

General Terms and Conditions of Purchase

§ 1 General - Scope of application

(1) These terms and conditions of purchase apply exclusively and only to entrepreneurs. Any terms and conditions of the supplier that conflict with or deviate from these terms and conditions of purchase shall not be recognised.

(2) These terms and conditions of purchase shall also apply if the purchaser accepts the delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these terms and conditions of purchase.

(3) All agreements made between the purchaser and the supplier for the purpose of executing this contract shall be laid down in writing in this contract.

(4) For future contracts with the supplier for the delivery of similar goods, the following general terms and conditions constitute a framework agreement so that they become an integral part of future contracts even if the purchaser does not make separate reference to them when the contract is concluded.

§ 2 Offer - Offer Documents

The purchaser reserves ownership rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without express written consent. They are to be used exclusively for production on the basis of the order. After the order has been processed, they are to be returned to the customer without request. They must be kept secret from third parties.

§ 3 Prices - Terms of Payment

(1) The price stated in the order is binding. Unless otherwise agreed in writing, the price includes delivery "free domicile", including packaging. The return of the packaging requires a special agreement.

(2) The statutory value-added tax is included in the price. Invoices can only be processed by the purchaser if they – specify the order number stated in the order in accordance with the specifications in the order. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

(3) Unless otherwise agreed in writing, the purchaser shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days from receipt of invoice.

§ 4 Delivery time

(1) The delivery time stated in the order is binding. The timeliness of the delivery is determined by the receipt of the goods at the delivery address stated in the order.

(2) The supplier is obliged to inform the purchaser immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery time cannot be met.

(3) In the event of a delay in delivery, the customer is entitled to claim a flat-rate damage caused by default in the amount of 0.5% of the net delivery value per full day of the delay, but not more than 10% in total. Further legal claims (withdrawal and damages instead of performance) remain reserved. The supplier shall be at liberty to prove that no damage or significantly lower damage was incurred as a result of the delay.

§ 5 Transfer of Risk - Documents - Delivery

(1) Unless otherwise agreed in writing, delivery shall be free domicile. All items are always shipped and transported at the supplier's risk.

(2) The supplier is obliged to specify exactly the order number stated by the purchaser on all shipping documents and delivery notes. If he fails to do so, the purchaser is not responsible for delays in processing.

(3) Goods are to be packed and transported in such a way to prevent damage. When supplying medical products, the supplier is responsible for ensuring that the means of transport used are always clean and hygienically sound.

§ 6 Inspection of Defects - Liability for Defects

(1) The customer is obliged to inspect the goods for any deviations in quality and quantity within a reasonable period under the conditions of § 377 HGB (German Commercial Code).

In any case, a complaint is in due time provided that it takes place within a period of 7 working days, calculated from receipt of the goods at the destination specified in the order or, in the case of hidden defects, from the time of discovery. Timely dispatch of the notification shall suffice for compliance with the deadline.

(2) The purchaser shall be entitled to the statutory claims for defects in full. In any case, the purchaser shall be entitled to demand rectification of the defect or delivery of a new item from the supplier at its own discretion. The right to damages, in particular to damages in lieu of performance, is expressly reserved.

(3) The purchaser is entitled to remedy defects himself at the supplier's expense if there is imminent danger or a particular urgency.

(4) The limitation period is 36 months, calculated from the transfer of risk.

(5) If the purchaser withdraws from the contract due to defects in the goods, the supplier shall be obliged to pay a lump-sum compensation amounting to 10% of the net delivery value, unless he can prove that no damage has occurred at all or that the damage is significantly lower than the lump sum. The purchaser reserves the right to claim further damages.

§ 7 Product Liability - Indemnification

If the supplier is responsible for product damage, he is obliged to indemnify the purchaser against claims for damages of third parties on first demand insofar as the cause is within his sphere of control and organisation and he is liable in the external relationship.

§ 8 Industrial Property Rights

(1) The supplier guarantees that no rights of third parties are infringed upon in connection with his delivery.

(2) If claims are made against the purchaser by a third party for this reason, the supplier shall be obliged to indemnify the purchaser against these claims upon first written request.

(3) The supplier's obligation to indemnify shall apply to all expenses necessarily incurred by the purchaser from or in connection with claims by a third party.

(4) The limitation period is ten years, calculated from the conclusion of the contract.

§ 9 Confidentiality - Contractual Penalty

(1) The supplier undertakes to maintain confidentiality about the order, its contents and all information provided by the purchaser in this regard, about business and trade secrets concerning the purchaser, about the cooperation with the purchaser and the services that the supplier provides for the purchaser - in particular the order and its

– contents. This obligation shall continue to apply through the execution of this contract.

(2) For each individual culpable breach of this obligation, the supplier is obliged to pay a lump-sum contractual penalty of € 5,000, excluding the plea of continuation. Further rights and claims are reserved.

§ 10 Place of Jurisdiction - Place of Performance - Applicable Law

(1) Place of performance is the place of business of the customer.

(2) The place of jurisdiction for all disputes arising from the contractual relationship is Prien am Chiemsee, provided that the supplier is a merchant, a legal entity under public law, a special fund under public law or has its registered office abroad. This shall also apply if, after conclusion of the contract, the supplier moves his place of residence or usual domicile out of the area of application of the Federal Republic of Germany or his place of residence or usual domicile cannot be determined at the time the action is filed.

(3) German law shall apply exclusively to the exclusion of the laws governing the international sale of movable goods.

§ 11 Severability Clause

Insofar as general terms and conditions of business have not become part of the contract or are invalid in whole or in part, this shall not affect the validity of the remainder of the contract. In this case, the content of the contract is governed by the relevant legal provisions.