Operating Lease Terms and Conditions – Olympus Norge AS

Version May 2026

These Operating Lease Terms and Conditions ("Terms") apply to every Lease Agreement and govern the Lease of Products by Olympus to the Customer. Customer accepts and agrees to these Terms upon ordering the Product and/or Professional Services.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for Quotation or such terms. Supply of Products and/or provision of Professional Services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Definitions

1.1. ***Confidential Information*** means non-public information disclosed by or on behalf of one Party to the other, whether in oral, written, electronic or other form, that is marked as confidential or would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that the receiving party can demonstrate: (a) is or becomes publicly available through no fault of the receiving Party; (b) was lawfully obtained by the receiving party from a third party without breach of any confidentiality obligation; (c) was already in the receiving party's possession before disclosure by the disclosing party; or (d) was independently developed by the receiving party without use of the Confidential Information.

1.2. ***Customer*** means the entity identified in the Quotation with which Olympus enters into the Lease Agreement.

1.3. ***Documentation*** means any manuals, instructions, or other documents or materials that Olympus makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Olympus technology, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.4. ***Intellectual Property Rights*** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, design, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.5. ***Lease Agreement*** means the agreement entered into by Olympus and Customer for the lease of the Product and the provision of associated Professional Services and Service Coverage, if applicable. The Lease Agreement is comprised of the accepted Quotation and these Terms, as well as every amendment or addition thereto.

1.6. ***Lease Term*** means the period during which Olympus provides the Product on a lease basis to the Customer, which shall begin on the delivery date of the Product and ends upon the expiration of the period specified in the Quotation. For Product subject to Software Service Subscription, this period begins on the activation date of the relevant Software Service Subscription and ends upon expiration of the period specified in the Quotation.

1.7. ***Olympus*** means Olympus Norge AS.

1.8. ***Party/Parties*** means Customer and/or Olympus, as applicable.

1.9. ***Product(s)*** means good(s) or item(s) temporarily supplied by Olympus under the Lease Agreement, as specified in the Quotation.

1.10. ***Professional Services*** shall have the meaning, scope, and associated terms as set out in the Quotation and in the "General Terms and Conditions for Software Services" available at https://www.olympus-europa.com/company/en/terms-of-business/

1.11. ***Quotation*** means a written commercial offer issued by Olympus to the Customer in respect of a Product and/or Professional Services.

1.12. ***Service Coverage*** is described in Section 6.

1.13. ***Software Service Subscription*** shall have the meaning given in "General Terms and Conditions for Software Services" available at https://www.olympus-europa.com/company/en/terms-of-business/

2. Formation of the Lease Agreement

2.1. Olympus will provide a Quotation upon request by Customer in respect of a Product. The Quotation constitutes an offer and shall be valid for the period thereby indicated.

2.2. A Lease Agreement is formed when the Customer accepts a Quotation issued by Olympus, or when the Customer places an order for the Product and/or Professional Services.

2.3. The Lease Agreement shall remain in effect for the duration of the Lease Term, unless terminated earlier in accordance with these Terms.

3. Delivery of the Product

3.1. Delivery shall be made in accordance with Incoterms 2020 DDP (Delivery Duty Paid). Olympus shall deliver the Product to the agreed delivery address. Delivery is completed upon the unloading of the Product at the delivery address.

3.2. The delivery date will be communicated to the Customer by Olympus in written form.

3.3. Olympus shall have no liability for any failure to deliver the Product to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Olympus with adequate delivery instructions or any other instructions that are relevant to the supply of the Product.

4. Fees and Payment

4.1. The Customer shall pay to Olympus the fees set forth in the Quotation ("Fees"), exclusive of any taxes, which must be paid in addition by Customer.

4.2. Fees will be invoiced upon activation of the first Software Service Subscription, or as otherwise agreed in writing by the Parties, and according to the intervals specified in the Quotation.

4.3. The Customer shall pay each invoice submitted by Olympus within thirty (30) days of the date of the invoice to the bank account nominated by Olympus. If Customer fails to make any payment when due, Olympus may, without limiting its other rights and remedies, notify the Customer in writing and provide a reasonable period to remedy the non-payment. If payment is not remedied within the given period, Olympus may (a) charge interest on the past due amount at the applicable statutory interest rate for late payment, and/or (b) in its discretion and, as applicable, cancel delivery and/or Service Coverage, and/or Professional Services, and/or (c) terminate the Lease Agreement.

4.4. Olympus may adjust Fees due to changes in official interest rates, laws or government policies.

5. Use of Product

5.1. Customer undertakes to Olympus to:

5.1.1. Keep Olympus fully informed of all material matters relating to the Product, including immediately notifying Olympus in the event of any loss, accident, breakdown, unsatisfactory working or damage to it.

5.1.2. That the Product is not subjected to value depreciation beyond normal wear and tear during the Lease Term.

5.1.3. Routinary service and maintenance of the Product at its own expense, unless otherwise agreed between the Parties.

5.1.4. Ensure that all security updates, patches, and hotfixes for third-party software distributed with the Product are installed and applied promptly upon availability.

5.1.5. That the Product is only used by suitably trained and qualified personnel of the Customer, only for their intended purposes, and in accordance with the Documentation.

5.1.6. Not alter the Product and not remove any existing components from the Product.

5.1.7. Access to the location of the Product for its inspection by Olympus at any time during the Lease Term.

5.1.8. Not part with control of, underlet or lend the Product, sell or offer for sale or allow the creation of any mortgage, charge, lien or other security interest in respect of the Product, not suffer or permit the Product to be confiscated, seized or taken out of the possession or control of the Customer and to immediately notify Olympus of any threat of such action. In case of confiscation or seizure, make best efforts at the Customer's expense to secure the release of the Product, indemnifying Olympus for all losses, costs, charges, damages and expenses incurred as a result of such confiscation.

5.1.9. Ensure that the Product remains identifiable as Olympus' property at all times.

6. Service Coverage

6.1. During the Lease Term, Olympus may, in respect of the Product, provide Service Coverage.

6.2. If the Product is damaged during the Lease Term, Olympus will repair such Product or (as determined by Olympus) replace such Product with a like or similar new device.

6.3. During the Lease Term, Olympus may provide the following Service Coverage:

6.3.1. Preventative Service Activities. These activities are routine preventive measures carried out once a year to minimize the risk of unforeseen failures and reduce the need for corrective actions. These shall be performed in accordance with applicable regulations and/or Documentation to conduct (a) visual inspection of the condition of the Product, (b) mechanical inspection of the components of the Product, (c) functional inspection of the Product-specific functionalities, (d) cleaning of the outer surface and dust removal inside the Product, and (e) electrical safety checks, in accordance with manufacturer and local standards. These activities shall be carried out during Olympus' regular business hours.

6.3.2. Corrective Maintenance. Restoration of a defective Product to its proper operating condition, including defects resulting from normal wear and tear or accidental damage caused by the Customer. The corrective measures may be performed on-site at the Customer's premises, at the Olympus Service Center, or via telephone helpdesk support and/or remote access to a Product (if possible). The choice of the place of performance and the specific corrective measure shall be at the reasonable discretion of Olympus for each individual case. The repair quantity and the repair price are not limited.

6.3.3. Olympus Uptime Support. Olympus provides the following Customer-specific support services: (a) root cause analyses of repair history and current repairs, (b) on-site observations to outline recommendations, (c) training and hands-on tutorials for damage prevention, and (d) period review meetings with the Customer. The details and frequency of this Uptime Support depend on the Customer's individual repair history and are determined by Olympus on a case-by-case basis at its reasonable discretion.

7. Professional Services

7.1. Professional Services are provided as part of the Lease Agreement, if so agreed between the Parties.

7.2. The date of performance of Professional Services will be agreed between the Parties.

8. Liability

8.1. Olympus is liable for damages arising in connection with the provision of the Product in cases of intent or gross negligence.

8.2. The Customer shall be liable for all loss, damage, or depreciation of the Product resulting from any breach of the obligations set out in Section 5.1.

8.3. To the extent permitted by applicable law, (a) neither Party shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages, or for any loss of use, reputation, revenue or profit whether arising out of or related to breach of contract, tort, or otherwise, regardless of whether such damages were foreseeable and whether or not such Party has been advised of the possibility of such damages, (b) Olympus is expressly excluded from all liability, losses, damages, and/or security vulnerabilities arising from the Customer's failure to maintain a third-party software of an Olympus operating system at the most current update level as required under Section 5.1., and (c) in no event will the aggregate liability of Olympus arising out of or related to the Lease Agreement exceed the total amount paid by Customer to Olympus under the Lease Agreement in the twelve (12) months' period preceding the event out of which the liability arose.

9. Title and Risk

9.1. The Product remains Olympus' property, including all substitutions, replacements (including spare parts) and/or renewals made in or to the Product.

9.2. The Customer assumes the risk of loss, theft, damage, or destruction of the Product upon delivery. The Product remains at the Customer's risk until they are in Olympus' possession.

10. Confidentiality

10.1. Each Party agrees to keep the other Party's Confidential Information strictly confidential and: (a) use it only for the purpose of performing its obligations or exercising its rights under the Agreement; (b) not disclose it to anyone except its employees, contractors, professional advisers, or service providers who need to know it and are bound by equivalent confidentiality obligations; and (c) protect it using at least the same degree of care as it uses for its own confidential information (but not less than reasonable care).

10.2. If a Party is legally required (by law, regulation, or court order) to disclose Confidential Information, it must give the other Party prompt notice (where lawful and practicable) and reasonably cooperate with efforts to challenge or limit the disclosure.

10.3. On termination or expiry of the Agreement, each Party must, upon request, return or destroy all Confidential Information of the other Party, unless: (a) it is legally required to retain it; or (b) it is stored securely in routine backup systems and not accessible in the ordinary course of business. In all cases, the confidentiality obligations in this Section will continue to apply as long as the Confidential Information is retained.

11. Intellectual Property

11.1. All intellectual property rights in Product and Documentation belong to Olympus. Nothing in the Lease Agreement shall operate to transfer ownership of any such intellectual property rights to the Customer.

11.2. The Customer agrees not to remove, suppress or modify in any way any proprietary marking on any Product and/or Documentation (including any trademark or copyright notice).

11.3. Any intellectual property developed through the Customer's use of the Product or Documentation, including ideas, improvements, or processes, will belong to Olympus. The Customer agrees to assign (and will ensure others assign) any such rights to Olympus.

11.4. Olympus may collect data on how the Product is used. Olympus owns this data and may use it for any lawful purpose, such as improving its services or developing new products. If shared with third parties outside the Olympus group, the data will be anonymized or aggregated so the Customer cannot be identified.

11.5. The provisions of this Section shall survive termination of the Lease Agreement.

12. Export Control

12.1. The export of the Product may be subject to export control laws and regulations in various jurisdictions. The Customer agrees to comply with all applicable export control laws and regulations and obtain any necessary licenses or approvals required for the export, re-export, or import of the Product.

13. Data Protection

13.1. Data obtained by Olympus in the course of the business relation will be processed according to the applicable laws and taking account of Olympus' Privacy Policy (retrievable at https://www.olympus.no/privacy). Data collected from the Customer will only be collected, processed and used to the extent required for the conclusion and performance of the underlying Lease Agreement and/or any further agreements between the Parties.

14. Termination

14.1. Either Party may terminate the Lease Agreement with immediate effect upon written notice to the other Party if (a) the other Party materially breaches any provision of the Lease Agreement and - if such breach is remediable - fails to remedy such breach within ten (10) days of receiving written notice thereof, or (b) the other Party (i) becomes insolvent, (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for, or has appointed a receiver, trustee or custodian for a material part of its property or business.

14.2. Upon termination or expiry of the Lease, the Customer must return the Product to Olympus or make them available for collection.

14.3. If termination occurs before the end of the Lease Term, the Customer may be charged a residual value equal to the discounted remaining Fees.

15. Miscellaneous

15.1. Subcontracting. Olympus may subcontract the performance of any of its duties or obligations under the Lease Agreement to another company within the Olympus group or its or their third-party service providers, and shall be responsible and liable for the acts and omissions of each Affiliate or subcontractor as if those were the acts and omissions of Olympus.

15.2. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, provided, however, that Olympus may assign its rights or delegate its obligations, in whole or in part, to any of its Affiliates. The Lease Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15.3. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement, except for payment obligations, which shall remain in full force and effect, to the extent such delay or failure results from a Force Majeure Event. A “Force Majeure Event” refers to any event beyond a Party’s reasonable control, including but not limited to natural disasters, explosion, war, terrorism, strikes, lockouts, or other industrial disturbances, the enactment of laws, or any action taken by a governmental or public authority, including the imposition of an embargo. The affected Party shall promptly notify the other Party in writing of the Force Majeure Event, use commercially reasonable efforts to mitigate its effects, and resume performance of its obligations as soon as reasonably practicable after the event ceases. If Olympus is unable to fulfill substantially all of its obligations under this Agreement due to a Force Majeure Event for a continuous period exceeding three (3) months, either Party shall have the right to terminate this Agreement with immediate effect by providing written notice to the other Party.

15.4. Governing Law and Jurisdiction. The Lease Agreement shall be governed by and construed in accordance with the laws of Norway, without reference to its conflict of law principles. The courts of Oslo shall have exclusive jurisdiction over any dispute arising out of or in connection with the Lease Agreement, provided that either Party may seek injunctive relief or other provisional remedies in any court of competent jurisdiction.