

INTRODUCTORY PROVISIONS**1 Definitions**

- 1.1 "Demodeks Pty Ltd": the private limited company referenced hereafter as either "Demodeks" or "Meditech-Pharma", ABN 69 131 809 366, with its registered office at Level 1, 1925 Logan Rd Upper Mount Gravatt Qld 4122.
- 1.2 "Agreement": the commercial relationship between the Client and "Demodeks" or "Meditech-Pharma", as further described in Clause 2.1.
- 1.3 "Client": any professional client, as well as any person who confirms a Quote / places an Order with Demodeks or Meditech-Pharma for Robots, Shopfitting's and/or other Products or agrees to a Service Agreement, in the name or on behalf of a professional client.
- 1.4 "General Conditions": the present general sales and service conditions.
- 1.5 "Order": the signed quotation, which shall be binding on the Client, that the Client places with Demodeks or Meditech-Pharma either by accepting a Quotation from Demodeks or Meditech-Pharma, or otherwise.
- 1.6 "Order Confirmation": the quote document created by Demodeks or Meditech-Pharma to be signed by the Client, which constitutes the confirmation of the Order, with final dimensions, specifications, options, installation & delivery.
- 1.7 "Privacy & Data Protection": All information shared between the Client and Demodeks or Meditech-Pharma is deemed confidential and bound by the "Privacy Act 1988" and the 13 Australian Privacy Principles (APPs) set out within the Privacy Act.
- 1.8 "Products": all Products offered by Demodeks or Meditech-Pharma, in addition to Robots & Shopfitting's (such as spare parts).
- 1.9 "Quote": the document created by Demodeks or Meditech-Pharma to be signed by the Client, which constitutes the confirmation of the Order, with final dimensions, specifications, options, installation & delivery.
- 1.10 "Robots": all sorting, storage, inventory management and other systems (standard as well as custom-made) intended for, inter alia, pharmaceutical purposes, as offered by Meditech-Pharma to the Client.
- 1.11 "Services": carrying out the advice, installation, preventive maintenance, intervention in the event of breakdowns, repairs, etc. whether or not covered by the Service Agreement.
- 1.12 "Service Agreement": the agreement between the Client and Meditech-Pharma regarding the performance of maintenance and interventions in case of faults.
- 1.13 "Website": www.demodeks.com and other local websites that Demodeks or Meditech-Pharma may use.
- 1.14 "Workdays": from Monday to Friday, excluding public holidays in Australia and those of the place of installation.
- 1.15 "Working hours": from 8am to 5pm (Central Standard Time (GMT+9.5)) on Workdays.

2 Scope of application of General Conditions

- 2.1 All commercial relationships, both present and future, between Demodeks or Meditech-Pharma and the Client shall be governed by (in hierarchically descending order and to the extent applicable): (i) the Signed Customer Acceptance form, including the Service Agreement, (ii) the written and/or electronic Order Confirmation from Demodeks or Meditech-Pharma, (iii) Demodeks or Meditech-Pharma's Quote accepted in writing and/or electronically by the Client, (iv) these General Conditions, (v) the Service Agreement, user manuals and/or installation instructions provided with the Robots, Shopfitting's and/or Products, and (vi) Australian law. These documents collectively constitute the Agreement.
- 2.2 The General Conditions shall always be sent to the Client and shall also be made available upon simple request. By placing an Order with Demodeks or Meditech-Pharma or by concluding an Agreement, the Client acknowledges that it recognises and accepts these General Conditions. The General Conditions shall always take precedence over the Client's General Conditions.
- 2.3 The (repeated) failure by Demodeks or Meditech-Pharma to enforce any right, cannot be considered as a waiver of right, but only as the toleration of a certain situation and shall not deprive Demodeks or Meditech-Pharma of the right to invoke the same later.
- 2.4 Demodeks or Meditech-Pharma reserves the right to amend or modify its General Conditions at any time upon prior written/electronic notification to the Client. The amended General Conditions shall only apply to Order(s) placed, Agreements concluded, or Services performed after the amendments have been implemented and notified to the Client.
- 2.5 The possible nullity of one or more clauses of these General Conditions or a part thereof shall not affect the validity of the other clauses and/or the remaining part of the concerned provision. In such case, Demodeks or Meditech-Pharma and the Client shall endeavour to replace the void provision with an equivalent provision. In the event that the Parties fail to reach an agreement, the competent court shall mitigate the invalid provision so that it reflects what is permitted (by law).

3 Activities of Meditech-Pharma

- 3.1 Meditech-Pharma 's principal activity is the sale, installation, maintenance, and repair of Pharmacy Robots, together with all Services incidental thereto, including:
- Design of Pharmacy Robots.
 - Sale of Products.
 - Assembly, installation, and assistance with commissioning of Pharmacy Robots.
 - Maintenance of Pharmacy Robots and repair.
 - Sale of Shopfitting Storage Systems. (ie Shelving & Drawers)
- 3.2 An Agreement with the Client may cover one or more of these activities.
- 3.3 Demodeks Pty Ltd. conducts its commercial activities in this regard under the brand name "Meditech-Pharma" or "Meditech-Pharma".

FORMATION OF AGREEMENT**4 Brochures & publications on the Website**

- 4.1 Catalogues, brochures, newsletters, notes, leaflets, publicity announcements, as well as statements on the Website are entirely non-binding and only for information purposes, unless explicitly stated otherwise.
- 4.2 The stated price, description, colours and/or images of the Robots and/or Products are purely indicative and non-binding for Meditech-Pharma.

5 Proposals and Quotes

- 5.1 All proposals and Quotes made by Meditech-Pharma, orally or in writing, provide only an indication of the Robots, Shopfitting's, Products, quantities, deadlines and price and have yet to be finally validated.
- 5.2 A Quote shall only be valid for the duration stated on the Quote. If no duration is stated on the Quote, the validity period of the Quote shall be limited to two (2) months.

6 Formation of Agreement

The acceptance of the Quote and signing of the "Customer Acceptance Form" by the Client with respect to the purchase of one or more Demodeks or Meditech-Pharma Products confirms a commitment on the part of the Client to purchase and take delivery of the aforementioned Products as described in the Quote within a period of nine months from the date of the signed Customer Acceptance Form.

A Meditech-Pharma Service Agreement is agreed to by the Client upon signing of the Quotation "Customer Acceptance Form". Service Agreement Pricing is included in the Quotation and will commence as indicated in the Quote.

- 6.1 The Agreement comes into effect when the "Customer Acceptance Form" is signed (by written, electronic or digital means) by the Client, and the Order is confirmed by written, electronic or digital means by a person authorised to bind Meditech-Pharma, or upon commencement of execution of the Order by Meditech-Pharma (whichever occurs first).
- 6.2 Meditech-Pharma reserves the right at all times, to request additional information concerning the Client, its activities or creditworthiness and - in the absence of notification thereof - to refuse, suspend or demand full payment prior to the performance of the Agreement, without Meditech-Pharma being liable to pay any compensation in this regard.
- 6.3 An Order shall only be valid for the specific assignment/order of Robots and/or other Products and shall therefore not automatically apply to subsequent (similar) assignments/orders.
- 6.4 Meditech-Pharma shall only be bound by the Client's specific instructions with which the Robots/Products must comply, provided these specific instructions are included in the written and/or electronic Quote, Order, Order Confirmation between Meditech-Pharma and the Client.

7 Modifications/additions to the Agreement

7.1 General provisions on modifications

- 7.1.1 Any modifications or additions made after the Order Confirmation shall only be valid after the written and/or electronic agreement of both parties in a new Order Confirmation, among other things with regard to price, payment terms, execution deadlines, additional specifications, legal or other requirements/conditions etc. Meditech-Pharma agreement may also be implied by its execution of the Order.
- 7.1.2 Meditech-Pharma shall always be flexible and shall accept these amendments/additions wherever possible. In the absence of a written agreement concerning amendments or additions, it shall be assumed that the amendment/addition was carried out in accordance with the (verbal) instructions of the Client, unless the Client provides evidence to the contrary.
- 7.1.3 In case there is a change in the identity of the Order Confirmation signatory (for example, if the Agreement was initially concluded by a natural person, but a company is subsequently incorporated which is to be regarded as a Client), Meditech-Pharma shall be entitled to charge an administrative processing fee.

7.2 Modification of Robots / Products

- 7.2.1 If not withstanding the above, there is a change in the specifications or dimensions of the Robots and/or Products after the Order Confirmation, Meditech-Pharma shall have the right to charge additional cost if any to the Client, including material costs, drawing work, administration costs, the cost of additional work, etc.
- 7.2.2 Price changes if any resulting from amendments or additions, shall be determined on the basis of price determining factors applicable at the time the amendments or additions are agreed, and as communicated in writing by Meditech-Pharma.
- 7.2.3 A request for amendments or additions by the Client shall always result in the cessation of production of a Robot (and, if applicable, Products), as well as the lapsing of the agreed delivery time if any. Meditech-Pharma shall notify a new delivery time to the Client taking into account the agreed amendment or addition, and in accordance with Meditech-Pharma availability.

7.3 Modifications in the scheduling of the installation

- 7.3.1 In case of **(i)** a modification of the Robot after the signed Customer Acceptance Form is received by Meditech-Pharma that results in the cancellation of the scheduled delivery and execution date, or **(ii)** a change of the scheduled delivery and execution date due to the actions of or at the request of the Client, Meditech-Pharma shall have the right to charge the following to the Client:
- warehousing for the Robot, at a lump sum of four hundred and fifty dollars (\$450) + gst per month for which the Robots are to be stored will commence nine months from signing of the Quote.
 - Cancellation costs if any of subcontractors, hotels, rental of cars, vans and trucks, rental of lifts, etc.
 - Lump sum damages depending on the timing of the change in schedule, as follows:
 - o More than twelve (12) weeks before the scheduled installation date: no lump sum damages.
 - o Between twelve (12) and six (6) weeks before the scheduled installation date: two thousand, five hundred dollars (\$2,500).
 - o Less than six (6) weeks before the scheduled installation date: five thousand dollars (\$5,000).

7.4 Amendments to the Service Contract

8 Suspensive condition

- 8.1 If a Quote contains one or more suspensive conditions in favour of the Client, the Client acknowledges that Meditech-Pharma shall not commence production of the ordered Robots and Products, nor include them in its schedule, until the condition(s) precedent have been fulfilled. Any delivery date specified in the Quote shall only start after confirmation from the Client concerning the fulfilment of the condition(s) precedent. Until then, the specified delivery date shall be purely indicative.
- 8.2 The provisions of **Clause 9.1** shall only not apply if the Client proves that the suspensive condition cannot be fulfilled or shall not be fulfilled by the agreed date. In all other cases, the Client shall be deemed to have cancelled the Quote within the meaning of **Clause 9.1**. This shall also apply if the term as stipulated in the Quote has expired in the absence of adequate proof being provided by the Client.
- 8.3 Suspensive conditions if any must be fulfilled before an Order can be placed or an Order Confirmation can be signed, under the responsibility of the Client, who must prove that the suspensive conditions have been fulfilled.
Any suspensive condition shall be deemed to have been fulfilled at the time of placing an Order or signing a Customer Acceptance Form. Wherever applicable, the Client may no longer claim the application of any suspensive condition.
- 8.4 Meditech-Pharma shall have the right to request that the Client submit proof (as defined below), without which the Client shall be deemed to have cancelled the Quote within the meaning of **Clause 9.1**:
- Urban Planning Permits:
If and insofar as the Client is required to obtain planning permits, it shall notify Meditech-Pharma thereof in advance, and furthermore, shall include this as a suspensive condition and notify Meditech-Pharma concerning the progress of the permit application. In order to prove that the suspensive condition has not been fulfilled, the Client must show that the relevant permit was definitively refused.
 - Pharmaceutical or other permit:
If the Client has yet to complete its pharmaceutical or other permit formalities or the transfer thereof, it shall notify Meditech-Pharma of this in advance, and shall include this as a suspensive condition. In order to prove that the suspensive condition has not been fulfilled, the Client must show that the grant, handover or transfer of the relevant permit has been definitively refused.
 - Financing:
If and insofar as the stipulated suspensive condition relates to the grant of financing (including leasing), the Client must provide evidence that it has undertaken all such steps as may be reasonably necessary in order to obtain the financing, and the Client must submit documents proving refusal by at least three (3) financial institutions.

CANCELLATION OF THE AGREEMENT

9 Cancellation by the Client

- 9.1 In case of cancellation **(i)** by the Client without any default on the part of Meditech-Pharma, or **(ii)** by Meditech-Pharma due to a default on the part of the Client, Meditech-Pharma reserves the right to charge the Client compensation calculated as follows:
- (i)** In case of cancellation of an accepted Quote:

Damages of thirty percent (30%) of the price of the cancelled Quote, subject to a minimum of five hundred dollars (\$500);

(ii) In case of cancellation of an accepted Order / Order Confirmation:

- Cancellation costs if any of subcontractors, hotels, rental of cars, vans and trucks, rental of lifts, etc.;
- Production costs already incurred in respect of the Robot;
- Lump sum damages of thirty percent (30%) of the price of the cancelled Order/Order confirmation, together with the following amounts, depending on the timing of cancellation, as follows:
 - o More than twelve (12) weeks before the scheduled installation date: no additional increase.
 - o Between twelve (12) and six (6) weeks before the scheduled installation date: two thousand, five hundred dollars (\$2,500).
 - o Less than six (6) weeks before the scheduled installation date: five thousand dollars (\$5,000).

9.2 The aforementioned lump sum damages shall always be without prejudice to Meditech-Pharma's right to claim (higher) compensation on the basis of any other proven loss suffered, including (but not limited to) costs or expenses already incurred.

10 Cancellation by Meditech-Pharma

10.1 Meditech-Pharma shall have the right - without the Client having any right to claim compensation - to cancel the Quote or Order Confirmation in the following cases:

- (i)** Where it is based on incorrect information provided by the Client, or where Meditech-Pharma suspects that the Client is appealing to Meditech-Pharma for reasons that cannot objectively be considered reasonable and acceptable, or
- (ii)** If, after the conclusion of the Agreement, Meditech-Pharma is, for objective reasons, not able (any longer) to perform the Agreement, inter alia, but not exclusively due to the non-availability of raw materials or materials required for the production of Robots and/or Products and/or the performance of Services.

10.2 In such case, Meditech-Pharma shall notify the Client in writing within a reasonable period. Only if no alternative solution is available, shall Meditech-Pharma cancel the Agreement and refund the sum already paid to the Client in full within fourteen (14) calendar days of the aforementioned notification.

10.3 In case Meditech-Pharma cancels the Quote or Order Confirmation (i) in circumstances other than those mentioned above, (ii) without this being based on a breach of contract by the Client, and (iii) in circumstances other than force majeure/hardship, the Client shall be entitled to reimbursement of any advance payment already made and the Client may furthermore claim compensation for proven, effectively incurred damage, for an amount not exceeding thirty per cent (30%) of the price, subject to a minimum of five hundred dollars (\$500).

PERFORMANCE OF THE AGREEMENT

11 General provisions on performance

11.1 As a rule, the performance of the agreement by Meditech-Pharma shall be regarded as an obligation of means. Meditech-Pharma shall always exercise due care and good faith and shall always perform the Agreement to the best of its knowledge and ability, but without guaranteeing a specific result. In the exceptional event that Meditech-Pharma gives the Client an undertaking for the achievement of a certain result, there shall be an obligation of result on the part of Meditech-Pharma and this shall be expressly mentioned in writing between the parties.

11.2 The performance indicators relating to the capacity, speed, consumption, etc. of a Robot, as communicated verbally or mentioned in the technical sheets, shall always be indicative. Meditech-Pharma has always estimated them in good faith based on averages, but these depend on external factors, and consequently these estimates shall not be binding. The Robot's capacity is affected, by the sizes of the packages and the Client's product range. The speed of delivery by the Robot shall also be determined by the size and set-up of the Robot and the storage location. Consumption shall also be determined by the size and set-up of the Robot and by usage and downtime.

11.3 The Client is obliged to provide smooth cooperation as well as the necessary support in the preparation and performance of the Agreement by Meditech-Pharma This includes provision of all the necessary data, documents, specifications and instructions, which Meditech-Pharma requires for the performance of the Agreement.

11.4 Meditech-Pharma shall always perform the Agreement on an independent basis. The independent cooperation between Meditech-Pharma and the Client shall not entail any relationship of subordination. Meditech-Pharma shall allocate its activities in the manner it sees fit and shall be totally free to determine how to allocate its time, without it and/or its employees/appointees being liable to the Client in this respect. Where Meditech-Pharma assigns one or more employees/appointees for the performance of the Agreement, their work shall be directed and supervised by a responsible person from Meditech-Pharma unless otherwise agreed, neither the Client nor its appointees shall ever possess any form or element of employer authority in respect of the employees/appointees of Meditech-Pharma, and consequently neither it nor its appointees can either give them instructions or orders, or exercise any control or supervision over them.

12 Delivery and installation dates and deadlines

- Delivery and installation dates are to be confirmed with the client during the planning stages of the project but within a time frame of 9 months of the signed date shown on the Customer Acceptance Form. Meditech-Pharma reserves the right to charge the client a warehouse storage fee of four hundred and fifty dollars (\$450) + gst per month for which the Robots are to be stored prior to installation. Deadlines that may be specified shall be purely indicative and approximate.

12.1 Exceeding the stipulated date or deadline may not under any circumstances give rise to penalties, damages, substitution, or dissolution of the Agreement at Meditech-Pharma's expense. Furthermore, a delay in the delivery of the Robots / Products shall also not lead to cancellation of the Agreement. Exceeding the dates or deadlines shall not relieve the Client from its obligations.

12.2 If the Client changes the scheduled date, Meditech-Pharma and the Client shall determine a new commencement date through mutual consultation, which, however, shall depend on Meditech-Pharma's availability and may therefore occur later than the Client's initial availability.

12.3 If the commencement or progress of the performance is delayed, disrupted, or made more difficult by causes that fall within the Client's scope of responsibility, including (but not limited to) one or more factors as described in **Clause 17**:

- Meditech-Pharma shall have the right not to commence the performance of the assignment, or to stop it immediately (without any compensation being payable by Meditech-Pharma);
- All delivery and execution dates and deadlines shall lapse automatically.
- Additional costs (such as, inter alia, unnecessary travel expenses and waiting times) shall be charged to the Client by Meditech-Pharma, subject to a minimum of five hundred dollars (\$500) + gst.

12.4 The delivery and execution dates and deadlines shall expire automatically:

- If Meditech-Pharma does not receive all the necessary data, specifications, instructions from the Client in time. In such case, the prices are increased by the additional costs incurred.
- In case Meditech-Pharma has outstanding claims against the Client.
- In case of changes to the assignment.
- In case the commencement or progress of the execution is delayed, disrupted or made more difficult by causes that are the responsibility of the Client.
- In case of force majeure/hardship, under application of **Clause 44**.

12.5 Any inspection certificates and/or permits required for the delivery or use of the Robots and/or Products shall always be the responsibility of the Client. Meditech-Pharma shall not be liable for obtaining the inspection certificates and/or permits, or for the consequences in terms of timing and delays in the delivery.

13 Information and input from the Client

13.1 The Client shall bear ultimate responsibility for instructions and information supplied by it (directly or indirectly, via a party appointed by it). Meditech-Pharma shall assume the above without accepting any responsibility in this regard. Meditech-Pharma is not obliged to check the accuracy of the data supplied by the Client (including information supplied by the Client regarding stability or load-bearing capacity) and is thus entitled to rely on them without further formality. The Client shall always be responsible for the correctness and completeness thereof and indemnifies Meditech-Pharma against third party claims in this respect.

14 Design & Engineering by Meditech-Pharma

- 14.1 Meditech-Pharma shall design the Robots according to the Client's instructions and measurements (by the Client or by Meditech-Pharma, depending on the arrangements).
- 14.2 Meditech-Pharma shall submit the designs, plans, drawings, and technical descriptions to the Client for approval. As soon as the Client is in possession of the designs, it is obliged to verify their correctness and whether they correspond to what it had in mind.
- 14.3 Unless otherwise agreed, the Client shall have a period of seven (7) calendar days to approve or reject Meditech-Pharma designs. At the end of the aforementioned period, the Client shall be deemed to have agreed to the designs.
- 14.4 Meditech-Pharma shall not commence production of the Robot until it has obtained the Client's written approval concerning the designs.

DELIVERY & INSTALLATION

15 Delivery of the Robots and/or Products.

- 15.1 The risk of damage, destruction, disappearance, and theft with regard to the Robots, the parts and materials and Products, shall be transferred at the time of the delivery of the above at the delivery location as agreed between Meditech-Pharma and the Client.
The Client shall adequately insure the Robot, parts and materials supplied by Meditech-Pharma against theft and loss, including due to fire and other external circumstances such as flooding.
- 15.2 The Client shall bear all costs relating to the acceptance of delivery.
- 15.3 The Client shall cooperate in the delivery and shall take delivery of the Robots, materials, and Products, which Meditech-Pharma delivers to the address specified by the Client. The manner of transport and the actual means of transport shall be reasonably determined by Meditech-Pharma
- 15.4 If the Client refuses to accept delivery or is negligent in supplying information or instructions, or in otherwise providing the cooperation necessary for the transport and installation of the Robots, materials and/or Products, Meditech-Pharma shall have the right to take all reasonable measures in this regard (such as storage with third parties), at the expense and risk of the Client. All additional transport and storage costs caused by failure to take delivery, or failure to accept or take delivery on time shall be borne by the Client.

16 Execution of the installation

- 16.1 Robots shall always be installed during normal Working Hours.
Meditech-Pharma reserves the right at all times to refuse an installation and/or performance of other Services if they cannot be carried out during Working Hours, without thereby conferring any right on the Client to claim compensation.
- 16.2 If Meditech-Pharma opts to carry out an installation and/or to perform Services outside normal Working Hours, Meditech-Pharma shall have the right to charge the Client additional compensation for the same.

17 Responsibilities of the Client

- 17.1 The Client shall bear the following responsibilities in connection with the delivery and installation of the Robots and shall always ensure at its own expense and risk that these conditions are met:
- 17.1.1 Site access and accessibility:
- Meditech-Pharma's employees or subcontractors, as soon as they arrive at the installation site, must be able to commence and continue their work during Meditech-Pharma's normal working hours, and in addition, if Meditech-Pharma deems it necessary, outside normal working hours as well, provided that it has notified the Client well in time.
 - The access roads to the installation site must be suitable, sufficiently wide and sufficiently levelled to enable the necessary transport and to ensure that the (parts of the) Robots can be brought inside.
 - The Client shall procure and provide the necessary access passes in order to ensure that Meditech-Pharma has free and smooth access to the site.
 - The necessary (parking) permits must be obtained, and traffic signs must be provided by the Client in order to ensure that Meditech-Pharma has free and easy access to the worksite.
 - The ground must be sufficiently firm and stable to allow safe set-up and use of any lifts, cranes, aerial work platforms and telehandlers.
- 17.1.2 Site security:
- The worksite must be adequately secured and screened off to prevent theft or loss of materials and Robots.
 - Meditech-Pharma's employees and subcontractors must be adequately informed by the Client concerning the other works in progress and their risks.
 - Safety on site must be guaranteed. The Client must notify Meditech-Pharma of all legal obligations and the necessary safety regulations that Meditech-Pharma must observe when installing Robots on the Client's site. Meditech-Pharma shall always act in accordance with the safety regulations as notified to it by the Client.
- 17.1.3 Site facilities:
- The designated installation site must be well lit and suitable for the installation of the Robots.
 - A suitable, working, and definitive internet and power connection must be available at the site. The Client acknowledges that if changes are made to the Robot's internet and/or power connection after the installation and initial configuration of the Robot by Meditech-Pharma, this may prevent the proper operation of the Robot. Meditech-Pharma shall not be liable for any damages, additional works or malfunction of the Robot resulting from the same.
 - The necessary software and licences must be available in order to enable the correct installation of a robot.
- 17.1.4 Preliminary works:
- The necessary preliminary works for preparing the site for the installation of the Robot should have been completed, such as:
 - o Removal of immovable works, false ceilings, floors, walls and all obstructions, removal of plumbing, electricity and other utility lines, pipes, grates, ducts, gutters, openings, lighting, etc.
 - o Preparation of the site, if necessary, by providing the pit in which the Robot is to be placed, making the ground level, providing the necessary electricity and other utility lines, including internet.
 - If before (e.g. at the time of the final measurement), during or in preparation for the installation of the Robot, it is found that additional work (such as, among other things, those mentioned above) is required, the Client shall carry out (or shall organise the carrying out of) such work, and Meditech-Pharma shall have the right to suspend its work in the meantime.
- 17.1.5 Other works on site:
- The Client shall be responsible for the scheduling and execution of the other works on the worksite (for example, plastering, flooring, electricity, sanitary facilities, etc.); This shall include timely execution according to the schedule and correct execution according to the same.

- Meditech-Pharma shall not be responsible to adjust its timing or works if the other works do not proceed according to the predetermined schedule or plans; If however, Meditech-Pharma does make such adjustments, it shall be entirely at Meditech-Pharma's discretion.
- The Client shall be responsible for ensuring that the Robot is kept dust-free during installation and furthermore, that no other works that generate dust are taking place during the installation of the Robot. Meditech-Pharma shall have the right to suspend its work if the above is not complied with. Meditech-Pharma shall do whatever is necessary to screen off the Robot to the extent possible, but the Client shall always be responsible for the same. Meditech-Pharma shall not be bound to make the Robot dust-free again if this is caused by activities other than its own activities.

17.1.6 Load-bearing capacity / stability of the surface:

- The Client shall be responsible for ensuring that the location provided has sufficient load-bearing capacity. Specifically, it must be able to support a weight of 349 kg per m².
 - The Client shall be responsible for ensuring that the site provided is vibration-free and stable.
 - The Client shall be responsible for ensuring that the location provided is completely level.
 - The Client shall be solely responsible for verifying the stability/load-bearing capacity of the site. The Client undertakes to have the stability/load-bearing capacity checked in advance and at its own expense by an architect, stability engineer or other professional with sufficient expertise. The Client warrants that at the time of installation, all the conditions required in order to enable the safe installation shall be fulfilled and shall confirm this in writing to Meditech-Pharma prior to installation. Under no circumstances can Meditech-Pharma be held liable for any damage that may arise as a result of inadequate stability/load-bearing capacity of the place of performance.
- 17.2 If the commencement or progress of the installation of the Robot is delayed or altered by factors for which the Client is responsible, all resulting costs shall be charged by Meditech-Pharma to the Client. These shall include, but shall not be limited to, unnecessary relocation costs and waiting times exceeding half an hour, schedule adjustments, adjustments to the works, etc.

18 Software

- 18.1 The Robots have their own graphical user interface, which allows the Robots to operate on a stand-alone basis.
- 18.2 If the Robot is linked to the Client's (management and other) software for its operation, the Client shall always guarantee the proper operation of such software as well as its compatibility with the Robot's firmware/software.
- 18.3 Meditech-Pharma shall provide the Client with the necessary instructions and information concerning the (communication) protocols used by the Robot (currently WWKS2) to enable its interaction with the Client's management software.
- 18.4 The Client shall ensure the implementation and configuration of its systems in full compliance with Meditech-Pharma's instructions and information, in order to make possible the interaction between the Robot and its systems. Meditech-Pharma shall not be responsible for the proper operation and interaction between the Robot and the Client's software, and cannot be held liable for any costs, licences, etc. required to enable the interaction between the Robot and any of the Client's software, e.g. for modifications to the software.
- 18.5 Meditech-Pharma shall not be responsible for the non-operation of certain functionalities due to the lack of compatibility of the software or because the software does not support certain functionalities.

19 Responsibilities of Meditech-Pharma

- 19.1 Meditech-Pharma shall have the right to engage subcontractors for the execution and installation, for which Meditech-Pharma shall be responsible.
- 19.2 If during the installation of the Robot, Meditech-Pharma finds that additional works are required to enable correct installation, Meditech-Pharma shall notify the Client concerning the same, and the Client shall have such additional works carried out. In this context, the removal of immovable works, false ceilings, grilles, sanitary and other utilities (pipes, tubes, ducts, gutters, lighting), or other demolition works and/or preparation and installation works shall not be included in Meditech-Pharma's assignment.
- The Client shall at all times be responsible for the costs incurred on account of such additional works and delays. Additional works shall include all work not included in Meditech-Pharma's original assignment.
- 19.2.1 Under no circumstances can Meditech-Pharma be held liable for any damage to the work floor, whether above the ground and/or below the ground.
- 19.2.2 For damages that may be caused during installation by Meditech-Pharma's appointee, the Client may not under any circumstances deduct the amount of the damage from the invoices to be paid. Meditech-Pharma's insurance company shall be responsible for further settlement. Any claim for damages must be notified to Meditech-Pharma by registered letter within 24 hours of the work that gave rise to the damage.

START-UP, DELIVERY & COMMISSIONING

20 Delivery

- 20.1 The Robot shall be delivered dust-free and taped off by Meditech-Pharma.
- 20.2 The Client shall ensure that the principal pharmacist or a representative of the Client designated by the principal pharmacist, who is authorised to sign the delivery report (digitally), shall be present during the training and at each (also provisional) delivery by Meditech-Pharma of a Robot. Meditech-Pharma may assume that the Client's employee at the delivery location is effectively authorised to represent the Client for the delivery.
- 20.3 Meditech-Pharma shall provide training with regard to the proper use of the Robot and (if relevant) the Products.
- 20.4 Meditech-Pharma shall provide the Client with the necessary copies of the Service Agreement, the user manual and the installation instructions relating to the delivered Robots and/or Products, no later than at the time of the start-up and commissioning of the Robots and/or Products.
- 20.5 If the principal pharmacist or the Client's representative is not present when Meditech-Pharma makes the delivery, this shall in no case prevent the delivery from being a delivery made in the presence of and with the consent of both the parties. The Client shall have eight (8) working days to provide Meditech-Pharma with any comments it may have on the delivery.
- 20.6 Following the installation of the Robot by Meditech-Pharma, an initial provisional delivery shall take place during which the parties shall assess the current state of the Robot. This first provisional delivery shall relate to the following:
- Correct location, dimensions, specifications, workmanship, conformity of delivery.
 - Visible defects.
 - Cleaning-up of the site.
 - Any other elements that the parties may be deemed capable of identifying at that time.
- 20.7 After the Robot has been commissioned by Meditech-Pharma, a second provisional delivery shall be made. This second provisional delivery shall relate to the following, inter alia:
- The commissioning and operation of the Robot.
 - Providing the training for the operation of the Robot.
- If Meditech-Pharma installs and commissions the Robot at the same time, only one provisional delivery shall take place.
- 20.8 The final delivery of a Robot shall take place when Meditech-Pharma starts up a Robot. The final delivery should include verification of whether the Robot functions as agreed and whether there are any hidden defects that interfere with the functionality of the Robot. If the Client commences use of the Robot immediately, the final delivery shall take place immediately as soon as the use of the Robot is commenced. The service pursuant to **Clause 22.1** shall only apply from the time of final delivery.
- Upon the final delivery of a Robot, Meditech-Pharma shall provide the Client with the necessary information, and training with regard to the operation of the Robot.
- In any case, a Robot shall be considered as finally delivered after the lapsing of eight (8) calendar days after Meditech-Pharma's communication that it has

remedied the faulty functioning, or non-functioning of the Robots.

21 Use

- 21.1 The Client shall be responsible for the correct use of the Robot in accordance with the user manual.
- 21.2 After installing a Robot and during its operation, the Client shall be responsible for the continued suitability of the location in which the Robot was installed. Thus, the Robot should always be in an environment and conditions that conform to the instructions and guidelines in Meditech-Pharma's service provisions, user manuals and/or installation instructions.
- In particular, the following conditions must be fulfilled:
- The temperature inside and around the Robot should always exceed 15°C and maximum 40°C,
 - The relative humidity around the Robot must always be less than 80% and more than 30%, non-condensing,
 - Under no circumstances should the Robot be excessively exposed to (direct or indirect) sunlight that may cause overheating.
- Meditech-Pharma shall never be liable for any damage caused as a result of the non-conformity of the environment in which the Robot is located. Nor can Meditech-Pharma be held liable for any claims or comments concerning the storage temperature or other storage conditions of the items in the Robot.
- 21.3 The temperature inside the Robot shall normally assume the temperature of the environment, increased by up to 5°C by the internal hardware and electronics (the foregoing is purely informative and not a binding commitment).
- 21.4 Drilling into the Robot, placing fixtures on the Robot, or of other stress on the Robot is not permissible.
- 21.5 The Client shall always be obliged to check and confirm that the Robot is able to correctly perform the identification and delivery of the items for which the Client shall use the Robot.

SERVICE AGREEMENT, MAINTENANCE & REPAIRATIONS

22 Service Agreement

- 22.1 Meditech-Pharma grants a commercial component warranty on the MT.XL, MT.XS, MT.OPTIMAT, MT.INTEGRATED, MT.SPEED, MT.TRANSPORT MT. COLLECT and MT.MATIC, subject to the following conditions and the conditions included in the Service Agreement.
- 22.2 The component warranty Period applies from the date of final delivery of the Robot and under the following cumulative conditions: that the Client has signed a Service Agreement.
- (i) The Client has subscribed to a Service Agreement.
 - (ii) The price due for the Service Agreement has been paid (under the conditions set out in **Article 31**).
 - (iii) All Service and interim repairs prescribed by the Service Agreement were carried out by and according to the regulations of Meditech-Pharma or a Meditech-Pharma A.C.N company.
- 22.3 The Service Agreement covers any defect that can be attributed to a manufacturing or assembly defect under normal use and this for all components, materials, cabling, construction, to the exclusion of:
- (i) Any changes to the structure of the building of the placement of electrical cables outside the Robot.
 - (ii) The maintenance of the power lines to the Robot.
 - (iii) Internet and/or power connections.
 - (iv) Problems or faults of the (pharmacy) operating system.
 - (v) Relocation of the Robot.
 - (vi) Adjustment or changes resulting from the adaption or extension of general, specific and/or safety legislation or regulations.
 - (vii) Damage or repairs resulting from misuse, damage cause voluntarily or involuntarily, or other damage included in the exclusions set out in **Article 43**.
- 22.4 The Service Agreement may be transferred to any subsequent owner to the extent that:
- (i) The Robot is not or will not change location before, during or after the transfer, and.
 - (ii) A Service Agreement is already in place before the transfer of ownership.
- 22.5 The specific terms of the Service Agreement entered into by the Client and are included in the Service Terms and Conditions. This includes the types of interventions (helpdesk, preventive maintenance, curative interventions) that are included and the interventions or costs that are excluded.

23 Maintenance & repairs outside of the scope of a Service Agreement

- 23.1 If the Client does not choose to engage with a Service Agreement with Meditech-Pharma, or if certain costs are not covered by the Service Agreement, the Client can call on Meditech-Pharma to carry out such preventive maintenance or repairs, for a fee.
- 23.2 The prices for such interventions outside of the scope of a service agreement and service terms and conditions are subject to a separate price list available on request by the Client.

24 Preventive Maintenance

- 24.1 Meditech-Pharma schedules the preventive maintenance with the Client in accordance with the provisions of **Article 27**.
- 24.2 If the Client has entered into a Service Agreement, all working hours and travel are covered by the Service Agreement and will not be charged separately to the Client. If no Service Agreement has been entered into or has been suspended or terminated, Meditech-Pharma will charge the preventive maintenance at the applicable rates.
- 24.3 The replacement of parts will be invoiced at the current catalogue prices.

25 Curative interventions and repairs

- 25.1 The interventions of Meditech-Pharma for curative interventions and repairs are determined by the conditions of the Service Agreement, including intervention times, prices, included work, etc.
- 25.2 If no Service Agreement has been entered into or has been suspended or terminated, or if certain interventions are not covered by the Service Agreement, Meditech-Pharma will invoice the curative interventions and repairs at the applicable rates.
- 25.3 Meditech-Pharma plans curative interventions and repairs with the Client in accordance with the provisions of **Article 27**.

26 Obligations of the Client.

- 26.1 In preparation for maintenance, interventions, or repairs by Meditech-Pharma, the Client shall be obliged to:
- (i) Thoroughly clean the Robot in advance in accordance with the guidelines and regulations as included in the manual / regulations of the Robot.
 - (ii) Comply with the necessary measures to completely take the Robots out of service for the duration of the Service.
 - (iii) Take the necessary measures to ensure that the technicians appointed by Meditech-Pharma can start and perform their services as soon as they have arrived at the pharmacy / site.
 - (iv) Take the necessary measures to ensure that the location where the Robot is installed is sufficiently well lit and suitable for performance of the Services.
 - (v) Provide the necessary help and support if so, requested by the technicians appointed by Meditech-Pharma.
- 26.2 Meditech-Pharma is entitled to invoice the Client for delays incurred by non-compliance with these requirements by the Client or by other causes attributable to the Client.

27 Execution

- 27.1 During and after the execution of preventive maintenance, curative interventions, or repairs, no claim can be made for a replacement device, nor for any form of direct and / or indirect compensation or compensation for downtime.
- 27.2 Preventive maintenance, curative interventions, and repairs (under or outside of the scope of the Service Agreement) are always carried out during normal

Working Hours on Working Days. Surcharges on working hours and the necessary costs incurred due to or at the request of the Client, for example because the Services are performed outside of Working Hours, are billed to the Client.

- 27.3 The Client will be informed in advance of the proposed dates for the execution of the Services. If the proposed date does not fit the Client, he must make a new appointment. In the absence of the Client or non-accessibility of the Robot at the time of appointment without prior notice, the costs (such as the useless travel costs and waiting times) will be charged by Meditech-Pharma to the Client, with a minimum of five hundred dollars (\$ 500.00). The Client must make a new appointment himself. The Client cannot claim a refund of the compensation if the Services cannot be performed due to its actions.

28 Helpdesk

- 28.1 During the term of the Service Agreement the Client can contact the Meditech-Pharma helpdesk free of charge by telephone.
28.2 The normal helpdesk availability hours are between 08:00 and 17:00 (Central Standard Time (UTC+9.5) on weekdays.
28.3 The availability of the helpdesk for calls for downtimes depends on the subscribed formula of the Service Agreement.

29 Software Updates

- 29.1 During the term of the Service Agreement the Client may receive free updates on the Robot's software.
29.2 If the Client does not agree to the software updates, damage, obsolescence, or delay resulting therefrom shall not be covered by the Service Agreement and shall not be the responsibility of Meditech-Pharma.

30 Price and payment - Service Agreement

- 30.1 Without prejudice to what is stipulated in the following Section, the prices for the Service Agreement are fixed per month.
30.2 Within the framework of the Service Agreement concluded with the Client, the invoicing of the price is always done quarterly in advance for a full year and before the year to which the Service Contract relates.
30.3 The Service Agreement is only valid and Meditech-Pharma is only bound to do so on condition of timely (pre)payment. Meditech-Pharma is entitled to suspend its obligations under the Service Agreement in the event of non-payment or late payment. If the Client requests Services where applicable, these will be chargeable.
30.4 Services outside Service Agreement / component warranty
30.5 The cost of Services performed by Meditech-Pharma outside the terms of the Service Agreement, including all costs relating to working hours, performance outside normal Working Hours, transport or relocation, or parts that would not be included in the Service Agreement, will be invoiced to the Client on the basis of the prevailing prices available at the Client's request.

31 Termination of the Service Agreement

- 31.1 The Service Agreement runs for consecutive fixed terms of one (1) year, starting on the date of commissioning of the Robot. The Service Agreement is tacitly renewed annually for a new period of one (1) year.
31.2 Both Parties are entitled to terminate the Service Agreement by registered letter at the latest three (3) months before the extension. Cancellation always requires prior written notice. Non-payment of the price does not automatically lead to the non-renewal of the Service Agreement. In that case, Meditech-Pharma is entitled to suspend its obligations under the Service Agreement.
31.3 The termination of the Service Agreement automatically implies the expiration of the component warranty.

RATE & PAYMENT

32 Rate

- 32.1 All prices are expressed in AU\$.
32.2 All prices shall be exclusive of GST and other taxes and duties, costs if any relating to insurance and administration costs, delivery and shipping costs, inspections, etc., unless expressly agreed otherwise. Unless otherwise agreed, all additional costs relating to fire permits, fire prevention and safety shall not be included in the price.
32.3 Meditech-Pharma reserves the right to revise its prices if there are objective reasons to do so and, among other things, if this is the result of an increase in its costs due to an increase in taxes, excise duties, import and export duties, freight rates, prices of raw materials, prices of materials, parts, wages and salaries, devaluation, export prohibition, strikes, danger of war, etc.
32.4 Meditech-Pharma is also entitled to index its sales prices Robots and Products, as well as the rates for the Services performed in or outside of the scope of the Service Contract on account of an increase in the prices of raw materials and salaries, the amounts payable being calculated on the basis of the following formula, subject to the condition that the new price can never be lower than the original price:

33 Advances

- 33.1 Meditech-Pharma always reserves the right to request (i) up to eighty per cent (80%) of the total amount as an advance, (ii) payment in full, or (iii) a bank guarantee, before proceeding with performance of the Agreement.
33.2 Unless otherwise agreed, the Client shall be bound to pay thirty per cent (30%) of the total value of the Robot as an advance at the time of acceptance of the Quote, and thereafter, thirty per cent (30%) of the total amount at the time of receipt of the Statement of Works. The balance shall be invoiced after the installation of the Robot, taking into account the price increases or price reductions included in any variation to the project at the time of final installation and commissioning of the Robot.
33.3 In case of non-timely payment, Meditech-Pharma reserves the right to immediately suspend the execution or delivery/performance until the Client has fulfilled its payment obligation in full. Non-timely payment shall always lead to the suspension of the specified delivery and execution dates and deadlines. Meditech-Pharma also reserves the right to cancel all or part of the Agreement, even if all or part of the Robots/Products were delivered/installed, in which case, lump sum damages as per **Clause 9.1** shall be payable.

34 Invoicing

- 34.1 Meditech-Pharma always reserves the right to invoice the price in instalments according to the execution of the Order/assignment.
34.2 In the context of the Service Agreement concluded with the Client, the invoicing of the price is always done quarter yearly in advance of which the Service agreement relates.
34.3 By placing an Order, the Client expressly agrees to the use of electronic invoicing by Demodeks - Meditech-Pharma, subject to deviations agreed in writing between the parties. Meditech-Pharma shall be entitled to charge a lump sum administrative fee of fifty dollars (\$50) on any request by the Client to change its invoicing details and/or company details.

35 Financing

- 35.1 The Client who concludes the Contract shall always be bound to pay advances if any and/or the price, or to guarantee payment by a third party, irrespective of the method of financing and/or third-party debtor chosen by the Client. Deviations from the above can only be made with the express and written approval of Meditech-Pharma, after which the Client can be released from its payment obligation.
35.2 If and insofar as the Client makes use of external financing methods, including but not limited to leasing, the Agreement shall (as stipulated in **Clause 2.1**) take precedence, in the relationship between Meditech-Pharma and the Clients, over the terms and conditions stipulated within the framework of the financing method.
35.3 Only if obtaining external financing is expressly included as a suspensive condition, will the obtaining, or failure to obtain financing, be a suspensive condition.
35.4 The Client shall be bound to confirm to Meditech-Pharma who shall be making the payments to Meditech-Pharma, within a period of one (1) month after signing the Quote. Changes after this period may give rise to the levy of an administrative charge of \$200.

36 Payment

- 36.1 Unless otherwise agreed, all invoices of Meditech-Pharma shall always be payable in full to Demodeks Pty Ltd (ABN: 69 131 809 366)
- 36.2 Invoices may only be validly protested by registered letter within eight (8) calendar days following the invoice date, and in any event, before the Robots/Products are commissioned/processed, together with a mention of the invoice date, invoice number, as well as a detailed justification of the protest.
- 36.3 The unconditional payment of a part of the invoice amount, shall be considered as express acceptance of the corresponding part of the invoice.
- 36.4 Partial payments by the Client shall always be accepted under reservation of all rights and without any acknowledgements prejudicial to our interests and shall first be applied against the collection costs and lump sum damages, then against the interest due, and finally against the principal amount, which shall be allocated in priority to the oldest outstanding principal amount.

37 Right of retention of title

- 37.1 The Robots, Products and materials delivered by Meditech-Pharma shall remain the property of Meditech-Pharma until full payment of the amount due (principal, interest, and costs) by the Client, even after processing, in which the Robots and/or Products are incorporated into other items.
- 37.2 Consequently, the Client is prohibited from selling or pledging the delivered Robots, Products, and materials to a third party or disposing of them in any way until the price has been paid in full. If the Robots, Products, and materials are nonetheless sold to a third party, the right to the resulting sale price shall take its place.
- 37.3 It is agreed between the parties that the various transactions/contracts between them shall be regarded as forming part of a single economic whole and that Meditech-Pharma shall always have a right of retention of title to the Robots, Products, and materials currently in the Client's possession, for as long as the Client has an outstanding debt to Meditech-Pharma.

38 Consequences of non-payment or late payment

- 38.1 Any invoice not paid in whole or in part by the due date shall automatically, without prior notice of default, be subject to a late payment interest of one per cent (1%) per overdue month, with each month that commences being considered fully expired.
Furthermore, after a second reminder to pay/dunning letter, an additional twenty-five dollars (\$25) shall be added to the amount due. If the invoice amount is still not paid thereafter, a lump sum compensation equal to fifteen per cent (15%) of the invoice amount shall be added to the outstanding amount, subject to a minimum of two hundred and fifty dollars (\$250) (excluding GST), without prejudice to Meditech-Pharma's right to compensation for higher damages on provision of proof of the same.
- 38.2 If a Client fails to pay one or more outstanding claims to Meditech-Pharma, Meditech-Pharma reserves the right to immediately suspend all further performance or delivery until the Client has fulfilled its payment obligation in full.
If the invoice amount has still not been paid in full after two (2) payment reminders/dunning letters, Meditech-Pharma shall be entitled to terminate the Agreement, in which case the lump sum damages provided for in **Clause 9.1** shall be payable.
In addition, this shall result in all other invoices becoming immediately due and payable, even those that are not yet due, and the cancellation of all authorised payment conditions. The same shall apply in case of (imminent) bankruptcy, judicial or amicable dissolution, cessation of payment, as well as any other fact indicating the insolvency of the Client.

COMPLAINTS & LIABILITY

39 Complaints

- 39.1 Complaints shall always be made in writing or by email to Meditech-Pharma, identifying the Robot and/or the Service concerned, including a detailed justification of the complaint.
- 39.2 The Client shall send complaints to Meditech-Pharma as soon as possible and in any event within fourteen (14) calendar days of their discovery.
- 39.3 The submission of a complaint shall not entitle the Client to fully suspend its payment obligations.
- 39.4 After the discovery of any defect, the Client shall be obliged to immediately cease the use or further assembly of the Robot in question and, furthermore, to do everything reasonably possible to prevent (further) damage.
- 39.5 The Client shall be obliged to provide as much corporation as may be desired in connection with the investigation of the complaint by Meditech-Pharma, including by giving Meditech-Pharma the opportunity to investigate the circumstances of treatment, processing, installation and/or use on site.
- 39.6 Return of (part of) the Robots and/or Products if any delivered by Meditech-Pharma must first be approved by Meditech-Pharma in writing. In the absence of such agreement, all returns shall be refused, and all costs incurred in connection therewith shall be charged to the Client.
- 39.7 The Client must reimburse any costs incurred for unjustified complaints. For example, in the event of an unjustified complaint, the Client shall be obliged to pay the costs of investigation and expert assessment.

40 Hidden defects and product liability

- 40.1.1 The Service Agreement (in accordance with **Clause 22** and next of the Service Agreement), shall not affect the Client's rights on the grounds of:
(i) Hidden defects provided that the Client had notified the defect in writing or by electronic means to Meditech-Pharma within a period of one (1) year after delivery and installation of the Robots and/or Products, respectively after final delivery of the Robot and/or Products);

41 Repair by Meditech-Pharma

- 41.1 In case of repair, adjustment, or replacement as a result of a justified complaint by the Client, this shall be done, at Meditech-Pharma's discretion, either on site at the Client's premises or at a Meditech-Pharma designated workshop or alternate site.
- 41.2 The Client shall be obliged to provide Meditech-Pharma with sufficient opportunity to remedy the complaint.
- 41.3 Meditech-Pharma shall provide receipts for the replacement parts to the Client on request.

42 Liability

- (i) The guarantees that Meditech-Pharma offers to the Customer in the context of Meditech-Pharma's liability are, at Meditech-Pharma's own discretion and discretion, limited to (in whole or in part): Repair or modification of (the defective part of) the Robot / Product.
- (ii) Replacement of the defective part of the Robot / Product.
- (iii) Credit, whether or not linked to a return (this shall be at Meditech-Pharma's discretion).
- 42.1 To the extent permitted by law, Meditech-Pharma's liability shall be limited to the lesser of the following:
(i) The invoice value of the Order in question.
(ii) The amount paid out by Meditech-Pharma's insurer(s).
The limitation shall not affect the mandatory provisions of the law regarding Meditech-Pharma's liability towards the Client.
- 42.2 The Client undertakes to provide a waiver of recourse with its insurer(s) with respect to Meditech-Pharma's insurer(s).

43 Exclusion of liability

- 43.1 The Client cannot claim a guarantee/indemnity from Meditech-Pharma, and the Service Agreement shall not apply to:
- Complaints submitted after the expiry of the aforementioned deadlines for submitting complaints or after the expiry of the Service Agreement, respectively.
- Non-functional differences between specifications and declarations of quality and the actual execution of the delivered Robots/Products, provided that these changes only relate to details and do not affect the specific functional and external characteristics essential to the Client, nor the performance indicators explicitly mentioned in the technical data sheets relating to the capacity, speed, etc. of a Robot.

- Normal wear and tear on the Robots/Products.
 - Damage caused by theft and/or loss of a Robot and/or Products. The Client must adequately insure the Robot against theft and loss, including from fire and other external circumstances such as flooding.
 - Damage due to incorrect delivery of items by a Robot. The Client shall always be obliged to check and confirm that the Robot is able to correctly perform the identification and delivery of the items for which the Client shall use the Robot, and the Client/its employees shall be ultimately responsible for the same.
 - Complaints about the noise and vibrations caused by the Robot or any other negative experience or nuisance experienced by the Client and/or third parties in case of normal use and correct installation of the Robot.
 - Complaints about the Robot's consumption. Indications relating to consumption shall always be indicative and based on the known average consumption. The consumption shall be influenced by the actual use, conditions of use and set-up of the Robot and can never be predicted with certainty.
 - Damage or defects caused directly or indirectly by a fault or negligence on the part of the Client or a third party.
 - Damage or defects caused by improper handling, extraordinary stress, or use of unsuitable operating equipment.
 - Damage or defects caused due to improper use / use other than the intended normal use or use for purposes other than those for which the Robot / Product is intended.
 - Drilling into the Robot, placing of fixtures on the Robot, or of other stress on the Robot.
 - Damage or defects due to extreme external environmental factors or natural disasters, including exposure to external vibration, earthquake, flood, lightning, overcurrent? extreme temperatures, frost, extreme humidity, moisture; water infiltration, sunlight and others, amongst others outside of Meditech-Pharma's guidelines and regulations and as described in **Clause 21**.
 - Damage or defects due to dust infiltration or soiling.
 - Damage or defects caused due to the provision of incorrect or incomplete data and instructions, or late provision of the same, by the Client.
 - Damage or defects caused through the use or application of materials, items, Products, working methods and structures, insofar as the same takes place at the express instruction of the Client or supplied by the Client.
 - Damage or defects caused by the Client or a third party when carrying out amendments, adaptation, dismantling, repair, maintenance or other work on the Client's instructions and without Meditech-Pharma's prior written approval.
 - Damage or defects caused by the use of abrasive and/or aggressive cleaning products.
 - Damage or defects caused by a lack of maintenance, cleaning or other forms of serious neglect.
 - Damage or defects caused by maintenance carried out by the Client itself or by a third party on behalf of the Client, and therefore not by Meditech-Pharma or a maintenance partner approved by Meditech-Pharma.
 - Damage or defects caused by the Customer's use of unofficial spare parts.
 - Deliberately inflicted instances of damage.
 - Damage or defects resulting from failure to follow any advice given by Meditech-Pharma, which it always provides without obligation (e.g. instructions relating to maintenance), user manuals, installation and/or maintenance instructions.
 - Additional damage or defects caused as a result of continued use or application by the Client after damage or a defect has been found.
 - Direct or indirect damage, damage to third parties or consequential damage if any.
 - Temporary malfunctions in the operation or downtime of the Robot.
 - Damage or malfunctions caused by a non-working, malfunctioning or disabled supply voltage, network, control software and/or internet connection or external software.
 - Any damage or loss attributable to the period during which a Robot is inoperative as a result of a defect and/or during the period it takes Meditech-Pharma to repair a Robot. The Client shall have no right to any commercial compensation by Meditech-Pharma for lost sales in case of temporary malfunctions or downtime of the Robot.
 - Delays in the delivery / execution / delivery of the Robot or the Products. The Client is not entitled to commercial compensation for lost sales in case of such delays.
 - Damage caused by accident, fire, smoke damage, explosion, war, manifestations etc.
 - Damages caused by force majeure and hardship in accordance with the provisions of **Clause 44**.
- 43.2 The Client shall fully indemnify Meditech-Pharma, its appointees and employees, and shall undertake to intervene in: **(i)** all claims and proceedings resulting from its own acts, omissions, errors or imprudence or by its personnel or by any third party relied upon by the Client in connection with the Agreement with Meditech-Pharma, in breach of the Agreement and/or these General Conditions and/or other legislation applicable to the commercial transaction, and **(ii)** all claims and proceedings of third parties, which suffer damage in connection with the performance of the Agreement.
The Client shall indemnify Meditech-Pharma for all damages, court, and other costs, incurred as a result of its defence relating to the aforementioned claims and/or proceedings.

44 Force majeure / Hardship

- 44.1 The following are conventionally regarded as cases of force majeure or hardship: all circumstances that were reasonably unforeseeable and unavoidable at the time that the Agreement was concluded, which lead to an impossibility on the part of Meditech-Pharma or the Client to perform the Agreement or a part of the Agreement, or which would make the performance financially or otherwise more difficult or burdensome than normally foreseen, as a result of which the performance under the agreed conditions can no longer reasonably be required.
Among other things, war, natural and weather conditions, fire, seizure, delays at or bankruptcy of suppliers of Meditech-Pharma, delay of other contractors working on the site, illnesses, staff shortages, strikes, lock-outs, pandemics and epidemics, late shipment, change of customs tariffs, business organisational circumstances, threats and acts of terrorism, failure of the Client to provide Meditech-Pharma with the necessary information required for the performance of the Agreement, receipt of erroneous information, etc. may be considered force majeure/hardship.
- 44.2 In case it is temporarily impossible for Meditech-Pharma and/or the Client to perform (part of) the Agreement due to a situation of force majeure or hardship, they shall be entitled to temporarily suspend the performance of their affected undertakings by means of notification by registered letter to the other party. In this case, the implementation period shall be extended for a period equal to that of the suspension. Neither the Client nor Meditech-Pharma shall be liable to pay any compensation in that case.
- 44.3 In case circumstances as described above occur, and these render the performance of the Agreement financially or otherwise more burdensome or difficult than normally foreseen, so that performance under the agreed conditions can no longer reasonably be required, the parties undertake to negotiate in good faith to determine the changes in the conditions under which the Agreement may possibly be continued. In the absence of agreement thereafter, both the Client and Meditech-Pharma shall have the right to terminate the Agreement, through service of notice on the other party by registered letter.
- 44.4 In case the performance of (part of) the Agreement has become permanently impossible due to force majeure and/or hardship or has been validly suspended for more than six (6) months in accordance with **Clause 44.2**, or in case the Client and Meditech-Pharma have negotiated in good faith for a minimum of one (1) month in accordance with **Clause 44.3** without having reached an agreement, both the Client and Meditech-Pharma shall have the right to terminate the Agreement through notice served on the other party by registered letter.

45 Intellectual property

- 45.1 Meditech-Pharma shall retain all intellectual rights including, but not limited to, patents, drawings and models, patents, copyrights, database rights, trade secrets, know-how rights, trademark rights, (trade/product) name rights, etc. to the Robots, software, designs, documents, templates, technical descriptions, plans, drawings, models or photographs (non-exhaustive list) created by it, irrespective of whether the Client has been charged for the development or creation thereof, unless expressly agreed otherwise.
- 45.2 No Quote, Order, Order Confirmation, Agreement or cooperation may be interpreted as conferring on the Client any ownership or other exclusive right to the aforementioned data. Such data, as long as they are not made publicly available by Meditech-Pharma, may not be copied, used for purposes other than for which they are intended, or disclosed to third parties, without the prior written consent of Meditech-Pharma, and the same must be returned to Meditech-Pharma immediately on simple request.
- 45.3 Meditech-Pharma has the right to use the images of realisations for purposes of advertising, without the Clients consent, and without being liable to pay the Client any compensation. Meditech-Pharma shall always notify the Client of the same and shall refrain from any publication if the Client objects.
- 45.4 The Client undertakes not to perform any acts that would violate or invalidate Meditech-Pharma's intellectual property rights, nor shall it allow a third party to do so.
- 45.5 The Client shall refrain from granting third parties other than its personnel and/or appointees' access to the Robots and the associated firmware/software and from participating, in whole or in part, or authorising others to participate, in reverse engineering, disassembly or decompilation of the Robots and the associated firmware/software, unless and insofar as expressly permitted by applicable mandatory law.
- 45.6 The Client shall take the necessary steps to prevent any infringement of Meditech-Pharma's intellectual property rights and shall notify Meditech-Pharma if it becomes aware of any actual or suspected infringement.
- 45.7 Any infringement by the Client of this paragraph may give rise to the liability to pay lump sum damages equal to twenty-five thousand dollars (\$25,000), without prejudice to compensation for higher damages, if proven.

46 Confidentiality

- 46.1 Both parties and their staff and appointees - for whom the parties vouch - undertake that they shall not, except with the express written consent of the other party, disclose or disseminate to third parties, or use any confidential information concerning the other party, and concerning the performance of the Agreement between the parties.
- 46.2 The Client acknowledges that the discounts granted, the prices, and the terms of the Agreement between Meditech-Pharma and the Client constitute confidential information.

47 Non-soliciting

- 47.1 The Client shall, from the time of the formation of the Agreement, until one (1) year after the Agreement comes to an end, refrain (whether directly or indirectly) from soliciting Meditech-Pharma's staff or independent service providers to terminate their relationship with Meditech-Pharma and/or to enter into an agreement with them. For the purposes of the present clause, the term "personnel" means all staff or other employees, such as freelancers and subcontractors.
- 47.2 If the Client violates the present clause, the Client shall be obliged to compensate Meditech-Pharma for the damage that Meditech-Pharma shall suffer in this respect. Such compensation shall be equal to the gross (direct or indirect) salary of the staff member concerned, for the previous twenty-four (24) months, without prejudice to Meditech-Pharma's right to compensation for higher damages, if proven.

48 Privacy

- 48.1 The Client and Meditech-Pharma undertake to always process personal data within the meaning of the Privacy Law (in particular, any data relating to an identified or identifiable natural person) in a proper and careful manner, as well as in accordance with the Privacy Law. The personal data of the parties and their representatives shall also be considered to fall within the scope of protected data.
- 48.2 If and insofar as Meditech-Pharma processes personal data for and on behalf of the Client, it shall act as a Processor. In all other cases, each of the parties shall act as a separate data Controller as specified in respect of Meditech-Pharma in its privacy policy, which can be consulted on the Website.

49 Netting

- 49.1 In accordance with the provisions of the Financial Collateral Act of 15 December 2004, Meditech-Pharma and the Client shall automatically and *ipso jure* adjust and set off all currently existing and future debts that they may have towards each other. This means that in the permanent relationship between Meditech-Pharma and the Client, only the balance of the largest debt shall remain after the aforementioned automatic set-off.
- 49.2 In any case, this debt offsetting shall be enforceable against the administrator and the remaining body of creditors, and no objection shall be possible against this debt offsetting implemented by the parties.

50 Assignment of the Agreement

- 50.1 The Client shall not have the right to assign the Agreement or any part thereof to a third party except with the express and prior written consent of Meditech-Pharma.

51 Competent courts and applicable law

- 51.1 All disputes arising from these General Conditions as well as from any other agreement whatsoever, that may be concluded between Meditech-Pharma and the Client shall fall within the exclusive jurisdiction of the courts of the judicial district in which Demodeks Pty Ltd has its registered office, unless Demodeks Pty Ltd decides that the courts of the district in which the Client has its registered office shall have jurisdiction. Australian law shall apply.

52 Language

- 52.1 Unless expressly agreed otherwise, the Client acknowledges that the language of these General Conditions shall also be the language of communication in all commercial transactions with Meditech-Pharma, and or that the Client understands the language of these General Conditions.