General Terms and Conditions

Bindex® Pulse-Echo Ultrasound — Osteoporosis Screening

Issued by: Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland (CHE-341.358.274)
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1. Scope and Applicability

1.1 These General Terms and Conditions ("GTC") apply to all offers, Sales Contracts, and ongoing service relationships between Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland ("Prevenova") and its customers ("Customer") in connection with the Bindex® Pulse-Echo Ultrasound device and associated software, services, and training.

1.2 These GTC apply exclusively to business customers (B2B). Consumers within the meaning of applicable consumer protection law are excluded from contracting with Prevenova.

1.3 Any deviating, conflicting, or supplementary terms and conditions of the Customer shall not apply unless Prevenova has expressly agreed to them in writing.

1.4 These GTC apply in conjunction with the Sales Contract and the License Agreement. In the event of conflict, the Sales Contract takes precedence over these GTC, and these GTC take precedence over the License Agreement.

2. Definitions

"Agreement" means these GTC together with the applicable Sales Contract and License Agreement.

"Device" means the Bindex® Pulse-Echo Ultrasound hardware device supplied or made available by Prevenova.

"Software" means the Bindex® cloud platform, application, and related software provided by Prevenova as part of the service.

"Scan" means a single osteoporosis screening measurement performed using the Device and Software.

"Pricing Model" means the commercial model selected by the Customer (pay-as-you-go, annual subscription, or one-time purchase), as set out in the Sales Contract.

"Order Form" means the non-binding intake document completed by a prospective customer to indicate interest and preferred commercial terms. The Order Form is for reference purposes only and does not constitute a binding offer or acceptance.

"Order Acknowledgment" means the non-binding email sent by Prevenova to confirm receipt of the Order Form and to summarise the understood order details. The Order Acknowledgment does not constitute a binding agreement.

"Sales Contract" means the binding agreement signed by both parties setting out the commercial terms, selected Pricing Model, and all other specific terms applicable to the Customer's order. The Sales Contract is the only document that creates a binding contractual relationship between the parties.

"Effective Date" means the date specified in the Sales Contract as the commencement date of the Agreement.

3. Ordering Process and Contract Formation

3.1 Order Form: A prospective customer may submit an Order Form to Prevenova to indicate its preferred commercial terms. The Order Form is non-binding and for reference purposes only. It does not constitute an offer or acceptance by either party.

3.2 Order Acknowledgment: Upon receipt of a completed Order Form, Prevenova will send the Customer an Order Acknowledgment by email within 1 business day. The Order Acknowledgment

confirms receipt of the Order Form and summarises the commercial terms as understood by Prevenova. The Customer must notify Prevenova promptly if the summary contains any inaccuracies. The Order Acknowledgment is non-binding and does not create any contractual obligation on either party.

3.3 Sales Contract: Prevenova will prepare and send a Sales Contract to the Customer within 1–3 business days of the Order Acknowledgment, unless otherwise agreed. A binding agreement is formed only when both parties have signed the Sales Contract. Prevenova reserves the right to decline to enter into a Sales Contract without giving reasons.

3.4 The Customer is responsible for ensuring the accuracy of all information provided in the Order Form. Any discrepancies between the Order Form and the Order Acknowledgment must be raised before signing the Sales Contract.

3.5 Changes to a signed Sales Contract must be agreed in writing by both parties. Prevenova may charge an administrative fee for material amendments.

4. Delivery and Installation

4.1 Prevenova will arrange for the Device to be shipped to the delivery address specified in the Sales Contract. Shipping timelines are indicative and non-binding unless explicitly confirmed in writing.

4.2 Risk of loss or damage passes to the Customer upon delivery, except where Prevenova retains title under the pay-as-you-go and annual subscription models (see clause 5).

4.3 Installation consists of the Customer connecting the Device (USB-powered) and accessing the Software via a compatible browser. On-site technical installation is not included unless separately agreed.

4.4 Training is included in all Pricing Models and will be arranged following delivery, on-site at the Customer's premises.

5. Title, Ownership and Device Loan

5.1 One-time purchase: Title transfers to the Customer upon payment in full.

5.2 Annual subscription and pay-as-you-go: Title remains with Bone Index Finland Oy at all times. The Device is on loan for the duration of the Agreement. The Customer must return it upon termination, at the Customer's cost.

5.3 The Customer must not pledge, encumber, sell, or transfer the Device to any third party.

5.4 Replacement costs for loss or damage beyond normal wear: CHF 14,900 (device), CHF 50 (measurement stick), CHF 100 (protective case), excluding VAT.

6. Software Access and License

6.1 Access to the Software is granted under the License Agreement, which governs all matters relating to software use, data protection in respect of the Software, and software-related warranties and liability.

6.2 Software access is activated following receipt of the applicable fee.

7. Pricing Models

7.1 The Customer selects one of the following models in the Sales Contract, which governs the commercial relationship for the duration of the Agreement.

Pay-as-you-go: 30% of gross scan revenue per month. Minimum CHF 20 per scan where the patient price is below CHF 67. Monthly floor of CHF 350. Training fee CHF 1,000 in year one. Customer invoices patients directly and remits the revenue share monthly with a scan log.

Annual Subscription: Fixed annual fee per the selected scan package (Entry to Gold). Unused scans do not roll over. 36-month loyalty contract: 5% discount and 100 bonus scans per year.

One-time Purchase: Device at CHF 14,900 excluding VAT, plus annual scan package fee. 2-year hardware warranty included; lifetime warranty for Bronze, Silver, and Gold packages. Extended warranty (years 3–5) at CHF 390/year.

7.2 The scan packages and the fees applicable to each Pricing Model are set out in the Sales Contract and in the current Prevenova price list.

8. Payment Terms

8.1 All invoices are payable within 30 days net from the invoice date, unless otherwise specified in the Sales Contract.

8.2 All prices are exclusive of VAT and any applicable customs duties.

8.3 VAT: For Customers established in Switzerland, Swiss VAT is charged at the applicable statutory rate and is shown separately on every invoice.

8.4 Late payments bear interest at 5% per annum (Art. 104 Swiss CO) or the applicable statutory rate.

8.5 Prevenova may suspend Software access with 5 business days' written notice if payment is overdue by more than 14 days.

8.6 Payment shall be made to the bank account stated on the applicable invoice.

9. Scan Packages

Scan packages are prepaid annually. Unused scans do not roll over. Upgrades are available at any time by paying the difference pro-rated for the remaining term.

10. Warranties

10.1 Prevenova warrants that the Device and Software will materially conform to their published specifications when used per instructions.

10.2 Warranties do not cover defects caused by misuse, unauthorised modification, or use outside specifications.

10.3 Sole remedy for warranty breach: repair, replacement, or pro-rated refund for the affected period.

11. Limitation of Liability

11.1 Prevenova shall not be liable for indirect, consequential, incidental, special, or punitive damages.

11.2 Total aggregate liability shall not exceed total fees paid in the 12 months preceding the event.

11.3 Nothing herein excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

11.4 The Device and Software are screening aids, not a substitute for clinical diagnosis. Prevenova accepts no liability for clinical decisions.

12. Intellectual Property

All IP rights in the Device, Software, and related materials remain with Bone Index Finland Oy or Prevenova. No IP rights are transferred to the Customer.

13. Data Protection

13.1 Prevenova processes personal data in accordance with the Swiss DSG and, where applicable, the EU GDPR.

13.2 The Customer is the data controller for patient data and is solely responsible for compliance with applicable data protection laws.

14. Confidentiality

Each party shall keep confidential all non-public information received from the other party. Confidentiality obligations survive termination for 3 years.

15. Term and Termination

15.1 Pay-as-you-go: terminable by either party on 90 days' written notice. Monthly floor applies until termination.

15.2 Annual subscription: auto-renews unless either party gives 90 days' written notice of non-renewal before the end of the then-current term.

15.3 One-time purchase scan packages: auto-renew annually; terminable on 90 days' written notice before renewal.

15.4 Immediate termination: available to either party on material breach unremedied within 30 days of notice, or insolvency.

15.5 On termination: outstanding amounts due immediately; Device returned within 14 days (loan models); Software access revoked. Advance fees non-refundable except where caused by Prevenova's material breach.

16. Force Majeure

Neither party shall be liable for delay caused by events beyond its reasonable control. The affected party must notify the other promptly.

17. Governing Law and Dispute Resolution

17.1 Governed by the laws of Switzerland, excluding conflict of law rules and the CISG.

17.2 Exclusive jurisdiction: ordinary courts of the Canton of Zug, Switzerland.

18. General Provisions

18.1 Severability: invalid provisions do not affect the remainder.

18.2 Entire agreement: the Sales Contract, these GTC, and the License Agreement supersede all prior negotiations.

18.3 Amendments: Prevenova may update these GTC with 30 days' written notice. Continued use constitutes acceptance.

18.4 Assignment: Customer may not assign without Prevenova's written consent. Prevenova may assign to a group company or in connection with a sale of its business.

18.5 Notices: info@prevenova.com or Prevenova GmbH, Baarerstrasse 19, 6300 Zug, Switzerland.

18.6 Language: governing language is English. Translations are for convenience only.