced at the prevailing rate. Our prices are based on current economic conditions and may be revised before the expedition date, in case of marked increase for reasons of fluctuation of exchange, rates, tariffs, price increases of our suppliers, or any other reason objectively justified.

5. The indicated **delivery periods** begin on the date specified in the order acceptance. Any unforeseen event such as lack of raw materials, insufficient labor or delay of transportation, railroad strike or any other important reason, as well as force majeure, does not exempt from compliance with the agreed delivery period. Eventual delays cannot in any case justify the cancellation of the order and do not give rights to withholding payment, nor damages.
6. **The expedition** is always carried out according to the uses of the company, except under special instructions from our customers which must be described in the order acceptance. All transport operations, insurance, storage or maintenance will be charged to the customer and at their own risk, including in the case of delivery at prepaid freight. The addressee must check the shipments upon arrival of the goods and exercise claims against the carrier if appropriate.
7. **Partial deliveries** will be admitted, being able to invoice them, unless otherwise specified and expressed by the customer.
8. **Ownership.** Notwithstanding the delivery and the transmission of the risk that it brings, the Buyer will acquire the ownership of the goods once made the payment of the amount in full, making cash any check, draft or other financial document.
9. **Terms of payment.** The distributor will pay according to invoices and agreements reached before the billing date. All payments will be made as agreed and can be by bank transfer to the entity, net without discount. The buyer and/or distributor will be responsible for the expenses derived from the payment of the goods purchased.

If an invoice is not paid at maturity, the amount due will be increased by default interest at 3% fully fledged without notice, all that without prejudice to any appropriate compensation for recovery costs. In case of delay, it shall be immediately required the payment of any unmatured customer invoice, even in case of accepted drafts. Quantum in this case may also require for any new delivery, whatever the agreed terms, the cash payment before shipment, and suspend or cancel any order in progress.

Quantum reserves the right, during the execution of a contract and before delivery, to demand guarantees in relation to the importance of the granted or to be granted credit.

10. **Quality control** is performed on each of the stages of production in order to certify that its products meet the appropriate characteristics for such products.
11. Any **claims**, defects or errors on the material supplied must be submitted immediately upon arrival or reception. Moreover, will only be taken into consideration those submitted in writing without delay, at the latest within 8 days from the arrival of the goods, accompanied by vouchers, samples, packing slips and indicating the number and date of invoice and marks or labels disposed on the packaging. Goods subject of the complaint may only be returned with explicit consent of Quantum.
12. **The warranty** will have a fixed duration depending on the product, ensuring that the performance of the delivered product will be in accordance with the specifications for the same. This warranty is strictly limited to our devices. Additionally, Quantum Medical, S.L. undertakes to replace or correct defective materials as long as the supplied material is used in accordance with the assembly, operation and maintenance instructions specified by the company.

Our guarantee will be invalid in case of repairs by the customer or by a third party. Claims will not be accepted by the indirect damages suffered, as neither will be any claims arising from the defects caused by the use of non-original accessories, such as cables or connectors that are not subject to warranty.

The works carried out under warranty can only be made at the factory or under the supervision of our specialists in the field. Parts replaced under these conditions will be of our property.

All transportation costs and risk of loss derived from repair and/or replacement of defective products will be borne by the distributor, unless otherwise agreed.

Any return of the product for proper reparation, will have to follow the warranty conditions and will have to be accompanied by the repair sheet, which according to the instructions of Quantum Medical S.L. is made available for this purpose.

13. **Cancellation and return.** Cancellations or modifications will not be admitted after the order date; any posterior modification or cancellation will result in the corresponding charge of the expenses incurred in compensation. We do not accept return of any material without prior acceptance of our sales department (only unused standard equipment). If admitted a charge for return of ...% or higher depending on the state of the product will be applied.

All returned products must be properly packaged to prevent damage to the equipment and the product itself, complying, also, with the instructions regarding the return of defective products.

14. **Industrial and Intellectual Property Rights.** All Quantum products are protected by Intellectual Property Rights. For this purpose, "Intellectual Property" shall mean, on a world-wide basis, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, moral rights and mask- works, (b) rights associated with trademarks, service marks, trade names and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) rights in domain names; (f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and (g) all registrations, applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).
15. **Submission to jurisdiction.** Any controversy that may arise regarding the interpretation, application and implementation of the contract of sale or supply, must be submitted to the jurisdiction of the Courts and Tribunes of the city of Barcelona, the parties will expressly relinquish any other authority by which it could be processed.