

GENERAL TERMS AND CONDITIONS

VDI	VDI Technologies s.r.o., limited liability company incorporated and registered in Czech Republic, with company number 17108501, whose registered office is at Královopolská 62/147, Královo Pole, 612 00 Brno, Czech Republic
Product	Medical device: VDI UHF-ECG Class: Ila UDI device identifier: 859421406UHFECGLP
Product Components	The Product consists of the following components: – VDIAQ acquisition unit (hardware part) – VDI Vision software Unless otherwise agreed, the following third-party components will also be delivered with the Product: – VDI ECG cable – laptop – fibreoptic cable – fibreoptic to USB converter – protective case – power cord
Product Documentation	The Product is delivered with technical specification of the Product: – <i>Instructions for Use</i> – <i>Declaration of Conformity</i> – <i>Liability Insurance</i> – <i>MDR certification</i>
Delivery	The moment of delivery occurs when an authorized representative of VDI completes the installation of the Product.
Intended Use	The Product is designed to detect, normalize and digitalize electrocardiographic (ECG) signals from patients using ultra-high frequency (UHF) signals ranging from 150 Hz to 1 kHz.

	Primary function of the Product is to record and analyse UHF-ECG signals on a computer running VDI Vision software for further processing, analysis and display.
Limited Use License	Customer is given a non-exclusive, non-transferable, royalty-free, right and license to use the VDI Vision Software and its Product documentation delivered with or embedded in the Product solely with the Product.
Intellectual Property	VDI retains all Intellectual Property rights in the Product or the Product Documentation unless agreed otherwise.
Defects	Upon installation, the parties shall sign a handover protocol documenting the condition of the Product. Visible defects of the Product must be notified within 20 (twenty) working days of Delivery. Hidden or invisible defects must be notified within 20 (twenty) working days after their discovery or any longer period allowed by the law.
Warranty	Warranty is given during the duration of expiration period stated in the Product Documentation or for 12 months.
Payment	The payment shall be made 30 days after receipt of an invoice at the latest. The statutory interest rate applies to any late payments.
Termination due to late payment	VDI may terminate the Agreement if the Customer fails to pay any amount 2 weeks after receiving written request.

1. SCOPE

- 1.1. VDI s.r.o., limited liability company incorporated and registered in Czech Republic, with company ID No.: 17108501, whose registered office is at Královopolská 62/147, Královo Pole, 612 00 Brno, Czech Republic ("**VDI**") provides its customers ("**Customer**") with medical device manufactured by VDI: VDI UHF-ECG, class IIa, Basic UDI-DI: 859421406UHFECGLP ("**Product**") further specified in Product Documentation.

The Product is delivered with the **Product Documentation** as defined above.

- 1.2. In these General Terms and Conditions ("**Terms**") any person, organization or company purchasing Product from VDI will be referred to as "**Customer**".
- 1.3. These Terms shall apply to any purchase of Product made by the Customer.
- 1.4. Terms together with Product Documentation, other purchase documents provided by VDI throughout the purchase of the Product to the Customer, including but not limited to offers, quotations, invoices, limited use label license etc. ("**Purchase Documents**") comprise the entire agreement between VDI and Customer ("**Agreement**"). If the parties conclude a separate agreement, the terms of such agreement shall prevail to the extent they are inconsistent with these Terms.
- 1.5. These Terms shall prevail over any Customer's terms and conditions. VDI does not accept any procurement terms of the Customer, or any other standard terms attached to the acceptance (see below) are hereby expressly refuted and do not form part of the Agreement.
- 1.6. VDI may make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products and are within the granted MDR Certification.

2. OFFER AND ACCEPTANCE

- 2.1. VDI shall submit to the Customer an offer ("**Offer**") either directly or through an authorised distributor ("**VDI Distributor**"). The Offer is valid for 60 days after its receipt by the Customer, unless otherwise specified in the Offer.
- 2.2. The Offer shall contain description of the Product, packaging size, price, delivery dates, terms and costs and contact person.
- 2.3. The Offer including all Product Documentation or Purchase Documents supplied with the Offer remains VDI's intellectual property.
- 2.4. The Agreement between VDI and Customer is concluded when Customer accepts the Offer by delivering a written acceptance to VDI or when the Customer accepts the Offer provided by VDI Distributor. In the case of purchase via a VDI Distributor, the Customer acknowledges that the Offer is made on behalf of VDI and subject to these Terms and Conditions.
- 2.5. Customer may not modify or cancel the Agreement without VDI's prior written consent.

3. DELIVERY

- 3.1. Products shall be delivered to the Customer as described in the Offer.

- 3.2. Any timelines contained in the Offer are estimates only and shall not give rise to claims against VDI. In case of any delay, VDI will inform the Customer in due time.
- 3.3. VDI or VDI Distributor delivers the Product when an authorized representative of VDI completes the installation of the Product at the site designated by Customer (the “**Delivery**”).
- 3.4. In the event that the Customer prevents or otherwise unreasonably hinders the Delivery of the Product, VDI shall be entitled to compensation for any travel expenses incurred, as well as any additional costs related to the return of the Product, including but not limited to handling fees, storage charges, and administrative expenses.
- 3.5. The title of the Product shall pass to the Customer upon the Delivery or upon full payment of the Product's price in accordance with clause 8 whichever occurs later.
- 3.6. Delivery costs:
 - a) Unless otherwise agreed in writing, the initial delivery costs of the Product shall be borne by the Customer.
 - b) If the Product is damaged and returned for replacement, the return costs (packaging and shipping) shall be borne by VDI.

Customer shall follow Return Conditions and Procedure in accordance with clause 12.4

4. INTENDED USE

- 4.1. The Product is designed for Intended Use specified above and in the Product Documentation
- 4.2. When testing, using, or otherwise handling of Product, Customer shall comply with all instructions, Product Documentation and Purchase Documents available by VDI. The Product must only be used for its intended purpose as specified in the Instructions for Use. VDI does not accept any liability when the Product is used for any other purposes.

5. CUSTOMER’S RIGHTS AND OBLIGATIONS

- 5.1. The Customer shall use the Products solely for the Intended Use and in accordance with the Product Documentation and all applicable legal and regulatory requirements.
- 5.2. The Customer shall ensure that the Products are stored, handled, and used in accordance with the Product Documentation and all applicable legal and regulatory requirements.
- 5.3. The Customer shall not sell, resell, distribute, lease, or otherwise transfer the Products, or any part thereof, to any third party. The Customer may dispose of the Product solely by returning it to VDI, in accordance with clause 10.
- 5.4. The Customer shall ensure that all personnel using or operating the Products have received appropriate training in accordance with clause 14 and are properly qualified to do so in accordance with applicable professional, medical, and regulatory standards.
- 5.5. The Customer shall not alter, modify, or tamper with the Products or remove or obscure any labelling, instructions for use, serial numbers, or regulatory markings without VDI's prior written consent.

- 5.6. The Customer shall promptly notify VDI of any actual or suspected adverse event, malfunction, or defect related to the Products, and shall fully cooperate with VDI in any investigation, corrective or preventive action initiated in response in accordance with clause 7.

6. INTELLECTUAL PROPERTY

- 6.1. The Intellectual Property rights to the Product and Product Documentation ("**VDI IP**") are exclusively owned by VDI, its licensors and/or suppliers of VDI or its affiliates, and title to the Intellectual Property rights shall not pass to Customer or any other third party. The Customer has no express or implied authorization or a license from VDI to use VDI IP for any other purposes, including, without limitation, to incorporate VDI IP in its own products, to use VDI IP in development of any products, or for any other commercial purposes.
- 6.2. Unless expressly agreed otherwise in a separate agreement, VDI grants the Customer a non-exclusive, non-transferable, royalty-free, right and license to use the VDI Vision Software.
- 6.3. Customer shall not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Product or the combination of the Product with any other product.

7. ACCEPTANCE AND DEFECTS

- 7.1. Customer shall inspect the Product upon the Delivery in accordance with clause 3.3.
- 7.2. Customer and VDI shall sign a handover protocol upon the Product delivery.
- 7.3. Any defects in quality or quantity of the Product compared to the specification in the Offer or Product Documentation ("**Defective Product**") shall be recorded.
- 7.4. If the Product is deemed as Defective Product in the handover protocol, VDI shall, in its sole discretion, thirty (30) days from the moment of the Delivery:
- a) replace or repair such Defective Product with Product of the quality and quantity as stated in the Offer and Product Documentation at its own expense; or
 - b) return the price for such Defective Product or any part of to the Customer if already paid by the Customer and the Customer returned the Defective Product to VDI.
- 7.5. The Customer shall notify visible defects within 20 (twenty) working days of Delivery. The Customer shall notify hidden or invisible defects within 20 (twenty) working days after their discovery or any longer period allowed by the law.
- 7.6. VDI is not responsible for any defect caused by its improper storage or handling by the Customer.

8. PRICE AND PAYMENT

- 8.1. Customer shall purchase Product for the prices stated in the Offer, plus VAT if applicable at the time and place of delivery. If not included in the Offer, any ancillary costs such as costs for packaging, shipping, taxes or insurance expenses and customs duty must be remunerated separately by Customer, if not borne by the Customer directly. VDI shall invoice such additional costs on the Product invoice and clearly identify them separately on the invoice.

- 8.2. The Customer shall pay the invoices within thirty (30) days upon receipt to an account stipulated on the invoice. If the Customer does not raise any justified objections regarding the invoice within five (5) days from its receipt, such invoice shall be deemed accepted by the Customer.
- 8.3. All payments shall be made in the currency specified on the invoice.
- 8.4. In case of a late payment of any amount by Customer, the Customer shall pay statutory default interest on any amount corresponding to the applicable Czech National Bank repo rate increased by 8 percent.

9. WARRANTY

- 9.1. VDI warrants to Customer that the Product will perform in substantial compliance with its performance specifications, in the Product Documentation, for a period of twelve (12) months after the day of delivery as defined in clause 3.3 ("**Warranty Period**").
- 9.2. VDI shall assume responsibility for the Product under this warranty only if all of the following conditions are met:
 - a) The Customer used the Product only for the Intended Use pursuant to clause 4, and in accordance with the Product Documentation;
 - b) VDI, VDI Distributor or authorized service provider conducted all repairs and servicing of the Product; and
 - c) VDI, VDI Distributor or authorized service provider performed any addition or integration of external peripheral devices or software.
- 9.3. The warranty set forth in Section 9.1 shall not apply to any defects or malfunctions resulting from misuse, unauthorised modifications, improper installation, or failure to comply with the conditions set out in clause 9.2. The warranty set forth in Section 9.1 shall not apply if any defect is caused by improper transportation (if the Customer returns the Product in accordance with clause 12), storage or handling of the Product by the Customer.
- 9.4. Provided that the Product qualifies as a Defective Product in Warranty Period, VDI shall, in its sole discretion remedy any defects in accordance with clause 7.4.
- 9.5. The Customer shall return the Defective Product (or any part of the Defective Product) to VDI. Warranty service will normally take place at the VDI's office in Brno, during regular working hours. In case the Customer prefers warranty-covered work to be performed on-site, VDI is authorized to charge the Customer with the travel, personnel and accommodation expenses.
- 9.6. In case the Product returned for warranty service is not the Defective Product, VDI is authorized to charge the Customer with all costs and expenses incurred during inspection, repair and return of the Product to the Customer.
- 9.7. The remedies set forth in clause 7.4 shall be Customer's sole and exclusive remedy and VDI's entire liability for any breach of its warranty.

10. MAINTENANCE, SERVICING AND VIGILANCE

- 10.1. The Product requires regular servicing to ensure its continued compliance with applicable safety and performance requirements. The Customer agrees to make the Product available for maintenance at

least once every two (2) years ("**Scheduled Maintenance**"). Only VDI, VDI Distributor or authorized service provider shall carry out the Scheduled Maintenance.

- 10.2. Scheduled Maintenance must be performed on-site, at the location where the Product is installed. Remote servicing is not available due to the nature of the Product.
- 10.3. The specific conditions for performing each Scheduled Maintenance visit, including the cost, the party performing the Scheduled Maintenance visit, and any related terms, shall be agreed individually with each Customer. The Customer agrees to cooperate in good faith to facilitate timely Scheduled Maintenance, including granting necessary access to the Product.
- 10.4. Failure to allow or enable Scheduled Maintenance in accordance with this section 10 may result in limited or suspended warranty coverage and/or restrictions on the continued use of the Product, subject to applicable law.
- 10.5. The Customer undertakes to cooperate with VDI in post-market surveillance and vigilance activities in accordance with applicable legal requirements, in particular Regulation (EU) 2017/745 (MDR).
- 10.6. The Customer shall promptly inform VDI or VDI Distributor of any incident, malfunction, defect, performance failure, complaint, or other occurrence related to the Product that may affect its safety, performance, or compliance. This obligation applies regardless of whether the incident caused harm to a patient, user, or third party.
- 10.7. The Customer shall provide VDI or VDI Distributor with all reasonably available information concerning such events, including, where applicable, medical records, operating conditions, and any other relevant data to enable VDI or VDI Distributor to carry out an adequate investigation and, if necessary, implement appropriate corrective or preventive measures, including field safety corrective actions.
- 10.8. The Customer shall further assist VDI or VDI Distributor in fulfilling any reporting obligations to competent authorities and in carrying out any necessary investigations, Product recalls, or field safety corrective actions.

11. SYSTEM SOFTWARE, SOFTWARE UPDATES

- 11.1. VDI delivers the Product with the latest version of VDI Vision Software. The Customer shall allow VDI to make any updates, patches or changes to VDI Vision Software on the Product on site.
- 11.2. Updates to standard software for the Product that do not require additional hardware or equipment modifications will be performed as a part of normal service in accordance with section 10.

12. RETURN POLICY

- 12.1. Voluntary Return Following Installation: Unless otherwise expressly agreed by the Parties, neither party shall be entitled to terminate the Agreement or return any Product that does not qualify as a Defective Product. For the avoidance of doubt, this shall not exclude Buy-Back of Used Products pursuant to clause 12.2.
- 12.2. Buy-Back of Used Products: Due to the specific nature of the Product as medical device, the Customer shall not be entitled to sell, transfer or otherwise dispose of the Product to any third party without the prior written consent of VDI. However, the Customer may, at any time after the end of the Product's intended period of use, offer the Product to VDI for repurchase.

The conditions and pricing (valuation) of such repurchase shall be governed by the further provisions of this clause 12.

12.3. Valuation of Returned Used Products: The repurchase price offered by VDI for any Product returned under clause 12.2 shall be determined at VDI' sole discretion, considering:

- a) the residual accounting value of the Product, based on commonly accepted depreciation methods;
- b) the actual condition of the Product at the time of return; and
- c) any costs associated with transport, inspection, refurbishment or disposal.

12.4. Return Conditions and Procedure: All returns under this clause 12 shall be subject to the prior written approval of VDI and must be carried out strictly in accordance with VDI' return instructions, including requirements regarding packaging, transport, and designated return address. Any Product returned without such approval or in breach of VDI' instructions may be refused and returned to the Customer at the Customer's expense.

13. LIMITATION OF LIABILITY AND INDEMNIFICATION

13.1. VDI does not accept any liability when the Product is used in a way that differs from the application directions given in the Product Documentation. The Product is only authorized if this application is explicitly stated in the respective manual.

13.2. The Customer assumes all risks and liability for loss, damage or injury to persons or property arising from the storage or use of the Product in a manner that does not comply with the Product Documentation, including any infringement of third-party rights resulting from the Customer's specific use of the Product. The Customer shall also bear full responsibility in the event that it fails to allow the Supplier to perform regular maintenance or service of the Product as required.

13.3. Customer shall indemnify and hold VDI, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses:

- a) arising from or in connection with the transport, storage, sale or use of Product,
- b) resulting from Customer's breach of the Agreement, and/or
- c) arising from the negligence, recklessness or misconduct of Customer, its affiliates, or their respective agents, employees, partners or subcontractors.

13.4. Except as otherwise expressly provided herein, VDI shall not indemnify nor be liable to Customer or any person or entity for any claim, damage or loss arising out of the Product, including the transport or storage.

13.5. In addition, VDI shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Customer to a third party. The total liability of VDI hereunder shall not exceed the total purchase price of Product.

14. TRAINING

- 14.1. Following the installation of the Product, VDI or a person authorised by VDI shall provide initial training to designated employees of the Customer ("**Initial Training**").
- 14.2. The Initial Training shall cover the proper and safe use of the Product in accordance with the Product Documentation.
- 14.3. A written record of the Initial Training, including the date, participants, and scope of the training, shall be prepared and signed by both parties.
- 14.4. The Product may only be operated or handled by employees of the Customer who:
 - a) have the appropriate qualifications and professional competence as required by applicable regulations; and
 - b) have completed the Initial Training (or other training approved by VDI) on the use of the Product.
- 14.5. The Customer shall ensure that only duly trained and qualified personnel use the Product and shall bear responsibility for any misuse or improper handling by untrained personnel.

15. TERMINATION

- 15.1. In addition to any other remedies provided hereunder, VDI may immediately terminate the Agreement upon written notice in case Customer:
 - a) fails to pay any amount within 2 weeks after the receipt of VDI written request;
 - b) has not otherwise performed or complied with the Agreement in whole or in part; or
 - c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

16. CONFIDENTIAL INFORMATION

- 16.1. The Parties agree to keep confidential any non-public or proprietary information, including but not limited to, specifications, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by VDI to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Customer for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless given a prior written consent by VDI. Upon request, Customer shall promptly return or destroy any documents and other materials received from VDI.
- 16.2. Notwithstanding any other provision of this Agreement, following information shall not be confidential:
 - a) information within the public domain prior to its disclosure;
 - b) information known to the Customer at the time of disclosure; or
 - c) information rightfully obtained by Customer on a non-confidential basis from a third party.

17. FORCE MAJEURE

- 17.1. If the performance by a party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that party will not be in breach of the Agreement because of that delay in performance. However, if the delay in performance lasts more than 3 months, the other party may terminate the Agreement with immediate effect by giving written notice to the party whose performance is delayed or prevented.

18. MISCELLANEOUS

- 18.1. These Terms governs the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 18.2. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic and shall not be governed by the United Nations Convention on Contracts for International Sale of Goods (the Vienna Convention). Any legal proceedings arising out of or relating to the Agreement shall be instituted in courts located in the Czech Republic. The territorial jurisdiction of the Czech court shall be determined based on the registered office of VDI.
- 18.3. Should one or more of the provisions contained in the Agreement be held invalid, illegal or unenforceable by a court or tribunal with jurisdiction to do so, then the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affect the parties' substantive rights. In such instance, the parties will use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.
- 18.4. The relationship of the parties is that of independent contractors, and nothing herein will be construed as establishing one party or any of its employees as the agent, legal representative, joint ventures, partner or employee of the other. Neither party will hold itself out as being the agent, legal representative, joint venturer, partner or employee of the other party or as having authority to represent or act for the other party in any capacity whatsoever.
- 18.5. These Terms governs the contractual relationship of the parties in relation to the purchase of Product solely and exclusively. Any earlier agreements between the parties governing the same subject matter are hereby terminated and replaced by these Terms. Any changes to the Agreement shall be agreed upon in writing. Any general terms and conditions of the Customer are excluded.
- 18.6. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing, including e-mail or other form of electronic communication.
- 18.7. Notwithstanding the termination of the Agreement, the following provisions: Sections 6, 9, 13, 16 shall remain in force.
- 18.8. The processing of personal data by VDI is governed by its Privacy Policy.