

WSA SALES TERMS AND CONDITIONS

Version 1.0 (EMEA) – 01.01.2022

1. CONTRACT TERMS

These terms and conditions (“**Terms**”), whether provided pursuant to a letter of appointment (“**Appointment Letter**”) or order confirmation or invoice (“**Order Documentation**”), apply to the sale of all hearing instruments, accessories, and other products (collectively “**Products**”) and the supply of all services (“**Services**”) by the WSA entity as defined in the Appointment Letter / Order Documentation to which these Terms are appended, as applicable, (“**WSA**”) to a customer (“**Customer**”), unless a separate written agreement has been signed by the parties. Any order is subject to acceptance by WSA pursuant to these Terms (as updated from time to time). The pre-printed terms or general terms and conditions on any purchase order, order documentation form, contractual document or other similar correspondence originating from Customer are hereby excluded. By ordering, accepting delivery or otherwise proceeding with any transaction with WSA, Customer agrees to these Terms.

2. PAYMENTS

- a. Under these Terms, Customer shall purchase the Products and/or Services from WSA for resale on Customer’s own account, in its own name and at its own risk. Customer shall ensure that the Products may be identified as products of WSA. Customer shall set its own (re)sale prices and terms and conditions governing the (re)sale of Products and Services to its own customers.
- b. Unless otherwise agreed in writing, orders placed by Customer will be priced in accordance with the prevailing price list in effect at the date of the order confirmation issued by WSA. WSA may, at its sole discretion, change the prices set forth in its price list and add and remove Products and Services from the price list at any time.
- c. All prices are exclusive of any applicable value added tax, sales tax, or other similar taxes (“**VAT or Similar Taxes**”). All payments shall be made without any deduction or withholding of taxes by the Customer. Where tax is required to be withheld in accordance with applicable laws, the sum payable by Customer shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, WSA receives a net sum equal to the sum which would have received had no such deduction or withholding been made or required to be made.
- d. Customer will make full payment in the currency specified in WSA’s invoice without set-off and in immediately available funds in advance (where no credit has been granted) but under no circumstances later than thirty (30) days from the date of the invoice (where credit has been approved according to WSA’s internal credit process), unless otherwise agreed to in writing by WSA.
- e. If Customer’s account is past due, WSA reserves the right to apply any pre-payment made on any other order to any outstanding amounts owed. Interest at the rate of 1.5% per month (or the maximum permitted at law, whichever is lower) shall accrue from the due date until actual payment of any overdue amount, whether before or after judgment.

- f. Unless otherwise agreed to in writing by WSA, all payments by Customer shall be paid by electronic bank transfer. WSA will not accept payments from Customer in cash or bearer instruments, or from an account in a country other than (i) the country of incorporation of Customer, or (ii) the country in which Customer has its principal or substantial place of business. Customer warrants and represents that no payments will be made, directly or indirectly, through any trust, intermediate entity or other third party.

3. DELIVERY

- a. Delivery schedules are approximate only and are based on conditions at the time of acceptance of orders by WSA. WSA shall make reasonable efforts to meet any quoted or acknowledged delivery date(s) but shall not be liable for any failure to meet such date(s). Partial shipments may be made without prior notice.
- b. Unless otherwise agreed in writing by WSA, all Products are supplied EXW (Incoterms 2020). All freight charges and other transportation, packing and insurance costs, license fees, customs duties, and other similar charges shall be Customer’s sole responsibility, unless otherwise agreed separately in writing by WSA. Risk and title in Products shall pass in accordance with the agreed Incoterm.

4. WARRANTY

- a. The Products are sold under WSA warranty in accordance with the Appointment Letter or Order Documentation, applicable local legal requirements and the prevailing WSA guidelines. The warranty period shall commence from the date of shipment to Customer (subject to a grace period of 90 days).
- b. WSA makes no warranty for any Products manufactured by any third-party other than WSA or its Affiliates, and Customer’s sole warranty for such Products, if any, is the original warranty which WSA agrees to pass on to Customer to the extent legally permissible and permitted by the original manufacturer.
- c. Any warranty provided by WSA under these Terms is non-assignable and non-transferrable.
- d. No warranty shall apply to any Products which: (a) have been damaged by fire, accident, misuse, negligence, improper application or alteration hereof or by any person’s failure to operate the Products in accordance with WSA’s instructions or to maintain the recommended operating environment; (b) are defective due to unauthorized attempts to repair, maintain, service, add to or modify the Products or due to the attachment and/or use of non-WSA supplied parts, equipment or software without WSA’s prior written approval; (c) have failed due to causes from within non-WSA supplied equipment, parts or software; or (d) have experienced battery degradation as a result of ordinary charge/discharge cycles.
- e. WSA’s obligation under this warranty is limited to the repair or replacement, at WSA’s option, of defective Products or parts. Repair or replacement may be with products or parts that are new, used or refurbished. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty. Customer

shall pay WSA its normal charges for service and parts for any inspection, repair or replacement that falls outside the warranty set forth herein.

- f. This warranty is made on the condition that immediate written notice of any non-compliance be given to WSA and WSA's inspection reveals that Customer's claim is covered under the terms of the warranty. Customer shall provide WSA with full and free access to the Products as is reasonably necessary for WSA to provide warranty service.
- g. Customer undertakes to fully inform each of its own customers and end users as to the terms of WSA's warranty to the Customer, together with such other information as may be required by applicable law. Customer shall be responsible for its warranties or other assurances given to its own customers or end users. Customer shall indemnify WSA and its Affiliates against any loss or damage suffered or any costs incurred or to be incurred by WSA or its Affiliates if Customer's own customers or end users make any claims against WSA or its Affiliates.
- h. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, WSA MAKES NO WARRANTY OTHER THAN TO THE CUSTOMER WITH WHOM IT HAS A CONTRACTUAL RELATIONSHIP AND AS SET FORTH IN THIS SECTION 4 AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND AS SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND SERVICES AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THESE TERMS OR ANY AGREEMENT INCORPORATING THESE TERMS.
- i. WSA shall have the right at any time to change the manufacture and/or design of Products or Services without notice if, in the judgment of WSA, such change does not substantially alter the general stated function of the Products or Services.

5. LIABILITY

- a. WSA's sole liability in connection with the Products and Services supplied by WSA shall be as provided in Section 4. To the extent that limitation of liability is permitted by law, WSA's total liability to Customer, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited per incident to the value of the Products or Services giving rise to the claim and in aggregate be limited to the value of the Products or Services sold to and paid for in full by Customer in the previous 12 months.
- b. Under no circumstances whatsoever shall WSA be liable to Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, loss of anticipated saving, loss or corruption of data or information, procurement of substitute goods and/or services, or any special, indirect or consequential damage suffered by Customer that arises under or in connection with these Terms.
- c. The limitations set forth in Sections 5.a and 5.b will not apply to liability for death or personal injury caused by negligence, liability for fraud or any other liability which cannot be excluded under applicable law.

6. CONFIDENTIALITY

- a. Each party shall use all reasonable care to protect the confidentiality of the information disclosed by the other party, but in any event no less than the degree of care it would use to protect its own confidential information and shall only disclose the other party's confidential information to its employees and agents having a need to know the information disclosed or as may be required by applicable law.
- b. Notwithstanding the foregoing, WSA may upon written request from any government or government agency, disclose the existence and details of these Terms, including Customer's identity and details of Products and Services supplied.

7. INTELLECTUAL PROPERTY

- a. Any software is licensed, not sold, to Customer. WSA and its licensors reserve and retain all rights not expressly granted to Customer. No right, title or interest to any trademark, service mark, logo, or trade name of WSA or its licensors is granted to Customer.
- b. Customer shall have a non-exclusive and non-transferable license to use such software solely in conjunction with the Products and Services delivered hereunder and only for the purpose(s) stated in the Product or Service description and in accordance with the Product or Service user guides made available by WSA. Customer shall not modify, reproduce, or copy any such software, or any portions thereof, without WSA's prior written consent, except that the Customer may make one copy for backup purposes. Except to the extent that the parties may otherwise agree in writing, the Customer's license to use such software shall terminate upon: (a) discontinuance of use of the hardware delivered hereunder in which such software is initially installed; (b) discontinuance of payment of the applicable periodic license and maintenance fees, if any; or (c) breach of any of the above-stated license terms, whichever occurs first. All copies of the software with respect to which the license is terminated shall be returned to WSA promptly after such termination.
- c. Subject to revocation by WSA at any time, Customer may use trademarks registered on behalf of WSA or its Affiliates (collectively, the "WSA Designations") solely for advertising and distribution purposes according to the specifications and guidelines provided by WSA to Customer from time to time. For the avoidance of doubt, Customer shall not use any of the WSA Designations for any other purposes without the prior written consent of WSA. Customer shall cease to use any respective WSA Designations as of the termination of these Terms or any other termination of use rights with respect to any WSA Designations granted in connection with these Terms. The provisions of this Section 7.c do not apply to the extent the use of WSA Designations by Customer is permitted by mandatory law.

8. TERMINATION AND FORCE MAJEURE

- a. Either party may terminate these Terms or its applicability with respect to one or more individual Products or Services without cause by giving the other party not less than three (3) months' prior written notice.
- b. Either party may terminate these Terms with immediate effect by written notice upon the occurrence of one of the following events:
 - i. the other party commits a material breach of any term of these Terms and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a

period of thirty (30) days after being notified in writing to do so, or

- ii. the other party voluntarily files a petition in bankruptcy or a petition in bankruptcy is involuntarily filed against the other Party, which petition is not discharged within thirty (30) days after filing.
- c. Unless agreed otherwise in writing, WSA may terminate these Terms with immediate effect by written notice upon the occurrence of one of the following events:
 - i. Customer fails to pay any undisputed amount due under these Terms on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;
 - ii. Customer breaches its obligations under Sections 6 or 7;
 - iii. Customer commits a breach of any of the circumstances described in Section 9;
 - iv. Customer acquires, directly or indirectly, an interest in a company competing with WSA or otherwise enters contracts with such company giving Customer a dominant influence over such company; or
 - v. a company competing with WSA acquires, directly or indirectly, an interest in Customer.
- d. WSA shall have no liability to the Customer or any third party for any failure or delay in performance of any obligation under these Terms directly or indirectly caused by or resulting from force majeure. Force majeure shall include but not be limited to any governmental act or regulation, judicial act or order, outbreak of hostilities (whether or not war is declared), acts of terrorism, insurrection, riot, civil disturbance, epidemic, climatic conditions, fire, flood, explosion, accident, theft, shortage of materials, energy shortage, delay or failure of carriers, subcontractors or suppliers, strike or other labour difficulty, lockout or trade dispute (whether involving employees or other parties) and/or any other events or circumstances (whether or not of the same or similar kind to those enumerated) beyond the reasonable control and without the fault or negligence of WSA.
- e. WSA shall give the Customer written notice of the cause of the force majeure thereof and shall exercise reasonable diligence to resume performance under this Agreement. WSA may equitably allocate production and delivery of affected Products among its various customers including Customer. If any performance is suspended or delayed on account of force majeure, the period for performance shall be correspondingly extended; provided, however, that if the performance is suspended or delayed by more than three months, then WSA may at any time after such three-months' period and while the performance remains suspended or delayed, terminate this Agreement by written notice to the Customer with immediate effect upon its receipt.

9. COMPLIANCE WITH LAWS

- a. Customer represents and warrants that it and any party acting on its behalf (including but not limited to its employees, affiliates, agents, and business partners) shall strictly comply with all applicable laws and regulations, including without limitation any laws and regulations relating to taxation, sanctions, anti-corruption, anti-bribery, antitrust, anti-money laundering or any other criminal laws, rules, or regulations. Customer shall forthwith, and in any event within ten (10) calendar days, notify WSA in writing upon becoming aware that any of the foregoing representations and warranties are no longer true and correct, or

upon being requested directly or indirectly by a third party or any WSA officer or employee to violate any law or regulation in connection with these Terms.

- b. Customer further represents and warrants that:
 - i. neither it nor its affiliates, subsidiaries, directors, managers, officers, employees, agents, or representatives is a person or entity, or is owned or controlled by a person or entity, that is (a) a Specially Designated National or Blocked Person or which otherwise appears on any list maintained by the US Department of the Treasury's Office of Foreign Assets Control (including, without limitation, the List of Specially Designated Nationals and Blocked Persons or any successor list(s)), by the US Commerce Department, or by the US Department of State; or (b) identified on the European Union's Consolidated List of Sanctions, the UK HM Treasury's Consolidated List of Financial Sanctions Targets, the UK Export Control Organisation's Iran List; or (c) identified on Singapore's Lists of Designated Individuals and Entities; or (d) otherwise designated as subject to financial sanctions or prohibited or restricted from receiving US, EU, Singapore, or UK services or any other equivalent local provisions;
 - ii. it shall exercise the rights granted to it under these Terms in accordance with such terms and any and all restrictions and guidelines imposed by WSA;
 - iii. it will comply and will ensure that its affiliates, subsidiaries, directors, managers, officers, employees, agents, and representatives comply with all applicable laws, including US, EU, Singapore and UK sanctions laws and regulations, in performing hereunder. Customer agrees to notify WSA immediately in writing of any change in ownership or control that might violate or otherwise impact the representations made in this Section;
 - iv. it understands that any products, software, or technology, including technical data, it receives from WSA may be subject to export controls. Customer covenants and agrees to comply with applicable export controls;
 - v. Customer agrees to comply with the US Foreign Corrupt Practices Act ("**FCPA**"), the UK Bribery Act, and the laws of the country in which any transactions are made, or services are provided under these Terms. In connection with the performance of these Terms, Customer shall not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money or offer, promise to give, or authorize the giving of anything of value to any public official ("**Official**") or any other person or entity while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any such Official or any such person for the purpose of (a) influencing any action or decision of such Official or any such person including, without limitation, a decision to fail to perform his or its official functions; (b) inducing such Official to use his or her influence with any Government to affect or influence any act or decision of such Government; or (c) securing an improper advantage, in each case in order to assist in obtaining or retaining business for or with, or directing business to, any person, including obtaining preferential regulatory approvals.
- c. Customer commits itself to implement all necessary measures to prevent corruption. Customer ensures by organizational measures and the trainings of its personnel and its contractors that Customer and its employees as well as any contractors of Customer, in their business relationship with WSA as well as with third parties and in particular customers, will not engage in

corrupt conduct prohibited by applicable laws, in particular of the country of the Customer's residence.

- d. Customer agrees to keep, and make available in case of review referenced below, books and records that accurately describe in detail all Products and Services received, and payments made, by Customer, as well as evidence of fulfilment of its obligations under this Section 9 (including but not limited to having carried out compliance trainings commensurate with Customer's business).

WSA or a third party retained by WSA shall be entitled to access and review information in Customer's possession in relation to all Products and Services received by Customer under these Terms if (i) WSA has obtained information which WSA determines to indicate that Customer may have breached any provision of this Section 9, or (ii) the results of WSA's internal assessments indicate a potential corruption risk. Customer agrees to fully cooperate in and assist with any such access and review.

10. REGULATORY

- a. Customer hereby warrants and represents that (i) Customer is not excluded or suspended from any public health care purchasing or reimbursement programs, and that (ii) all laws, rules, regulations, or any other provision issued by the competent authority in the territory(-ies) in which WSA has agreed that Customer shall sell Products ("**Territory**"), including for importing and sale of medical devices, have been and shall at all times be duly complied with by Customer.
- b. Without prejudice to the generality of Section 10.a above, Customer warrants and represents that:
- Where Customer is incorporated in or doing business in any European Union member state, Customer shall comply with the European Union Regulation 2017/745 on medical device regulations as may be amended, supplemented or replaced from time to time (the "**MDR**") and the duties imposed upon Customer thereunder;
 - Customer shall install and maintain a complaint register, ensuring monitoring to competent authority and to WSA;
 - Customer shall regularly check labelling of all Products which are deemed medical devices for conformity with applicable regulations and the conformity assessment; and
 - Customer shall not remove, change, or obscure any labelling on any Product.

Customer shall maintain control of records by ensuring the efficient storing of documentation for traceability, together with invoices; the sold Products to the end-users; customer complaints or adverse market surveillance information; records and documentation of recalls; samples and sales literature; product registrations in the Territory with applicable government agencies or health authorities; and any registration, approval or filing of these Terms.

- c. The records referenced in Section 0 shall be maintained for a period of ten (10) years after the Product went out of production and the last unit was sold by Customer (whichever is later) and shall include the date of sale, serial number, name and address of the buyer and – if relevant - shipping package consignee with Product reference and lot numbers.
- d. Customer must be able to fully trace any Product within two (2) working days to the end-user.

- e. Customer shall forward all Product complaints to WSA as soon as these are identified. Such obligation includes any oral, electronic, or written complaints of any deficiencies related to labeling, quality, durability, reliability, safety, effectiveness, or performance of any Product.
- f. Customer shall inform WSA immediately of any oral, electronic, or written complaints or reports, either from competent authorities or from end-users or others, on Incidents or Near Incidents involving the Products so that WSA may be able to react appropriately, including notifying national health authorities.
- g. Customer acknowledges that WSA may issue a recall or a Field Safety Corrective Action if a recall of a Product is needed or if Advisory Notice is needed. Customer shall comply with all instructions set out in any Field Safety Notice or Advisory Notice. Customer shall bear its own costs in case of any product recall.
- h. For the purposes of this Section 10:

"**Advisory Notice**" shall mean notices of Products that need to be corrected to be safe and perform as intended, as well as nonconforming Products that cannot be corrected and must be removed from the market.

"**Field Safety Corrective Action**" shall mean any action taken by WSA to reduce a risk of death or serious deterioration in the state of health associated with the use of a Product that is already placed on the market. Such actions may be notified via a Field Safety Notice.

"**Field Safety Notice**" shall mean a communication to customers and/or users sent out by WSA or its representative in relation to a Field Safety Corrective Action.

"**Incident or Near Incident**" shall mean any malfunction or deterioration in the characteristics and/or performance of a Product, as well as any inadequacy in the labeling or the instructions for use which, directly or indirectly, might lead to or might have led to the death of a patient, or user or of other persons or to a serious deterioration in their state of health.

- i. To the extent that Customer outsources any services (including but not limited to installation and/or servicing) to third parties, Customer shall procure that such third party complies with the obligations of this Section 10. Customer shall notify WSA of any such outsourcing activities prior to commencement of the same and shall be subject to WSA's prior written consent.
- j. For market approval and introduction, Customer is responsible for local Product approval, registration and / or licensing unless otherwise agreed with WSA. WSA supports Customer in the approval process where Customer is responsible to market the Product. Customer shall only start selling the Product to customers in case that all legal, regulatory, licensing, and technical requirements, all requirements of WSA and all applicable local requirements have been met.
- k. Upon WSA's request, Customer shall cooperate with and assist WSA in obtaining all data required by the applicable regulatory authorities and obtaining approvals for the commercialization of the Products in the Territory, including any certificates or equivalent approvals or permissions. Customer shall promptly provide WSA with copies of all such approvals and permissions.
- l. In case any registrations of Products, approvals or permissions are made in Customer's name, Customer shall immediately assign and transfer any such registrations, approvals and permissions relating to WSA or the Products in the Territory to WSA or its nominee at no cost to WSA upon termination of these Terms or upon WSA's written request. Customer shall not import or sell

any Products in the Territory without the required registrations, approvals, or permissions.

Customer is therefore responsible for the compliance with applicable local country-specific legal and regulatory requirements. Customer shall inform WSA Corporate Quality Management / Registration Team regarding applicable country-specific regulatory requirements and any changes without undue delay. This ensures, that WSA achieves and maintains the market access for their products.

- m. WSA or its affiliates has the property right to all registrations of Products with authorities and approvals, permissions etc. from authorities. Customer is not authorised to act on WSA's behalf in correspondence with any authorities unless a written, duly signed power of attorney is provided by WSA to the Customer for this specific purpose.
- n. WSA technical documentation (user guide, safety manual and data sheet) provides Customer with the master user documentation. Customer shall keep the content of this master user documentation in the local user documentation. Customer is responsible for integrating additional country specific regulations in the local user documentation. Customer is responsible for handing over the technical documentation together with the Product to its customer.

11. MISCELLANEOUS

- a. These Terms set out the entire agreement between the parties with respect to the subject matter dealt with hereunder, and supersede all prior agreements, understandings, representations, undertakings, or negotiations, whether written or oral, between the parties with respect to such subject matter. WSA may update these terms from time to time. Customer agrees to comply with the version of these Terms currently in force and available upon request. The parties may agree in writing to vary these Terms. For the avoidance of doubt any such written variation to these Terms shall prevail in the event of any conflict between such written variation and these Terms (as updated from time to time).
- b. Nothing in these Terms shall be deemed to create a relationship of employer and employee, partnership, joint venture, or principal and agent between the Customer and WSA. The Customer shall not be entitled to any commission, nor shall the Customer be entitled to make any representations or warranties on behalf of WSA or act in any way which may cause WSA to incur any liabilities or undertake any obligations without the prior written consent of WSA.
- c. Customer may not assign any rights or obligations under these Terms without WSA's prior written consent, and any attempt to do so shall be void.
- d. In the event any provision of these Terms is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof will be unaffected and remain in full force and effect.
- e. Other than WSA's Affiliates, a person who is not a party to these Terms shall have no right to enforce or enjoy any of these Terms.
- f. For the purposes of these Terms, "Affiliate" shall mean, as to any entity, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity.
- g. No failure and/or delay in exercising, on the part of any party, any right under these Terms will operate as a waiver thereof, nor will

any single or partial exercise of any right preclude the further exercise of any other right.

- h. These Terms may be translated into other languages to comply with applicable laws and/or set out in bilingual format. Notwithstanding any such translation, the parties agree that the English language version of these terms will prevail in the event of any conflict between the English language version of these Terms and any translation.

12. GOVERNING LAW AND ARBITRATION

- a. These Terms are governed by and shall be construed and interpreted in accordance with the laws of the jurisdiction in which the WSA entity is incorporated. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
- b. WSA and the Customer will use their reasonable efforts to negotiate in good faith and settle any dispute that may arise out of or relate to these Terms. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of WSA and the Customer, the dispute shall be referred to the management of each of them who will meet in good faith to try and resolve the dispute.
- c. In the event any such dispute is unresolved after thirty (30) days of the notice by either party to commence such negotiations referred to above, such disputes shall be resolved as follows: The dispute (including the existence, validity, or termination of these Terms) shall be referred to and finally resolved by the courts of the jurisdiction in which the WSA entity entering into these Terms is incorporated. The Customer hereby irrevocably waives any claim or objection which it may now or hereafter have to the venue of any proceeding arising out of or relating to these Terms.