

SALES AGREEMENT

This Sales Agreement (hereinafter: "Agreement") is entered into by and between

genEplanet diagnostika d.o.o.

Cesta na Poljane 24

1210 Ljubljana - Šentvid

SLOVENIA

Company number:

TAX ID number: 37088149

Name of the financial institution where company account is held: Sparkasse

IBAN:

represented by Marko Bitenc

(hereinafter: "Seller")

and

EMBASSY OF HUNGARY IN LJUBLJANA

Ulica Konrada Babnika 5, 1210 Ljubljana-Šentvid

TAX ID number: HU15311351

Name of the financial institution where bank account is held: NLB

Bank account No.:

represented by Edit Szilágyiné Bátorfi ambassador and

from 1 June 2020 Krisztina Dóra Varju chargée d'affaires

(hereinafter: "Buyer").

Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

I. Sale of Goods.

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase and transport the following items in the following quantities and at the following prices (the "Goods"):

| Description of Goods | Quantity | Price per unit | Total sum |
|--|--|-----------------------------|---------------------------|
| Invasive medical ventilators (Siriusmed R30, AeonmedVG70 or Eternity SH300 with compressors) as per attached Technical Specifications and customs cleared) | 160 units in 6 shipments (4x20 units and 2x40 units) | 48 900 EUR/unit (price FoB) | 7.824.000 EUR (total FoB) |

According to the brochures/catalogues enclosed to this Agreement.

2. By signing the Agreement, Seller expressly states that Seller has the professional, technical and human resources necessary to fulfil the Agreement and that Seller provides such resources for the entire duration of the Agreement.

3. Seller declares that the Goods are covered by CE (Conformité Européenne) certificate or equivalent certificate.

II. Purchase Price and Terms of Payment.

1. Buyer will pay to Seller **for the first delivery of 20 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

2. Buyer will pay to Seller **for the second delivery of 20 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

3. Buyer will pay to Seller **for the third of 20 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

4. Buyer will pay to Seller **for the fourth of 20 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **978.000 EUR**, i.e. nine hundred and seventy eight thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

5. Buyer will pay to Seller **for the fifth delivery of 40 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **1.956.000 EUR**, i.e. one million nine hundred and fifty six thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

6. Buyer will pay to Seller **for the sixth delivery of 40 Goods** and for all obligations specified in this Agreement the full and complete purchase price of the aforementioned units, the sum of **1.956.000 EUR**, i.e. one million nine hundred and fifty six thousand euros upon the physical inspection of the Goods based on the pro forma invoice issued by the Seller and the List of Serial Numbers prepared immediately after the inspection by the Seller.

7. Seller shall have no claim to any additional payment or remuneration apart from what is specified in this Agreement. Unless otherwise stated, Seller shall be responsible for all customs and taxes in connection with the purchase of Goods in this Agreement.

8. The Goods are to be transported from the Seller's warehouse by the Buyer.

9. Contact person for the delivery: Károly Fekete (+36 30 655 5088).

10. Parties agree that as official handover counts the written dock warrant signed by the Parties. The written dock warrant demonstrates the transfer of the ownership of the Goods to the Buyer.

11. Contact entitled to issue the verification of due performance on behalf of the Buyer is András Magyar (+36 30 782 6304).

12. Seller shall invoice Buyer the purchase price of the actual delivery after receiving the aforementioned verification of due performance. Due to the II/1-6 points of this Agreement receiving Seller's invoice does not require any payment.

13. The Parties agree that the price will be regarded as having been paid based on the notice of the Buyer's bank on commissioning the transfer of the payment.

14. In case the Seller is not able to provide all the Goods as agreed in this contract, the Seller is only entitled to the payment for successfully shipped Goods. With shipping such Goods, the Seller fulfils its obligations under this contract and does not hold any liability or responsibility anymore. The Buyer will pay for all delivered Goods in full.

III. Delivery.

1. Seller shall prepare the Goods and documents for dispatching at its warehouse for the Buyer for the following dates:

- 1st delivery of 20 Goods on 8 May 2020, Friday;
- 2nd delivery of 20 Goods on 15 May 2020, Friday;
- 3rd delivery of 20 Goods on 22 May 2020, Friday;
- 4th delivery of 20 Goods on 29 May 2020, Friday;
- 5th delivery of 40 Goods on 05 June 2020, Friday.
- 6th delivery of 40 Goods on 12 June 2020, Friday.

The Seller's warehouse is located at Interlogis d.o.o. Celovška cesta 492, 1210 Ljubljana - Šentvid.

2. In case of any changes in these dates occurring due to unforeseen external factors, the Parties shall agree on the new time of delivery 24 hours in advance. Buyer is not obliged to accept any new time of delivery after 19 June 2020 and is not obliged to purchase the related Goods.

3. Buyer bears all costs for the shipping of the Goods and insurance after the loading on truck.

IV. Risk of Loss and Damage.

1. Risk of loss and damage will be on the Seller until the Goods are loaded on the truck provided by the Buyer. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense until the time of loading.

V. Right of Inspection.

1. Buyer shall be allowed to examine the Goods once received and shall do so within 5 days after the receipt of the Goods. In the event that Buyer discovers any damages, shortages or other non-conformance of the Goods, Buyer shall notify Seller within 5 days after receipt of the Goods,

specifying the basis for its claim. Failure to notify Seller by such date shall constitute an acceptance of delivery of the Goods as is. In the event the Goods are non-conforming, Seller has an option:

- to replace such Goods on its own expenses or
- ask the return of the Goods by the Buyer at Seller's expense for a full refund of the purchase price

2. The above should be mutually agreed between the Parties.

VI. Force Majeure.

1. Seller will not be liable to Buyer for any delay, non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts of God, or any other causes outside of Seller's control.

2. Seller shall notify Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Buyer may terminate this Agreement upon such notice.

VII. Termination.

1. Buyer is entitled to terminate this Agreement in writing with cause and with immediate effect in the event of a serious breach of the Agreement by Seller. Serious breach of the Agreement includes

- Seller does not perform the tasks specified in the Agreement or does not perform them according to the terms and spirit of the Agreement
- Proceedings involving distraint, liquidation, bankruptcy, or final settlement are launched against the Seller.
- Seller's tax number is suspended or revoked

VIII. Compensation and damages.

1. If Seller is at fault for having failed to deliver the Goods specified in this Agreement in merchantable quality or in the delivery time stipulated in this Agreement, Seller shall refund the purchase price paid in advance and have no claim whatsoever to payment of the purchase price or any fraction thereof, nor will the Buyer be obliged to provide any compensation or remuneration for any costs that have incurred.

2. According to European standards the Seller provides guarantee for the Goods.

IX. Governing Law.

1. The terms of this Agreement shall be governed by and construed in accordance with the laws of Hungary.

X. Disputes.

1. In the course of the execution of this Agreement, the Parties agree to address any unsettled questions or matters in dispute through negotiation; should negotiation fail, the legal dispute – depending on the sphere of authority – will be under the exclusive jurisdiction of the seat of the applicant's court of law.

2. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.

XI. Miscellaneous.

1. This Agreement enters into effect when both Parties to the Agreement have signed it; it concludes with completion of the terms specified herein.

2. Both parties have read and understood the points of this Agreement and have agreed to all of its stipulations, as they affirm with their signatures. The Agreement has been signed in 4 identical original copies, 3 of which are in the possession of the Buyer and 1 of which is in the possession of the Seller.

3. Appendices:

-Technical specification of Goods and Certificates of Quality.

Dated: Ljubljana, 23 April 2020

Dated: Ljubljana, 23 April 2020

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Edit Szilágyiné Bátorfi
Ambassador
Embassy of Hungary in Ljubljana
Buyer

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Marko Bitenc
CEO
genEplanet diagnostika d.o.o.
Seller

Krisztina Dóra Varju
Deputy Head of Mission,
Chargé d'Affaires
from 1st of June 2020
Embassy of Hungary in Ljubljana
Buyer

Financially countersigned by:

Zita Kassai
Financial Director
Embassy of Hungary in Ljubljana

