1. GENERAL CONDITIONS

1.1. The present General Terms and Conditions shall apply to all purchases of goods or services that involve a company belonging to the Future Healthcare Group (hereinafter FH Group), regardless of the jurisdiction in which that company is located;

1.2 Special conditions, diverging from these General Conditions, shall only be admissible if they are contained in a written document and their acceptance by FH Group is unequivocal. In the event of contradiction between the special and general conditions, the provisions of the former shall prevail;

1.3. The Supplier's acceptance of the Purchase Order implies agreement with FH Group's general purchasing conditions in effect at all times;

1.4. The Supplier's acceptance of the Purchase Order implies:

1.4.1. the waiver of the application of its own General Conditions of Sale.

1.4.2 the confirmation that it has all the information necessary for the provision of services or delivery of goods;

2. SCOPE OF SUPPLY

2.1. The Purchase Order shall be complied with by the Supplier under the exact terms and conditions contained therein, as well as in the contract and/or other applicable documentation if such has been endorsed by FH Group.

2.2. Any change and/or condition that may compromise the performance of the Purchase Order under the terms referred to above requires immediate communication by the Supplier.

2.3. The Supplier undertakes to comply in full, and to have its personnel comply, with the legislation, regulations and/or authorizations that are applicable to the activity that it pursues, releasing FH Group from any liability arising from their non-compliance;

2.4 The Supplier shall be solely liable for any non-compliance arising from the supply of goods or services that come to be imputed to the FH Group responding, naturally, for the damages that their conduct results in for the latter;

2.5. When the supply of equipment or goods containing technical specifications is at issue, the Supplier undertakes to fully comply with the same, as well as with any regulations that may be applicable to them and on which their commercialization depends in the countries in which the FH Group operates;

3. SUBCONTRACTING

Subcontracting by the Supplier to satisfy the purchase of a good or service ordered by the FH Group may only occur with the prior written consent of the latter.

4. PROVISION OF SERVICES

4.1. The Supplier, responsible for a provision of service, undertakes to comply with the requirements and procedures established with respect to the execution of the work.

4.2. The Supplier is solely liable for any accidents or damage to persons or property caused by its performance, its personnel or its equipment and shall be liable to compensate the FH Group for any damage that the latter may be called upon to repair as a result of its actions;

5. ACCEPTANCE OF THE PURCHASE ORDER

The Purchase Order shall be considered accepted upon express confirmation by the FH Group or, failing this, upon delivery, even if partial, of any goods or upon commencement of the provision of services that are the object of the Purchase Order/Contract;

6. PRICES

6.1. The prices stated in the Supplier's Proposal are fixed and non-revisable, including all costs and/or expenses that may be occasioned by the execution of the Purchase Order.

6.2. All charges, fees and taxes, obligations, licenses, customs costs, transportation expenses and others related to the Purchase Order are thus considered to be included in the price fixed by Supplier.

7. DELIVERY AND STORAGE

7.1. When delivery of goods is involved, the Supplier shall provide, where possible, an individualized list of the goods. If dispatch or receipt of goods is delayed for any reason, the Supplier undertakes to ensure the storage and protection of the same and, to this end, storage and security costs shall be assumed to be borne by the latter for a period of two (2) months.

7.2. The Supplier shall ensure the transport and preservation of the goods until the time of delivery to the place specified in the Purchase Order.

8. TRANSFER OF OWNERSHIP AND RISK

The transfer of ownership and of risk takes place upon delivery of the goods, without reservation, at the location indicated in the Purchase Order for delivery of the goods.

9. WARRANTY

9.1. All goods that are delivered by the Supplier shall conform to the technical specifications and be free from any defects;

9.2. The Supplier shall guarantee the proper functioning of the supplied goods for a period of not less than twelve (12) months and to replace, repair or eliminate any defect during the warranty period;

9.3. FH Group reserves the right to return goods that do not correspond, in whole or in part, to the specifications set out in the Purchase Order, and the Supplier shall be obliged to replace them at its expense;

10. PAYMENT CONDITIONS

10.1 Invoices are due 60 (sixty) days from the date of receipt of the invoice, payment being due at the end of the month in which the due date occurs.

10.2 Payment of the invoice shall be made subject to its being analyzed and checked, the full compliance of the obligations undertaken by the Supplier being an indispensable condition for the same.

10.3. FH Group reserves the right to withhold payment whenever the Supplier has not fulfilled the obligations it has undertaken, as well as the right to offset any credit it may have incurred as a result of a fine, indemnity or other arising from the supply of a good or service by the Supplier.

11. INSURANCE

11.1 The Supplier undertakes to maintain all insurance that is mandatory for the exercise of its commercial activity and shall provide FH Group with proof of payment of the policy/policies in question whenever requested.

11.2 In the event that the Supplier provides its services on FH Group premises, it shall comply with the Health, Safety and Hygiene Plan in force, requesting it if it is not aware of it, with a view to reducing work accidents.

12. INTELLECTUAL PROPERTY

The Supplier undertakes to perform the services that are the subject of the Purchase Order with respect for the intellectual property rights of third parties, being obliged to indemnify FH Group for all losses, damages or costs arising from the violation of intellectual property rights, including expenses resulting for the latter from the Supplier's non-compliant conduct.

13. CONFIDENTIALITY

13.1. The Supplier undertakes not to disclose to third parties and not to use, for its own benefit or for the benefit of third parties, any and all information contained in these General Purchasing Conditions or in other documents and/or contacts made in connection with the Purchase Order.

13.2. The obligation of confidentiality remains even after the termination or fulfillment of this Purchase Order.

14. COMPLIANCE AND CORPORATE RESPONSIBILITY

14.1. All persons or companies that have a business relationship with FH Group must abide by its Compliance Policy.

14.2. FH Group reserves the right, whenever it deems necessary, to request audits to assess the Supplier's compliance with the provisions of the previous paragraph.

14.3 The Supplier undertakes to observe the principles and rights adopted by the International Labour Organisation, as well as legal obligations in its relations with its workers and therefore refrains from using child labour, slavery or any other form of forced or involuntary labour.

14.4 The Supplier agrees to ensure that its suppliers, subcontractors, employees and agents comply with all Anti-Corruption Laws and Money Laundering Prevention Laws.

14.5 The Supplier is further responsible for developing all strategies aimed at protecting the environment by adopting measures to reduce environmental impact and reinforce occupational safety.

15. DATA PROTECTION

15.1 FH Group applies all appropriate technical and organizational measures for the protection and security of the personal data of its customers, employees and suppliers, in compliance with the provisions of the General Data Protection Regulation (EU Regulation 2016/679 of the European Parliament and of the Council).

15.2 In the event that the Supplier has or may have access to personal data of the FH Group in the course of the provision of the contracted services, it shall be bound to maintain secrecy and confidentiality over such data in compliance with all applicable current or future national or European personal data protection and privacy legislation.

15.3 In such a case as referred to in the previous paragraph, the Supplier undertakes to implement the appropriate and necessary technical and organizational measures for the protection of personal data.

15.4 The personal data processed by the Supplier shall be kept for the period necessary for the execution of the Contract, without prejudice to the legal obligations in force and for the exact length of the provision of services, and shall return them to FH Group at the end of the contract.

15.5 In the event of the Supplier becoming aware of a breach of personal data, the Supplier shall immediately notify FH Group, also communicating the number of data affected, the likely consequences of such breach, as well as the mitigation measures that have been applied to remedy it.

15.6 The Supplier shall indemnify FH Group for all costs incurred as a result of any proceedings, claims, or actions brought against any Group company resulting from the Supplier's breach of compliance with the guarantees and obligations contained in the Data Protection Regulation.

15.7 Insofar as the processing of personal data so requires, the Parties shall be obliged, when applicable, to write and sign a Subcontracting Agreement.

16. APPLICABLE LAW AND DISPUTE SETTLEMENT

16.1. The present General Purchasing Conditions and/or the Contract are governed by the law in force, at each moment, in the legal system in which the purchase of goods or the provision of services takes place.

16.1. For the resolution of any disputes arising from these General Conditions, the Court of the place of delivery of the goods or of provision of the services shall have jurisdiction.

I acknowledge and accept the present General Conditions for the supply of goods or provision of services