

FINSEN GROUP

STANDARD TERMS AND CONDITIONS – SALE OF EQUIPMENT

These terms and conditions apply to the supply of Equipment by Finsen to Customer.

1 INTERPRETATION

The following definitions and rules of interpretation apply in these conditions.

Contract: Customer's order and Finsen's acceptance of it in accordance with condition 3.

Customer: the person, firm or company who purchases Equipment from Finsen.

Equipment: the equipment agreed in the Contract to be purchased by Customer from Finsen (including any part or parts of it).

Finsen: Finsen Technologies Limited, a private limited company registered in England and Wales (Company number 08260223) with its registered office address at First Floor Thavies Inn House 3-4, Holborn Circus, London, EC1N 2HA, United Kingdom, and (where applicable) Finsen Technologies, Inc. incorporated in the State of Florida with registered number P17000036784 and a principal place of business at 9130 South Dadeland Blvd. Suite 1900, Miami, Florida 33156.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, rights in designs, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

VAT: value added tax chargeable under applicable law for the time being and any similar additional tax in any jurisdiction.

Condition headings do not affect the interpretation of these conditions. A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 APPLICATION OF CONDITIONS

These conditions shall apply to and be incorporated in the Contract, and prevail over any inconsistent terms or conditions contained in or referred to in Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Finsen unless in writing and signed by a duly authorised representative of Finsen. In particular no representations, warranties or undertakings are made concerning the Equipment unless contained in the Contract or confirmed in writing by an authorised officer of Finsen. Any advice or recommendation is followed or acted on entirely at Customer's own risk unless confirmed in writing by an authorised officer of Finsen. Nothing in these conditions limits Finsen's liability for fraudulent misrepresentation.

3 BASIS OF SALE

Any Finsen quotation is valid for a period of 30 days only, and Finsen may withdraw it at any time by notice to Customer. Each order or acceptance of a quotation for Equipment by Customer shall be deemed to be an offer by Customer subject to these conditions. Customer shall ensure that its order is complete and accurate. A binding contract shall not come into existence unless and until Finsen issues a written order acknowledgement to Customer, or Finsen delivers the Equipment to Customer (whichever occurs earlier). The quantity and description of the Equipment shall be as set out in Finsen's acknowledgement of order or (if there is no acknowledgment of order) quotation. No order which has been acknowledged by Finsen may be cancelled by Customer, except with the written agreement of Finsen and provided that Customer indemnifies Finsen in full against all loss, costs, damages, charges and expenses incurred by Finsen as a result of cancellation.

4 PRICES

All Finsen prices are EXW (Incoterms 2010) Finsen's UK premises, or (as applicable) any other facility that Finsen may (acting reasonably) direct unless otherwise agreed.

The price of the Equipment shall be as stated in Finsen's acknowledgement of order, failing which shall be Finsen's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Finsen's price list current at the date of acceptance of the order. All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

5 PAYMENT

Subject to any special terms agreed in writing between Customer and Finsen, the purchase price shall be payable as follows: (a) 75% by way of a down payment upon Finsen's acceptance of the purchase; and (b) the balance (plus any additional amount due for extended warranty cover) to be received by Finsen before shipping and dispatch. Finsen may invoice Customer accordingly. Finsen shall be entitled to invoice Customer for the balance of the price at any time after Finsen has notified Customer that the Equipment is ready for collection. Time for payment of the price shall be of the essence of the Contract.

If Customer fails to make payment in full on the due date, the whole of the price of the Equipment then outstanding shall become immediately due and payable and, without prejudice to any other right or remedy available to Finsen, Finsen may: (a) terminate the Contract or suspend any further deliveries of Equipment (whether ordered under the same contract or not) to Customer; (b) appropriate any payment made by Customer to such of the Equipment (or the Equipment supplied under any other contract between Customer and Finsen) as it thinks fit (despite any purported appropriation by Customer); (c) charge interest on the amount outstanding from the due date to the date of receipt by Finsen (whether or not after judgment), at the annual rate of 10%, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; (d) suspend all further manufacture, delivery, installation or warranty service until payment has been made in full; (e) make a storage charge for any undelivered Equipment at its current rates from time to time; (f) stop any Equipment in transit; and (g) exercise a general lien on all Equipment and property belonging to Customer, exercisable in respect of all sums lawfully due from Customer to Finsen. Finsen shall be entitled, on the expiry of 14 days' notice in writing, to dispose of such Equipment or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding. All sums payable to Finsen under the Contract shall become due immediately on its termination, despite any other provision of the Contract and without prejudice to any right to claim for interest under the law, or any right under the Contract. Finsen may, without prejudice to any other rights it may have, set off any liability of Customer to Finsen against any liability of Finsen to Customer.

6 DELIVERY OF EQUIPMENT AND ACCEPTANCE

Unless otherwise agreed in writing by Finsen, delivery is EXW (Incoterms 2010) at Finsen's UK premises, or (as applicable) any other facility that Finsen may (acting reasonably) direct. Customer shall in its order notify Finsen if it wishes to collect the Equipment from Finsen's premises or if it wishes it delivered by Finsen to another address in the UK. If requested Finsen will assist with delivery of the Equipment to another address in the UK subject to Customer covering the cost of such delivery.

Finsen shall use its reasonable endeavours to deliver the Equipment by the date or dates specified in Finsen's acknowledgement of order, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Equipment and Finsen is not liable for any delay in delivery, however caused. The Equipment may be delivered by Finsen in advance of the quoted delivery date on giving reasonable notice to Customer.

Delivery shall be made during normal UK business hours (excluding bank or public holidays). Finsen may levy additional charges for any deliveries made outside such hours at Customer's request or if Finsen is prevented from carrying out delivery due to Customer's default.

Customer shall be deemed to have accepted the Equipment when Customer has had 7 days to inspect it after delivery and has not exercised in writing its right of rejection by delivering written notice to Finsen of a defect (but without prejudice to Customer's ongoing warranty rights under condition 10).

Should Customer exercise its right of rejection, any remedy under this condition 6 shall be limited, at the option of Finsen, to at Finsen's option: (i) repair of the Equipment (including the replacement of parts); (ii) replacement of the Equipment as a whole; or (iii) refund of the purchase price against return of shipped Equipment.

7 RISK AND PROPERTY

The Equipment shall be at the risk of Finsen until delivery to Customer EXW (Incoterms 2010) , unless Finsen has agreed to deliver the Equipment to Customer's location in which event the Equipment shall be at the risk of Finsen until delivery to Customer at such location. Customer shall be responsible for any damage or loss in transit after delivery.

Ownership of the Equipment shall pass to Customer on the later of completion of delivery (including off-loading), or when Finsen has received in full in cleared funds all sums due to it in respect of (a) the Equipment; and (b) all other sums which are or which become due to Finsen from Customer on any account.

Until ownership of the Equipment has passed to Customer, Customer shall: (a) hold the Equipment on a fiduciary basis as Finsen's bailee; (b) store the Equipment (at no cost to Finsen) in satisfactory conditions and separately from all Customer's other equipment or that of a third party, so that it remains readily identifiable as Finsen's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Equipment; and (d) keep the Equipment insured on Finsen's behalf for its full price against all risks to the reasonable satisfaction of Finsen, and hold the proceeds of such insurance on trust for Finsen and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

Customer's right to possession of the Equipment before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 15 (Termination) arise or if Customer encumbers or in any way charges the Equipment, or if Customer fails to make any payment to Finsen on the due date.

Customer grants Finsen, its agents and employees an irrevocable licence at any time to enter any premises where the Equipment is or may be stored in order to inspect it, or where Customer's right to possession has terminated, to remove it. All costs incurred by Finsen in repossessing the Equipment shall be borne by Customer.

On termination of the Contract for any reason, Finsen's (but not Customer's) rights in this condition 7 shall remain in effect. Finsen may appropriate payments by Customer to such Equipment as it thinks fit, notwithstanding any purported appropriation by Customer to the contrary, and may make such appropriation at any time.

8 INSPECTION AND TESTING OF EQUIPMENT

Finsen shall: (a) prior to delivery test and inspect the Equipment to ensure that it complies with the requirements of the Contract; and (b) if so requested by Customer, give Customer reasonable advance notice of such tests (which Customer shall be entitled to attend).

Customer shall test and inspect the Equipment within 7 days after delivery to ensure that it complies with the requirements of the Contract.

9 EXPORT TERMS

Where the Equipment is supplied for export from the United Kingdom, the provisions of this

condition 9 shall (subject to any contrary terms agreed in writing between Customer and Finsen) override any other provision of these conditions. Customer shall be responsible for complying with any legislation governing (a) the importation of the Equipment into the country of destination; and (b) the export and re-export of the Equipment, and shall be responsible for the payment of any duties on it. Customer shall be responsible for arranging for the testing and inspection of the Equipment at Finsen's premises before shipment.

10 **WARRANTY**

The Equipment is supplied with a standard 12 month warranty that it is free from defects of workmanship and materials on delivery ("**Warranty**"). Finsen undertakes (subject to the remainder of this condition 10), at its option, to repair or replace Equipment (other than consumable items) which within twelve months of delivery is found to be defective as a result of faulty materials or workmanship.

The Warranty does not cover: (a) products that are not Finsen branded, even if supplied or sold with the Equipment; or (b) any fault, defect or damage caused by normal wear and tear, improper care, misuse, accident, neglect, contamination with other materials, Force Majeure Event under condition 16, the natural breakdown of materials over time, or the replacement of parts in the normal course. Customer is responsible for appropriate insurance covering the risk of accidental damage.

If the Equipment has a defect covered under the Warranty (as determined by Finsen acting reasonably) Finsen's liability to Customer shall be limited to, at Finsen's option: (i) repair of the Equipment (including the replacement of parts); (ii) replacement of the Equipment as a whole; or (iii) refund of the purchase price against return of shipped Equipment. Finsen will bear its own costs of undertaking repairs including its technical support representative's time, travel and accommodation incurred, and the cost of replacement parts.

Warranty claims must be notified within the applicable Warranty period to be valid. Warranty claims must be notified to Finsen in writing promptly after coming to the attention of Customer. The Equipment must not be used after a fault arises. If the Equipment is used after receiving notification of a fault then the remaining period of Warranty coverage will become null and void.

In submitting a Warranty claim, Customer must provide reasonable details including identifying the relevant Equipment, (specifying the applicable SKU and Model Number, Serial Number), Date of Purchase, Warranty Number, Warranty initiation date, location, providing a brief description of the apparent defect, and providing Customer address/contact name/title/office phone/email.

Customer must provide all reasonable cooperation and assistance to Finsen to enable it to discharge its Warranty obligations hereunder, including (where applicable) assisting with Equipment inspections and in arranging for return shipment of the recalled Equipment to Finsen.

11 **REMEDIES**

If Finsen's performance of its obligations under the Contract is prevented or delayed by any act or omission of Customer (other than by reason of a Force Majeure Event under condition 16), Customer shall be liable to pay to Finsen all reasonable costs, charges or losses sustained by it as a result, subject to Finsen notifying Customer in writing of any such claim it might have against Customer in this respect.

In the event of any claim by Customer under Finsen Warranty, Customer shall notify Finsen in writing of the alleged defect. Finsen shall have the option of testing or inspecting the Equipment at its current location or moving it to Finsen's premises (or those of its agent or sub-contractor) at the cost of Finsen. If Customer's claim is subsequently found by Finsen to be outside the scope or duration of Finsen Warranty, the costs of transportation of the Equipment, investigation and repair shall be borne by Customer.

12 **LIMITATION OF LIABILITY**

Customer expressly acknowledges that the Equipment utilises UVGI technologies to assist with decontamination management and that in any environment there will be many contributing sources

and causes of contamination, which will be complex and multifactorial. Furthermore, the efficacy and optimal performance of the Equipment will depend on a number of operator, operational and environmental circumstances beyond Finsen's control. ACCORDINGLY, FINSEN CANNOT AND DOES NOT WARRANT COMPLETE DECONTAMINATION OR THE TOTAL ERADICATION OF PATHOGENS WITHIN ANY ENVIRONMENT, OR FROM OBJECT OR DEVICE, AND DOES NOT MAKE ANY DISEASE PREVENTION OR OTHER RELATED CLAIMS OR REPRESENTATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW FINSEN EXPRESSLY EXCLUDES AND DISCLAIMS ANY SUCH WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. BY PURCHASING AND/OR USING THE EQUIPMENT CUSTOMER ACCEPTS THIS DISCLAIMER IN FULL.

Customer further acknowledges that certain materials, such as polymers, paints, dyes and inks, may be susceptible to photodegradation resulting from exposure to UV light. CUSTOMER IS SOLELY RESPONSIBLE FOR ASSESSING THE ENVIRONMENT WITHIN WHICH THE EQUIPMENT IS TO BE USED AND DETERMINING IF AND WHAT MATERIALS MAY BE VULNERABLE TO PHOTODEGRADATION, AND MAKING THE NECESSARY ARRANGEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW FINSEN EXPRESSLY EXCLUDES AND DISCLAIMS LIABILITY IN THIS REGARD.

Save as expressly provided herein, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law. Nothing in these conditions excludes or limits the liability of Finsen for (a) death or personal injury caused by Finsen's negligence; or (b) fraud or fraudulent misrepresentation.

The following provision set out the entire financial liability of Finsen (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Customer in respect of (a) any breach of the Contract; and (b) any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

Subject to the preceding paragraph of this condition 12: (a) Finsen shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits; or loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) Finsen's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Equipment under condition 4.

13 INTELLECTUAL PROPERTY RIGHTS

If Finsen manufactures the Equipment, or applies any process to it, in accordance with a specification submitted or prepared by Customer or any other information provided by Customer, Customer shall indemnify and hold harmless Finsen against all losses, damages, costs, claims, demands, liabilities and expenses awarded against or incurred by Finsen in connection with, or paid or agreed to be paid by Finsen in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from Finsen's use of Customer 's specification or such other information. The indemnity shall apply whether or not Customer has been negligent or at fault and does not limit any further compensation rights of Finsen.

Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain the sole property of Finsen or (as the case may be) third party rights, owner. Finsen shall retain the property and copyright in all documents supplied to Customer in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of Finsen. Finsen's Intellectual Property Rights in and relating to the Equipment shall remain the exclusive property of Finsen, and Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

14 CONFIDENTIALITY AND FINSEN'S PROPERTY

Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Customer by Finsen or its agents, and any other confidential information concerning Finsen's business or its products which Customer may obtain. Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging Customer's obligations to Finsen, and subject to obligations of confidentiality corresponding to those which bind Customer. All materials, equipment and tools, drawings, specifications and data supplied by Finsen to Customer shall at all times be and remain the exclusive property of Finsen, but shall be held by Customer in safe custody at its own risk and maintained and kept in good condition by Customer until returned to Finsen, and shall not be disposed of or used other than in accordance with Finsen's written instructions or authorisation. This condition 14 shall survive termination of the Contract, however arising.

15 TERMINATION

Without prejudice to any other right or remedy available to Finsen, Finsen may terminate the Contract or suspend any further deliveries under the Contract without liability to Customer and, if the Equipment has been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, if: (a) the ability of Customer to accept delivery of the Equipment is delayed, hindered or prevented by circumstances beyond Customer's reasonable control; or (b) an order is made or a resolution is passed for the winding up of Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to Customer; or (c) an order is made for the appointment of an administrator to manage the affairs, business and property of Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of Customer, or notice of intention to appoint an administrator is given by Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or (d) a receiver is appointed of any of Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of Customer, or if any other person takes possession of or sells Customer's assets; or (e) Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or (f) Customer ceases, or threatens to cease, to trade; or (g) Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

16 FORCE MAJEURE

Finsen reserves the right to defer the date of delivery, or to cancel the Contract or reduce the amount of Equipment ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of Finsen or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors (**Force Majeure Event**).

17 EQUIPMENT DISPOSAL

Finsen is, in accordance with the European Waste Electrical and Electronic Equipment (WEEE) Directive (2002/96/EC) and UK regulations pursuant thereto, registered as a WEEE Producer in the UK. If Customer as a business user of electrical and electronic equipment that chooses to deal with its WEEE itself it must ensure that upon disposal the Equipment is dealt with properly in accordance with all applicable regulations including being taken to an appropriately licensed site where it can be treated safely. Upon request from Customer, Finsen will accept responsibility as an obligated WEEE

Producer for the proper treatment, recycling and disposal of any Equipment sold under the Contract. Customer shall assume all shipping costs to a designated UK approved and authorised treatment facility or to a point of collection for the purpose of bulking activity. Details of the points of disposal in the UK can be obtained from Finsen. Customer may make its own transportation arrangements or can request that the UK recycling partner of Finsen arranges for a collection but if so the collection costs will be for Customer. On their premises, Customer will be responsible for disassembling and moving the Equipment to a suitable truck loading area. Neither Finsen nor its UK recycling partner will assume any liability if Customer sends the wrong equipment for treatment and disposal or sends equipment or materials that were not part of the original Equipment sale. Equipment for which Finsen bears no responsibility under the WEEE Directive will be returned to Customer at Customer's expense.

18 GENERAL

A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

If any provision of the Contract (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract other than as expressly set out in the Contract.

Customer shall not, without the prior written consent of Finsen, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract. Finsen may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

Any notice required to be given pursuant to the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the party as set out in the Contract, or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or, if delivery is not in business hours, 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England, with regard to transactions with Finsen Technologies Limited, or the laws of the state of Florida with regard to transactions with Finsen Technologies, Inc., in each case without regard to or application of choice of law rules or principles. The parties irrevocably agree that any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims): (a) with Finsen Technologies Limited shall be subject to the exclusive jurisdiction of the courts of England; and (b) Finsen Technologies, Inc., shall be subject to the exclusive jurisdiction of the appropriate in the State of Florida and County of Miami-Dade. The parties hereby waive any objection to such venue based on forum non conveniens. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. THE PARTIES HERETO AGREE THAT THEY HEREBY IRREVOCABLY WAIVE AND AGREE TO CAUSE THEIR RESPECTIVE SUBSIDIARIES TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT.

Dated as at 10 September 2020