

GENERAL TERMS AND CONDITIONS

I. Scope

1. Sale and delivery of all products distributed by **HA2 Medizintechnik GmbH (HA2)** in Germany and abroad occur exclusively on the basis of these General Terms and Conditions (GTC). They shall be deemed as accepted on placement of an order or acceptance of delivery by the customer or its vicarious agents.
2. This also applies to future transactions and deliveries between the same parties without the need for further notification in this respect.
3. Our terms and conditions shall also apply if contrary indications of the customer or supplier to its or other business or purchasing conditions exist. These are hereby expressly contradicted, unless **HA2** has expressly agreed to deviating terms and conditions of this nature in writing.
4. Individual agreements between the parties which conflict with the general terms and conditions remain unaffected by the terms and conditions laid down here.
5. Should individual provisions be or become ineffective, the remaining provisions shall not be affected by this.

II. Order and order acceptance

1. Our offers are non-binding. Orders are only binding for us if we confirm them in writing or by fax or email, or if we comply with you by sending the goods. Verbal ancillary agreements, amendments, supplements or assurances relating to offers or written contracts only become effective with written confirmation.
2. Deviations of the ordered or delivered items from the order, especially with regard to material and design, are expressly reserved in the context of technical progress.
3. In the case of transactions that are realised in several individual deliveries, each delivery is considered a separate transaction.

III. Prices

1. Prices apply ex works without packaging plus VAT at the respective statutory rate.
2. If dependence of the price on part weight is agreed, the final price is derived from the weight of the approved default pattern.

IV. Terms of delivery, transfer of risk, packaging, shipping

1. Delivery dates or deadlines are only valid with an explicit written agreement. Fulfilment of the delivery obligation on the part of **HA2** requires the timely and proper fulfilment of customer obligations. We reserve the right to plead the defence of failure to fulfil the contract.
2. If delivery delays occur due to force majeure or events that make it considerably more difficult or even impossible for **HA2** to fulfil delivery obligations on time, **HA2** shall not be responsible for these, even in the case of assured and binding deadlines.
3. The risk of damage, deterioration, destruction or loss of the goods is transferred to the customer

as soon as the consignment has been handed over to the person realising transport or has left the **HA2** factory or warehouse for the purpose of shipping. If shipment is delayed at the request of the customer or for reasons for which the customer is responsible, the risk shall be transferred to the customer upon notification of the readiness for shipment of the goods.

4. The goods shall be insured against storage, breakage, transport and fire damage on the written request of the customer and at the expense of the customer.
5. Unless otherwise agreed, **HA2** shall choose the packaging and shipping method based on its own best discretion.
6. Special packaging (including pallets) which is not invoiced remains the property of the supplier. The customer is obliged to store this packaging carefully and cooperate free of charge with loading for the purpose of retrieval.
7. **HA2** reserves the right to charge the shipping costs incurred for order-related short quantities.

V. Terms of payment

1. All payments to **HA2** are to be made exclusively in euros.
2. Unless otherwise agreed, the purchase price must be paid net (without any deductions) within 30 days after date of invoice.
3. If payment dates are exceeded, interest to a level of 4% above the respective Bundesbank discount rate is charged, provided **HA2** does not prove higher debit interest.
4. Checks and rediscountable bills of exchange are only accepted on account of performance, and all associated costs are borne by the customer. Offsetting and assertion of a right of retention due to any customer counterclaims disputed by **HA2** are not permitted.
5. Failure to comply with terms of payment or circumstances that give rise to serious doubts as to the creditworthiness of the customer shall result in **HA2** receivables being immediately due. Moreover, **HA2** is entitled to demand advance payments for outstanding deliveries and to withdraw from the contract after a reasonable period of grace or claim compensation for non-performance, to prohibit the customer from reselling the goods and to retrieve unpaid goods at the expense of the customer.

VI. Moulds and devices

1. The price for moulds and devices also includes sampling costs, but not the costs for testing and processing equipment and changes initiated by the customer.
2. Unless otherwise agreed, **HA2** is and remains the owner of moulds and devices manufactured for the customer by **HA2** itself or a third party commissioned by it. These are only used for orders of the customer, provided the customer meets its payment and acceptance obligations. The obligation to store these on the part of **HA2** expires 2 years after the last part shipment from the mould.
3. If, as agreed, the customer becomes the owner of the moulds and devices, ownership is transferred to the customer following payment of the purchase price for the moulds and devices. The transfer of moulds and devices to the customer is replaced by a retention obligation on the part of **HA2**. Irrespective of the customer's statutory right to recover possession and the service life of the moulds, **HA2** shall be entitled to exclusive possession of the moulds until the acceptance of a

minimum quantity to be agreed upon and/or until the expiry of a certain period of time.

4. In the case of moulds and devices pursuant to 3 which are owned by the customer and/or moulds and devices provided on loan by the customer, the liability of **HA2** with regard to storage and care is limited to the care it takes in its own affairs. Costs for maintenance and insurance are borne by the customer. Obligations on the part of **HA2** expire if the customer does not collect the moulds after completion of the order and a corresponding request. **HA2** has a right of retention in all cases if the customer has not fulfilled its contractual obligations in full.

VII. Material provision

1. If materials are delivered by the customer, they must be delivered on time and in perfect condition at the customer's own expense and risk with a reasonable quantity surcharge of at least 5%.
2. The delivery time shall be extended accordingly if these conditions are not met. The customer shall bear the additional costs incurred for production interruptions, except in cases of force majeure.

VIII. Retention of title

1. Goods remain the property of **HA2** until the fulfilment of all its claims in relation to the customer. Prior pledging or chattel mortgaging of the goods by the customer is prohibited. **HA2** is entitled to take back the delivered goods in the event of breach of contract by the customer, particularly default of payment.
2. The customer is entitled to sell on the goods in the ordinary course of business. However, it hereby assigns to us all claims to the level of the invoiced amount of our claim which it accrues from the resale to its customers or third parties. We accept this assignment. The customer remains authorised to collect this claim, even after the assignment. Our authority to collect the claim itself remains unaffected in this regard. However, we undertake not to collect the claim as long as the customer meets its payment obligations from the newly collected proceeds and does not default on payment and, in particular, where no application for settlement or insolvency proceedings has been filed or a cessation of payment exists. If, however, this is the case, we can demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over relevant documents and notifies the debtor of the assignment.
3. Treatment and processing by the customer is realised to the exclusion of acquisition of ownership, and **HA2** remains the owner of the resulting object.
In the case of intended processing, combining or mixing, assignment is realised to the level of the invoice value of the goods used.
4. If **HA2** exercises its retention of title by taking back reserved goods in accordance with the above provisions, it shall be entitled to sell the goods on the open market or have them auctioned. Taking back of the reserved goods shall occur at the level of the proceeds obtained, but at the most at the level of the agreed delivery prices. Further claims for damages, in particular for lost profits, remain reserved.

IX. Liability for defects

1. The customer is obliged to inspect the products received from **HA2** immediately after delivery and to report any defects or delivery errors immediately or within one week of receipt of the



goods at the latest. Defects which, even after thorough inspection of the goods within one week of their receipt, cannot be detected must be reported in writing immediately after detection, but no later than 6 months after receipt of the goods, and this written report must be accompanied by the delivery note attached to the consignment in question.

2. A failure to observe the instructions for use or instructions on the packaging of the goods or to store and use the goods as intended will render any warranty null and void, unless this contravenes any legal provisions.
3. If **HA2** has advised the purchaser, it only bears liability for the functionality and suitability of the delivery in the case of express written assurance.
4. In the case of a justified complaint of defects – whereby the quality and design of the default patterns approved by the customer in writing are decisive – **HA2** shall be entitled to remedy the defect or provide a replacement free of charge at its discretion. Replaced parts must be returned to **HA2** on request.
5. Unilateral reworking and improper handling will result in the loss of all warranty claims. The customer is only entitled to realise improvements in order to ward off proportionally greater damage or in the case of a delay in the remedying of defects after prior notification of **HA2** and to demand compensation for proven reasonable costs involved.
6. In particular, our liability for all breaches of duty relating to the performance of a contract, regardless of the legal grounds, is limited to compensation for direct, reasonably foreseeable damage, but not greater than 7.5% of the net order value and under no circumstances liability for damage resulting from business interruption and loss of production, in particular lost profits, and for increased product costs or costs for production capacity reserved in vain.
7. The aforementioned limitation of liability does not apply in the event of intent or gross negligence on the part of our bodies. Liability under the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.

X. Return of goods

1. **HA2** only accepts the return of goods in exceptional, well-founded cases. Taking back of goods requires explicit written consent, without which no credit can be issued for returned goods.
2. The value to be reimbursed for the return of goods depends on the age, condition and resalability of the goods. Goods which can no longer be resold and individually manufactured products are excluded from the return of goods.
3. Risks relating to costs for the transport of returned goods are borne by the buyer.

XI. Intellectual property, property rights

1. We reserve the rights of ownership and copyrights to illustrations, plans, drawings, drafts, design proposals, calculations and other documents attached to **HA2** offers or which are forwarded to the customer in the context of cooperation.
The customer requires the written consent of **HA2** for any transfer to third parties.
2. If **HA2** must deliver according to drawings, models or samples of the customer, the latter must guarantee that this does not violate the property rights of third parties. The customer must indemnify **HA2** against the claims of third parties and provide compensation for resulting

damage. If the latter is prohibited from producing or delivering by a third party on the basis of a property right belonging to it, **HA2** is entitled to terminate the work without checking the legal situation.

XII. Export and Domestic Distribution

1. Prior written consent is required for the sale, shipment, and export of goods produced by **HA2** to Canada, the USA, Japan, Brazil, and China. We reserve the right to assess a contractual penalty in the event that goods are traded on these markets without our written consent.
2. Each reseller is obliged to maintain the traceability of its end customers so that, in the event of a recall pursuant to the EC Medical Devices Directive of 14 July 1993 (93/42/EEC), its consumers can be addressed directly and the corresponding medical device can be withdrawn from the market. This obligation also continues to apply to the period after termination of business relationships.
3. Deliveries and services are subject to the condition that performance is not opposed by national or international regulations, in particular, but not limited to, export control regulations, embargos, or other sanctions. The contracting parties covenant to provide any and all information and documentation required for the export/shipment/import. Delays resulting from export assessments or approval procedures render deadlines and delivery periods ineffective. If the required permits are not issued, the contract shall be deemed as not concluded with regard to the ordered goods; damage compensation claims related to these delays and overruns of the aforementioned deadlines are precluded.

XIII. General Obligations of the Dealer and the Customer (Art. 14 MDR)

All dealers and customers who procure products from **HA2** and in turn offer these products on the market or distribute them commercially are subject to the general obligations of Art. 14 MDR.

XIV. Place of performance, place of jurisdiction and applicable law

1. The place of performance for all obligations arising from contractual relationships between **HA2** and the customer is the registered office of our company.
2. The place of jurisdiction is the **HA2** headquarters or the registered office of the customer, the choice of which is at the discretion of **HA2**. This also applies to document, bill of exchange and cheque processes.
3. The law of the Federal Republic of Germany applies to these terms and conditions and the entirety of contractual relationships between the parties. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is hereby excluded.