

1. Scope

These General Terms and Conditions of Sale and Delivery (GTC) apply to all deliveries and services (hereinafter referred to as contractual products) which we (Söring GmbH) provide to our customers or recipients of services (hereinafter referred to as "customer"). Our GTC apply exclusively. Any other terms and conditions of the customer whose content deviates from or contradicts our GTC shall not apply.

2. Offers, offer documents, conclusion of contract

- 2.1. Our offers are subject to confirmation. Technical descriptions and other details in offers, brochures and other information do not imply any assumption of guarantee ("Garantie") and only become part of the contract if they have been agreed as defining the quality of the contractual product.
- 2.2. Offers or offer documents prepared by us may not be handed over to competitors or their employees, either temporarily or permanently, either in the original or in reproductions, without our consent.
- 2.3. In the interest of further technical and medical development, we reserve the right to modify the design and execution of contractual products even after acceptance of the order, provided that the interests of the customer are not unreasonably impaired thereby and the modification is customary in the trade.

3. Price, delivery conditions

- 3.1. The agreed prices are net ex warehouse Söring GmbH, Quickborn (FCA Söring GmbH, Justus-von-Liebig-Ring 2, 25451 Quickborn, Germany - Incoterms as amended from time to time) plus taxes at the respective statutory rate.
- 3.2. Costs for packaging, freight, customs duties, public charges and insurance shall be borne by the customer.
- 3.3. Subject to express agreements to the contrary, we are entitled to make partial deliveries, insofar as this is reasonable for the customer.

4 Delivery dates, delay

- 4.1. A prerequisite for compliance with an agreed delivery date is the timely fulfilment of the contractual obligations assumed by the customer, in particular the performance for the agreed payment and, if applicable, the provision of agreed securities.
- 4.2. Fixed delivery dates shall only be deemed to have been agreed after express written confirmation by Söring GmbH. Delivery periods shall commence on the date of conclusion of the contract, but not before all details of the order have been clearly clarified with the customer and any necessary certificates have been provided. They shall be deemed to have been met with the timely notification of readiness for dispatch if the contractual products cannot be dispatched on time for reasons for which we are not responsible.
- 4.3. If a delivery date agreed as binding is exceeded, the customer may only claim damages instead of performance and/or withdraw from the contract if he has previously set us a reasonable grace period of at least 2 weeks in writing. A grace period is not required if the performance owed is impossible (§ 275 BGB) or the setting of a grace period is dispensable in accordance with the relevant statutory regulations. The burden of proof for this shall be borne by the customer.
- 4.4. In the event of late delivery, we shall only be liable for damages in accordance with section 13 (Liability) of these GTC.
- 4.5. In the event of force majeure, the party affected shall be entitled to postpone the performance of its obligation without compensation. "Force Majeure" means the occurrence of an event or circumstance which prevents a Party from performing one or more of its obligations under the Contract if and to the extent that the Party affected by the hindrance proves that: (a) such hindrance is beyond its reasonable control; and (b) it was not reasonably foreseeable at the

time of entering into the Contract; and (c) the effects of the hindrance could not reasonably have been avoided or overcome by the affected party (for example, governmental action, epidemics, riots, strikes, lockouts, fires, machinery breakdowns, shortages in material or energy supply or logistics services and logistics infrastructure, transport hindrances). The party invoking a case of force majeure is obliged to notify the other party of such circumstances without undue delay when it becomes aware of them. If delayed performance due to the aforementioned events is unreasonable for a party, that party shall be entitled to withdraw from the contract.

5. Dispatch, transfer of risk

- 5.1. Shipment and transport shall be at the risk of the customer. The risk shall pass to the customer as soon as the consignment has been made available by us to the forwarding agent, carrier or shipping agent (FCA Söring GmbH, Justus-von-Liebig-Ring 2, 25451 Quickborn, Germany, see section 3.1).
- 5.2. If the customer is in default of acceptance, we shall be entitled to demand reimbursement of the expenses incurred by us; the risk of accidental deterioration and accidental loss shall pass to the customer upon occurrence of the default of acceptance.

6. Terms of payment

- 6.1. Unless otherwise agreed in writing, payments for invoices from sales transactions shall be made within 14 days of receipt of the invoice less 2% discount or within 30 days net. Payments for invoices from rental transactions, repair, assembly and services are to be made net within 30 days of receipt of the invoice. The timeliness of the payment depends on the receipt of the money by us. Bills of exchange and cheques shall only be deemed to be payment after they have been honoured and shall be accepted without any obligation to present and protest them in due time.
- 6.2. We are entitled to demand default interest of 9 percentage points above the base interest rate p.a. and a lump-sum payment of EUR 40.00 from the occurrence of the default in payment, without prejudice to the possibility of claiming higher, actual damages. We reserve the right to charge statutory interest on arrears.
- 6.3. The customer shall only be entitled to rights of set-off and retention if and to the extent that its counterclaims are either in a reciprocal relationship (§ 320 BGB) to the claims asserted by us or have been legally established, are undisputed or have been recognised by us. In addition, the customer is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

7. Place of performance

The place of performance for all mutual obligations, including warranty obligations, is the registered office of Söring GmbH in Quickborn, Germany.

8. Retention of title

- 8.1 We always deliver subject to retention of title. The following regulations apply in addition to the law.
- 8.2. All contractual products delivered shall remain our property (goods subject to retention of title) until complete fulfilment of all claims arising from an ongoing business relationship, irrespective of the legal grounds.
- 8.3. The customer is only entitled to further process the goods subject to retention of title with other items and to mix or resell them within the scope of proper business operations and as long as he is not in default; the customer shall not be permitted to pledge, assign or cede them as security. The processing or treatment of the reserved goods by the customer shall always be carried out on our behalf without any obligations arising for us from this. We shall be entitled

to ownership of the new items in their respective state of treatment or processing. If the reserved goods are processed, treated, mixed or combined with other products not belonging to us, we shall be entitled to co-ownership of the new item in the ratio of the invoice price of the reserved goods to the invoice price of the other products.

- 8.4. The customer's claims from the resale of the reserved goods are hereby already assigned to us. We accept this assignment already now. The claims serve as security to the same extent as the reserved goods. Assignments within the meaning of this paragraph shall always be made only up to the amount of the invoice price of the reserved goods. The customer is authorised to collect the assigned claims until revocation by us, which is permissible at any time.
- 8.5. We must be notified immediately of any seizure or other access to the reserved goods by a third party. All intervention costs shall be borne by the customer insofar as they cannot be collected by the third party. If the customer defers the purchase price to his customer, he shall reserve the title to the reserved goods vis-à-vis the latter under the same conditions under which we reserved the title upon delivery of the reserved goods. Otherwise, the customer shall not be authorised to resell the goods.
- 8.6. If the objective conditions for the obligation to file for insolvency exist in the customer's case, the customer must refrain from any disposal of the goods subject to retention of title, irrespective of the type, without a corresponding request being required. The customer is obliged to notify us immediately of the stock of goods subject to retention of title. In this case, we shall also be entitled to withdraw from the contract and to demand the return of the reserved goods. If the reserved goods have been processed, treated, mixed, blended or combined with other products, we shall be entitled to demand that they be handed over to a trustee; the customer shall be obliged to inform us of all co-owners of the reserved goods with their company name or name, address and co-ownership share. The same shall apply mutatis mutandis to claims which have been assigned to us in accordance with the above paragraphs; in addition, the customer shall, without being requested to do so, provide us with copies of the names and addresses of all debtors and the documents evidencing the claims against them.

9. Rights to software

- 9.1. All software remains our property. Software, documentation and subsequent supplements may not be made accessible to third parties without our prior written consent and may not be copied or duplicated in any other way - even for our own purposes subject to a backup copy.
- 9.2. A non-exclusive and non-transferable right of use for the internal operation of the contractual products for which software is supplied shall be granted for software and associated documentation and subsequent supplements. For software and documentation which are produced on behalf of the customer and are part of our delivery, the customer shall be granted individual licences for end customers in the desired number to the extent of a non-exclusive and non-transferable right of use. The time limit of the right of use granted shall be regulated in the individual case. If there is no provision to this effect, the right of use shall expire one year after it has been granted.
- 9.3. As a rule, source code shall not be made available unless agreed on in the individual case in a separate written agreement.

10. Installation and commissioning

- 10.1. At the customer's request, we shall undertake the installation and commissioning of the contract products delivered by us against reimbursement of travel expenses and payment of the hourly rates of Söring GmbH applicable at the time. Travel and waiting times shall be charged as working time. The customer shall provide our employees with the necessary auxiliary staff at his own expense.
- 10.2. Any official permits required for the construction and

operation of the contractual items delivered by us shall be provided by the customer.

11. Warranty

- 11.1. The customer must inspect the goods immediately after delivery at his own expense and notify us in writing of any recognisable defects (incl. incorrect deliveries or short quantities) immediately, at the latest within a preclusive period of seven days. Hidden defects must be reported to us in writing immediately after discovery. Otherwise the goods shall be deemed to have been approved.
- 11.2. After prior written agreement with us, the customer shall return a rejected contractual product in appropriate packaging (preferably in original packaging) for inspection to an address specified by us. In the event of a justified and timely notice of defect, we shall remedy the defects by way of supplementary performance at our discretion by remedying the defect or delivering a defect-free item; in doing so, we shall only bear the costs necessary for the purpose of supplementary performance.
- 11.3. If the customer has taken the contractual product to a place other than the place of performance and the costs of subsequent performance increase as a result, the customer shall bear the difference based on this.
- 11.4. Unless otherwise agreed, the contractually owed quality of the contractual product results exclusively from our product specifications, which were the subject matter at the time of conclusion of the contract. All information about our products, in particular the illustrations, drawings, details of weight, dimensions and performance contained in our offers and printed matter, are to be regarded as approximate average values. They are not a guarantee ("Garantie") of quality, but descriptions or identifications of the contractual products. Unless limits for deviations have been expressly agreed in the order confirmation, deviations customary in the industry are permissible in any case.
- 11.5. The limitation period for claims for defects in new contractual products is 12 months, starting from the transfer of risk. If parts are replaced, repairs are made or services are provided not merely as a gesture of goodwill, but expressly by way of rectification of the contractual product, the limitation period for defect claims based on the replaced parts or the repairs made shall be 6 months, but it shall run at least until the expiry of the original warranty period of the contractual product. Replaced parts become our property.
- 11.6. The above limitation periods (Clause 11. 5) do not apply to claims for damages of any kind - including claims for damages based on the fact that we are in default with a remedy owed by us. Instead, the statutory limitation periods shall apply to all claims for damages.
- 11.7. Wear and tear, as well as malfunctions or damage to contractual products caused by improper operation (including overloading) or by modifications to the contractual product by the customer (e.g. by replacing parts) or the use of consumables that do not comply with the original specifications and our specifications do not constitute defects that would lead to claims for defects.
- 11.8. The customer shall only be entitled to withdraw from the contract or reduce the purchase price if the legal requirements for this are met.

12. Maintenance, repairs

- 12.1. Maintenance or repairs to original contractual products requested by the customer within and outside our warranty obligation must be ordered separately by the customer in writing from Söring Customer Service.
- 12.2. Such contractual products shall be cleaned by the customer prior to dispatch and, in the event of actual or potential contamination with pathogens or other substances that may be harmful to health, sterilely processed. Such contractual products shall be properly packaged and delivered to the delivery address specified by Söring Customer Service. We have the right to refuse to accept uncleaned contractual products. The resulting costs shall be borne by the

- customer.
- 12.3. In the case of such contractual items which are part of the maintenance or repair order, the transfer of risk to us shall only take place upon acceptance at our premises.
- 13. Liability**
Claims for damages of any kind against us and our legal representatives and vicarious agents are excluded, unless in case of intent or gross negligence or the breach of an essential contractual obligation. An essential contractual obligation in this sense means any obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the customer may regularly rely. Except in the case of intent, however, liability shall be limited to compensation for the foreseeable damage typical for the contract. The above limitations and exclusions of liability do not apply to liability under the Product Liability Act or to cases of injury to life, limb or health. If the customer does not assert a claim for damages but a claim for reimbursement of expenses (§ 284 BGB), all provisions of this clause 13 shall apply accordingly.
- 14. Disposal**
The customer must observe our information accompanying the goods when disposing of the contractual products and ensure that they are disposed of properly in accordance with the statutory regulations.
In the event of disposal, the customer is obliged to send us the proof of disposal of the certified disposal company in writing and without delay. If the customer wishes us to dispose of the contractual products, we will do so free of charge. Disposal by us requires coordination with the Söring customer service. In this case, the customer shall deliver the contractual product to be disposed of to our company headquarters in Quickborn, cleaned and free of contamination, at his own expense and freight paid. If the contractual products to be disposed of are not cleaned or are delivered to us unannounced, we have the right to refuse acceptance. The resulting costs shall be borne by the customer.
- 15. Reporting obligations, resale**
15.1. The customer is obliged to notify us immediately in writing of all suspected serious incidents involving our products within the meaning of Regulation (EU) 2017/745 on medical devices, irrespective of whether they are reportable to authorities under the applicable regulations for medical devices. This also includes the obligation to hand over the affected products to us for examination purposes upon request.
15.2. The customer must notify us immediately of any resale or other transfer of our products, naming the purchaser or recipient, or must ensure by other suitable measures that we can obtain information about the whereabouts of our products at any time.
15.3. In the event of resale or other transfer of our products, the customer shall ensure appropriate instruction in their proper use.
15.4. In the event of the resale of our products, the customer shall take appropriate measures to ensure that we can assume that all applicable statutory provisions, in particular those for medical products, are complied with during and after the sale. This includes the provisions for disposal (see clause 14).
- 16. Confidentiality, data protection**
16.1. Unless expressly agreed otherwise in writing, information submitted to us in connection with orders shall not be deemed confidential unless confidentiality is evident.
16.2. We would like to point out that we store personal data related to our business relationship with you and make it available to our organisation for the purpose of customer care.
- 16.3. In the case of contractual products where Söring is deemed to be the manufacturer, we reserve ownership rights and copyrights to illustrations, drawings, calculations, descriptions and other documents.
- 17. Choice of law; settlement of disputes**
17.1. 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.
17.2. In the event of a dispute, the parties are invited to settle the dispute through amicable negotiations.
17.3. If the customer has its registered office in the EU or in the European Economic Area or in Switzerland, the exclusive place of jurisdiction shall be at our registered office if the customer is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany.
If, on the other hand, the customer has its registered office outside the EU, the European Economic Area and Switzerland, the Arbitration Court of the German Institution of Arbitration (DIS) shall have exclusive jurisdiction for all disputes arising from and in connection with the contracts concluded under these General Terms and Conditions and shall decide finally and to the exclusion of the ordinary course of law. The place of arbitration shall be Hamburg, the language of the proceedings shall be German. The arbitral tribunal shall be guided in the taking of evidence by the usual practices of proceedings in German state courts. Procedural principles of common law, such as in particular the production of documents (so-called document production), shall not apply directly or mutatis mutandis. In analogous application of § 139 para. 1 sentence 1 and sentence 2 ZPO, the arbitral tribunal is expressly authorised to discuss the factual and contentious relationship with the parties, as far as necessary, according to the factual and legal side and to ask questions. It shall have the effect of ensuring that the parties explain themselves fully and in good time on all relevant facts, in particular supplement insufficient information on the facts asserted, designate the evidence and make the relevant submissions. The parties shall also expressly authorise the arbitral tribunal to make settlement proposals at any stage of the proceedings. To the extent that a party may have to reimburse the other party for legal fees in connection with the arbitration proceedings, such fees shall be limited to those billable under the German Lawyers' Fees Act (Rechtsanwaltsvergütungsgesetz, RVG).
- 18. Transferability of rights, written form**
18.1. The Client's rights under this Agreement are not transferable.
18.2. Subsidiary agreements, reservations, amendments and supplements must be in writing.

Status: 07/2023