

General Conditions of Purchase
of medtradox GmbH

Updated: April 2021

1. Scope

- 1.1 The following terms and conditions of purchase apply to all contracts we have concluded for the purchase of goods. We do not recognise any of the Supplier's conditions that deviate from or supplement these conditions unless we have expressly agreed to their validity in writing. The following conditions also apply if we accept the delivery without reservation in the knowledge of conflicting or supplementary Supplier conditions.
- 1.2 These purchasing conditions apply exclusively to entrepreneurs within the meaning of Section 14, legal entities under public law and special funds under public law.

2. Conclusion of contract

- 2.1 If we submit an offer to the Supplier through our order, the Supplier can accept this offer in text form within one week of receipt of the order. After this period has expired, we are no longer bound by the offer.
- 2.2 All agreements that are made between us and the Supplier for the purpose of executing the contract are fully recorded in writing in this contract, including these general terms and conditions of purchase. Our employees are not authorised to make verbal assurances which go beyond or deviate from the written contractual agreement.

3. Prices and Payment Terms

- 3.1 The contractually agreed price is binding. VAT is not included in the prices shown; it will be shown separately in the invoice at the applicable statutory amount, insofar as this is applicable. Unless otherwise agreed, the price includes DAP delivery in accordance with INCOTERMS 2020.
- 3.2 A prerequisite for the start of the agreed payment periods is proper invoicing. The order number specified by us must be stated in the order.
- 3.3 We are entitled to offset or withhold the amount due, to the extent permitted by law.

4. Delivery and transfer of risk

- 4.1 Unless otherwise agreed, delivery must be made DAP in accordance with INCOTERMS 2020. The risk of accidental loss and accidental deterioration is only transferred to us upon delivery to the destination specified by us. The statutory regulations on the transfer of risk in the event of default of acceptance remain unaffected.
- 4.2 The agreed delivery time is binding. The receipt at the destination specified by us is decisive for the timeliness of the deliveries.
- 4.3 The Supplier is obliged to inform us immediately if circumstances arise which could prevent him from complying with the agreed delivery schedule, or as soon as he becomes aware of such circumstances. The Supplier's liability for delay thereby remains unaffected.
- 4.4 If the Supplier is in default of delivery, we are entitled to demand a contractual penalty in the amount of 0.3% of the net price of the delayed goods per working day, however no more than 5% of the net price of the delayed goods. The right to fulfilment as well as claims to compensation for further damage and other rights to which we are entitled due to delay remain unaffected. The contractual penalty shall be deducted from any claim to further compensation. The right to a contractual penalty is upheld in spite of the unconditional acceptance of the delayed performance, provided that it is asserted at the latest at the time of settlement of the invoice claim (in the case of contractually agreed partial payments, until the time of payment of the final instalment).
- 4.5 The Supplier is obliged to indicate the order number indicated by us on all shipping documents, delivery notes and invoices. If the information is missing or incorrect, we are not liable for the resulting delays in processing and payment of the purchase price.

5. Warranty for Defects

- 5.1 Upon receipt of the goods, we are only obliged to inspect the delivery for obvious, externally recognisable defects (in particular recognisable transport damage, incorrect deliveries and quantity deviations) and to register them immediately after delivery. A more detailed inspection will take place as soon as and to the extent that this is feasible in the ordinary course of business. We shall notify you immediately of any defects found in the course of such an inspection. The same applies to hidden defects that cannot be identified in the course of the inspection and that we ascertain later.
- 5.2 In the event of material defects or defects of title, we are entitled to the statutory warranty claims without restriction. In particular, we are entitled, at our own discretion, to request the defect to be remedied or a replacement delivery of goods in accordance with the contract. If the Supplier does not meet his obligation to provide supplementary performance within a period set by us, if supplementary performance fails, or if it is unreasonable or impossible, we are entitled, subject to the legal requirements, to demand compensation and/or to withdraw from the contract or to reduce the purchase price.
- 5.3 The limitation period for warranty claims is 36 months from delivery. The statutory limitation regulations in the event of recourse against the Supplier thereby remain unaffected.
- 5.4 The limitation periods for warranty claims shall be suspended by means of a written notification of defects as long as the Supplier has not rejected the claim.

For all else, the legal provisions on the suspension of the statute of limitations remain unaffected.

6. Confidentiality

- 6.1 The Supplier undertakes to treat confidentially business secrets and other information in connection with our business operations that he becomes aware of through the business relationship and for which there is a legitimate interest in keeping confidential (hereinafter uniformly referred to as "**Confidential information**") and to use such confidential information exclusively for the fulfilment of the contract concluded with us. Confidential information is to be kept safe and not made available to third parties, either verbally, in writing or in any other form, without our express prior written consent. Third parties within the meaning of this clause are also companies affiliated with the Supplier within the meaning of section 15 et. seq. AktG (German Stock Corporation act). Exempted from the requirement of consent is disclosure for auditing purposes to consultants who are professionally bound to secrecy.
- 6.2 The Supplier shall only disclose confidential information to those employees who need to become aware of it in order to execute the contract concluded between the parties and shall limit such disclosure to the extent necessary for this purpose. The Supplier is only entitled to disclosure if the employees have been bound to secrecy to the same extent as the Supplier. We must be provided with proof of this upon request.
- 6.3 The requirements mentioned under item 6.2 apply accordingly to disclosure to subcontractors and suppliers. The approval requirement according to section 6.1 thereby remains unaffected.
- 6.4 A confidentiality obligation does not exist if and insofar as the data obtained
 - a) have become generally known or publicly accessible without breaching this confidentiality clause;
 - b) were already in the Supplier's possession at the time of disclosure without breaching confidentiality obligations, or the Supplier legally obtained them from a third party after such disclosure without breaching confidentiality obligations;
 - c) must be disclosed due to legal regulations or an official or judicial order.
- 6.5 The Supplier is obliged, at our request and at our discretion, to return or verifiably destroy all documents and materials that contain confidential information, regardless of whether they have been provided in writing, electronic or other form. The destruction of confidential information must be carried out in the most secure manner in accordance with the current state of the art, as far as this is possible and reasonable for the Supplier.

7. Product and producer liability – indemnification – Liability insurance coverage

- 7.1 The Supplier is obliged to hold us harmless from claims for damages by third parties due to personal injury or property damage arising from a defect in the Supplier's product which lies within the Supplier's sphere of control and organisational area and for which the Supplier is liable in the external relationship.
- 7.2 Within the scope of the Supplier's liability within the meaning of section 7.1, the Supplier is also obliged to reimburse any expenses that arise from or in connection with a recall campaign. We shall inform the Supplier, as far as is possible and reasonable, about the content and scope of the product recall measures to be carried out and provide the Supplier with the opportunity to make representations. Any other statutory claims thereby remain unaffected.
- 7.3 The Supplier undertakes to maintain product liability insurance with coverage of at least EUR 10 million per personal injury/material damage including recall costs. Should we be entitled to further damage claims, these remain unaffected. The Supplier is obliged to provide us with evidence of the insurance on request.

8. Jurisdiction and applicable law

- 8.1 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contract is our place of business. For the Supplier, this place of jurisdiction applies exclusively. However, we are also entitled to file suit against the Supplier at his general place of jurisdiction.
- 8.2 The law of the Federal Republic of Germany applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

General Conditions of Sale
of medtradix GmbH

Updated: April 2021

1. Scope

1.1 Our general terms and conditions of sale apply to all delivery contracts concluded by us. We do not recognise any terms and conditions of the Purchaser that contradict, deviate from or supplement our general terms and conditions, unless we have expressly agreed to their validity in writing. Our general terms and conditions of sale shall also apply if we carry out the delivery to the Purchaser without reservation in the knowledge of conflicting or deviating conditions of the Purchaser.

1.2 Our general terms and conditions of sale apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code, legal entities under public law and special funds under public law.

2. Contract

2.1 Our offers are subject to change and non-binding.

2.2 The Purchaser's order is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this offer to enter into a contract within one week of its receipt. The contract is concluded through our order confirmation. The provisions of section 312(i) par. 1 (1-3) BGB do not apply.

2.3 All agreements that were made between us and the Purchaser when the contract was concluded are set out in full in writing in the contract, including these terms and conditions of sale. Our employees are not authorised to make verbal assurances which go beyond or deviate from the written contractual agreement.

3. Prices and payment

3.1 Unless otherwise agreed, our prices apply EX WAREHOUSE in accordance with INCOTERMS 2020. VAT is not included in the prices shown; it will be shown separately in the invoice at the applicable statutory amount, insofar as this is applicable.

3.2 If the agreed payment deadline is exceeded, the Purchaser is in default of payment and is obliged to pay default interest of 9 percentage points above the base rate p.a. Claims for compensation for further damage caused by delay and the statutory right of withdrawal thereby remain unaffected.

3.3 The Purchaser is only entitled to set-off claims and rights of retention when their counterclaims are legally valid, uncontested or accepted by us. This restriction does not apply to claims on the part of the Purchaser due to defects or due to partial non-fulfilment of the contract, insofar as these claims result from the same contractual relationship as our claim.

4. Delivery

4.1 Compliance with delivery dates is conditional upon the timely and proper fulfilment of the Purchaser's contractual obligations.

4.2 Unless otherwise agreed, delivery is EX WAREHOUSE in accordance with INCOTERMS 2020. The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser when the goods are transferred to the Purchaser. Transfer of risk also applies if the purchaser is in default of acceptance of the goods. However, in the event of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods and the risk of delay is transferred to the Purchaser once the goods are handed over to the forwarding agent, carrier or other person or organisation carrying out the shipping. If we send the goods to a place other than the place of performance at the request and expense of the Purchaser, we are entitled to determine the type of shipment ourselves, in particular the transport company, shipping route, and packaging.

4.3 Events beyond our control that prevent us from providing the service, such as strikes, lawful lockouts, the effects of epidemics and pandemics (including but not limited to COVID-19), official orders, natural disasters and other events of force majeure, release us from the fulfilment of the assumed contractual obligations for as long as the hindrance persists. We undertake to inform the Purchaser immediately about the occurrence and the likely duration of such an event. The delivery time shall be extended by the duration of the hindrance plus an appropriate start-up phase. If such a hindrance lasts longer than three months, each party is entitled to withdraw from the contract, however the Purchaser only after a corresponding warning. In such case, any consideration that has already been paid shall be reimbursed immediately.

4.4 The obligation to deliver is subject to correct and timely delivery to us. In such a case we shall immediately inform the Purchaser that the ordered goods are not available and immediately refund any payment that has already been made.

4.5 If we are in default of delivery due to slight negligence, our obligation to compensate for damages caused by delay (damages in addition to performance) is limited to a maximum of 5% of the net purchase price of the delayed delivery. The liability for culpable injury to life, limb or health thereby remains unaffected. For liability for damages instead of performance, the liability regulations in accordance with section 6 of these sales conditions apply.

4.6 We are entitled to make partial deliveries to an extent that is reasonable for the Purchaser.

4.7 If the Purchaser is in default of acceptance or if they violate other obligations to cooperate, we are entitled to demand compensation for the resulting damage, including any additional expenses, unless the Purchaser provides proof that they are not responsible for the breach of duty. All further statutory claims thereby remain unaffected.

5. Warranty

5.1 The Purchaser's warranty rights require that they inspect the delivered goods for defects in accordance with the statutory regulation in Section 377 of the German Commercial Code (HGB) and notify of any defects immediately. The notification of defects must be made in writing.

5.2 If the Purchaser has properly complied with their notification obligations, they are entitled to the statutory warranty rights in the event of a defect, provided that the

choice of the type of supplementary performance is incumbent on us. Claims for damages exist only under the conditions agreed under item 6.

5.3 We are not liable for whether the delivery is suitable for a purpose envisaged by the Purchaser if this is neither contractually agreed nor corresponds to the contractually stipulated or customary use.

5.4 Claims due to defects become statute-barred one year after delivery of the goods. Notwithstanding this, the statutory warranty period of two years applies to claims for damages due to wilful or grossly negligent breaches of duty or culpable injuries to life, limb or health. The statute of limitations in the event of supplier recourse (recourse by the entrepreneur) remains unaffected.

6. Liability

6.1 We shall be liable in accordance with the statutory provisions insofar as the Purchaser asserts claims for damages based on intentional or gross negligence, including intentional or gross negligence on the part of our legal representatives, employees or other vicarious agents, or a culpable breach of a material contractual obligation. Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose fulfilment the Purchaser regularly relies and may rely. Insofar as we are not accused of intent or gross negligence, liability for damages in the aforementioned cases is limited to the foreseeable damage typical for the contract.

6.2 Liability for culpable injury to life, limb or health shall remain unaffected by the above limitations of liability; this shall also apply to mandatory liability under the Product Liability Act.

6.3 Unless otherwise regulated above, liability for damages is excluded regardless of the legal nature of the claim asserted. Item 4.5 shall apply in addition to liability for default.

6.4 The above provisions apply accordingly if the Purchaser requests reimbursement of wasted expenses instead of a claim for damages in lieu of performance.

6.5 Insofar as our liability for damages is excluded or limited, this also applies with regards to the personal liability for damages of our legal representatives, employees and vicarious agents.

7. Retention of title

7.1 We retain the title to the goods until all payments arising from the business relationship with the Purchaser have been received. If there is a current account relationship between the Purchaser and us, the retention of title also refers to the respectively recognised and/or causal balance.

7.2 The Purchaser is not entitled to pledge the reserved goods or to transfer them to third parties as security. The Purchaser must inform us immediately of attachment or other intervention by third parties. If the third party is not in a position to reimburse us for the legal and court costs incurred to avert the intervention, the Purchaser shall then be liable for our incurred loss.

7.3 The Purchaser has the right to sell the goods purchased to third parties in the ordinary course of business; however, they hereby assign any claims arising in relation to their purchaser or third parties through said sale to us to the amount of the sum total of the final invoice of our claims (including VAT). The Purchaser shall retain the authority to collect the claim even following such assignment. The right to collect the claim ourselves thereby remains unaffected. However, we undertake not to collect the claim as long as the Purchaser fulfills their payment obligations from the proceeds received and no application has been made to open insolvency proceedings against their assets. If these prerequisites no longer exist, we may demand that the Purchaser inform us of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and disclose such assignment to the debtors.

7.4 If the reserved goods are processed by the Purchaser, it is agreed that such processing takes place for us as the manufacturer and that we take ownership directly or, if the processing is made of materials from several owners or the value of the processed item is higher than the value of the reserved goods, that we acquire co-ownership of the newly created item in the ratio of the invoice value of the reserved goods to the invoice value of the newly created item. The Purchaser shall keep the new item in custody for us.

7.5 If the goods which are subject to retention of title are combined with other items to form a single item or inseparably mixed or blended and if one of the other items is to be regarded as the main item, the Purchaser shall transfer to us proportional co-ownership of the item or the total amount in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other mixed or blended items.

7.6 If the reservation of title or the assignment is not effective under the law applicable in the territory in which the goods are located, it is agreed that collateral shall be provided that is equivalent to the reservation of title or the assignment of the goods in said territory. If the cooperation of the Purchaser is necessary for its creation, they are obliged to take all reasonable measures (such as registration or publication requirements), which are necessary to establish and maintain such rights, at their own expense.

7.7 We undertake to release the securities to which we are entitled at the request of the Purchaser to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%; the selection of the securities to release is incumbent upon us.

8. Choice of law and jurisdiction

8.1 If the Purchaser is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contract is our place of business. For the Purchaser, this place of jurisdiction applies exclusively. However, we are also entitled to file suit against the Purchaser at their general place of jurisdiction.

8.2 The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.