Terms and Conditions

English translation for information purposes only. Pursuant to Section 29, the German version is exclusively authoritative; in the event of any discrepancy, the German version shall prevail.

Section 1 Applicable Law

(1) These General Terms and Conditions ("GTC") shall apply to all our business relationships with our customers ("Customer"), provided that the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB) (Unternehmer), a legal entity under public law, or a special fund under public law. The legal relationships between the Customer and us shall, unless expressly agreed otherwise in writing, be governed exclusively by German law and the following terms, which shall in any event take precedence over any purchasing conditions of the Customer, even if we do not expressly object to them again. The international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG), is excluded. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall become part of the contract only if and to the extent that we have expressly agreed to their applicability. This shall also apply where the Customer has referred to its GTC and we have not expressly objected thereto. The term "purchase price" shall, for the purposes of these GTC, also include remuneration for work and services.

(2) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information contained in our order confirmation shall take precedence over these GTC.

(3) Trade clauses shall, in case of doubt, be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC), in the version applicable at the time the contract is concluded.

Section 2 Conclusion of Contract

(1) All offers, prices and other undertakings are non-binding (*freibleibend*), unless expressly stated otherwise. All agreements shall only become binding upon us after our written confirmation. Collateral agreements and amendments likewise require our written confirmation. Documents pertaining to the offer, such as illustrations, drawings, weight and dimension data, are only approximate, unless expressly designated as binding.

(2) The Customer's order of goods shall constitute a binding offer to conclude a contract. Unless otherwise apparent from the order, we shall be entitled to accept this contractual offer within 4 (in words: FOUR) weeks of its receipt by us.

(3) We shall decide at our sole discretion whether to carry out special labelling (*Sonderbeschriftung*); the Customer shall have no claim thereto. Where we offer special labelling, this may only be commissioned as part of the original order; a subsequent commissioning after conclusion of the contract is excluded and shall only be possible by way of a separate agreement on special terms. This provision applies exclusively to products manufactured and supplied by us ourselves; for third-party products within the scope of separate cooperation or service agreements, the provisions agreed therein shall apply.

Section 3 Copyright and Exploitation Rights

We retain unrestricted ownership rights and all rights of exploitation under copyright law in cost estimates, drawings and other documents; they may not be made accessible to third parties without our prior consent. Drawings and other documents pertaining to offers must, if the order is not placed, be returned without delay or, insofar as they were provided in electronic form, be deleted without delay and their use discontinued; upon request, the deletion must be confirmed to us. We may make the Customer's documents accessible to such third parties to whom we permissibly transfer the supply or individual partial performances.

Section 4 Design and Form Changes; Protective Devices

In the interest of technical and medical progress, we reserve the right to make design and form changes up to delivery, provided that the Customer's interests are not thereby unreasonably impaired. Protective devices shall be supplied insofar as this is legally required or expressly agreed. The generally recognised state of the art shall apply to all supplies and services, insofar as it is relevant to the safety of the supplies or services. Deviations are permissible insofar as the same level of safety is ensured in another manner.

Section 5 Delivery Periods

(1) The delivery period shall be agreed individually or specified by us upon acceptance of the order.

(2) Compliance with an agreed delivery period presupposes the timely receipt of all documents, necessary permits and approvals to be provided by the Customer, compliance with the agreed payment terms, and other obligations. The delivery date is deemed to have been met if the goods have left our plant by its expiry or readiness for dispatch has been notified. If we are responsible for exceeding a delivery date, the Customer may withdraw from the contract after having sent us a written demand for performance and granted us a reasonable additional period for performance, which has lapsed without effect. Claims for damages by the Customer presuppose the expiry of the additional period. In all other respects, Section 18 of these GTC shall apply to our liability; in the case of simple negligence, the damages recoverable pursuant to Section 18(2) sentence 2 for delay in delivery shall be limited in amount to the value of the delayed delivery, insofar as this does not concern damages resulting from injury to life, body or health.

(3) Insofar as we are unable to comply with binding delivery periods for reasons for which we are not responsible (unavailability of performance), we shall inform the Customer thereof without delay as soon as this becomes known to the department responsible for order processing. Unavailability of performance exists, for example, in the event of a failure of our supplier to deliver to us in time where we have concluded a congruent covering transaction (*kongruentes Deckungsgeschäft*), in the event of other disruptions in the supply chain, for instance due to force majeure, or where we are not obliged to procure the goods in the individual case. In the event of force majeure and other unforeseeable, extraordinary circumstances for which we are not responsible – e.g. difficulties in the procurement of materials, plant closures, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties, etc., even if they occur at sub-suppliers – the delivery period shall be extended by a reasonable period, if we are thereby prevented from timely fulfilment of our obligation. If the performance is still not available even within the new delivery period, we shall be released from the delivery obligation. If the delay in delivery for which we are not responsible lasts longer than three months, the Customer shall be entitled to withdraw from the contract. If the delivery period is extended or we are released from the delivery obligation, the Customer may not derive any claims for damages therefrom.

(4) The Customer's rights pursuant to Sections 16, 18 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

Section 6 Export Control and Sanctions

The validity of our order confirmations as well as the fulfilment of our delivery obligations are subject to the proviso that no obstacles arise under national or international provisions of foreign trade, customs and sanctions law, in particular the embargo and sanctions provisions of the European Union and the Federal Republic of Germany applicable from time to time. If official authorisation is required, this shall be applied for by us; the delivery period shall be extended by the duration of the authorisation procedure. If the required authorisation is refused or if the delivery is otherwise not legally permissible for reasons of sanctions law, we shall be entitled to withdraw from the contract. Claims for damages by the Customer arising therefrom are excluded.

Section 7 Prices and Electronic Invoicing

(1) The price calculation shall be based on the prices applicable on the day of delivery. Unless otherwise agreed in the individual case, our prices are quoted unpacked in EUR ex works Neuhausen ob Eck, Kreis Tuttlingen, excluding value added tax and excluding freight. These costs shall be borne additionally by the Customer, irrespective of whether they are separately shown on the invoice.

(2) Insofar as suitable digital contact information of the Customer is available to us and nothing to the contrary has been contractually agreed, we may also deliver the invoicing documents to the Customer electronically (e-invoice).

Section 8 Payments

(1) Our invoices are payable – unless otherwise agreed – net within 10 days of invoicing. Upon expiry of the aforementioned payment period, the Customer shall be in default. All payments shall be made to us free of charge; costs and fees incurred shall be borne by the Customer. Payments shall first be applied to cover costs and interest and then to settle the oldest invoice. We shall be entitled, from the first day of default, to charge interest at the statutory interest rate applicable from time to time (Section 288(2) BGB) and reminder fees as well as statutory lump sums (Section 288(5) BGB). Repair invoices are payable immediately and without deduction. We do not accept bills of exchange or cheques as means of payment.

(2) We reserve the right to assert further damages caused by default. As against merchants (*Kaufleute*), our claim to interest on commercial claims from the date of maturity (*kaufmännischer Fälligkeitszins*, Section 353 of the German Commercial Code (HGB)) shall remain unaffected.

(3) Any customs duties, fees, taxes and other public charges shall be borne by the Customer.

(4) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is at risk due to the Customer's lack of ability to perform, we shall be entitled, in accordance with the statutory provisions, to refuse performance and – if necessary after setting a deadline – to withdraw from the contract.

Section 9 Advance Payments and Security

If, without this having been agreed in the contract, delivery is to be made abroad, or if, after conclusion of the contract, a substantial deterioration in the Customer's financial circumstances occurs, or if reasonable doubts arise as to the Customer's ability or willingness to pay, we shall be entitled, at our discretion, to demand advance payments or the provision of security in respect of our deliveries.

Section 10 Right of Set-Off and Right of Retention

The Customer shall only be entitled to set-off if its counterclaim has been established by a final and non-appealable decision or is undisputed. A right of retention shall only be available to the Customer if its counterclaim has been established by a final and non-appealable decision or is undisputed.

Section 11 Acceptance of Performance

If, after a reasonable additional period has been specified, no formal acceptance of performance (*Abnahme*) by the Customer takes place, we shall be entitled to withdraw from the contract or to demand damages for non-performance. Insofar as the delay in acceptance lasts longer than one month, the Customer shall pay 10% of the order amount per month, without deductions, as storage costs, limited in total, however, to a maximum of 6 months or until withdrawal or the assertion of damages for non-performance, whichever occurs first. The Customer shall have the right to prove that no damage or only significantly lower damage was incurred by us. Upon proof of higher storage costs, we shall be entitled to demand these. We shall be entitled to make use of a forwarding agent for storage. As damages for non-performance in the event of delay in acceptance, we shall be entitled to demand 25% of the order amount without deductions, unless the Customer proves that no damage at all, or damage not in the amount of the lump sum, was incurred.

Section 12 Partial Performances

We shall be entitled to fulfil orders by way of partial deliveries, which shall each be paid for separately within the periods specified in Section 8. If payment for a partial delivery is delayed, we may suspend further processing of the order.

Section 13 Transport and Passing of Risk

(1) Delivery shall be made ex works (Neuhausen ob Eck, Kreis Tuttlingen). At the request and expense of the Customer, the goods shall be dispatched to another destination (sale involving carriage of goods, *Versendungskauf*). Unless otherwise agreed, we shall be entitled to determine the mode of dispatch ourselves (in particular the transport undertaking, dispatch route, packaging). The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover. In the case of a sale involving carriage of goods, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall already pass upon delivery of the goods to the forwarding agent, the carrier, or the person or institution otherwise designated to carry out the dispatch. This shall apply irrespective of the delivery designation used (e.g. “free domicile”, *frei Haus*), unless a deviating allocation of risk is expressly agreed in the individual case. This shall also apply to partial deliveries. Insofar as acceptance has been agreed, this shall be decisive for the passing of risk. In all other respects, the statutory provisions of the law of contracts for work shall apply mutatis mutandis to an agreed acceptance. Default of acceptance by the Customer shall be deemed equivalent to handover or acceptance.

(2) If the Customer is in default of acceptance, fails to perform an act of cooperation, or if our delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to demand compensation for the damage arising therefrom, including additional expenses (e.g. storage costs). For this purpose, we shall calculate a lump-sum compensation in the amount of 0.5% of the agreed net price per calendar week, up to a maximum of 5% of the agreed price in total, or 10% in the event of final non-acceptance, commencing with the delivery period or – in the absence of a delivery period – with the notification of readiness for dispatch of the goods. Proof of higher damage and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum shall be credited against further monetary claims. The Customer remains entitled to prove that no damage at all, or only significantly lower damage than the aforementioned lump sum, was incurred by us.

(3) We are under no obligation to take out transport insurance.

Section 14 Retention of Title

(1) The goods shall remain our property (“goods subject to retention of title”) until full payment of all our present and, insofar as permissible, future claims arising from the contract. In the case of a current account, the retained title shall serve as security for our balance claim. The Customer may resell the goods subject to retention of title in the ordinary course of business, unless it is in default of payment or has suspended payments. It may not pledge the goods subject to retention of title or assign them as security. If the Customer resells goods in which we have retained title, it hereby already assigns to us, until settlement of all outstanding claims, the rights to which it is entitled against its customers arising from the resale, together with all ancillary rights, including any rights to separation or preferential satisfaction in insolvency. The Customer may collect the claims assigned to us, unless it is in default of payment, has suspended payments, or we revoke the collection authorisation where there is reason to do so. In such cases, we may demand that the Customer notify its customers of the assignment and provide us with all information and documents necessary for collection. If the value of the goods subject to retention of title, together with the other securities granted to us, exceeds our claim against the Customer by more than 20%, we shall, to that extent, be obliged to release securities upon the Customer's request. The Customer must notify us immediately if the goods subject to retention of title or the other rights granted to us are seized by third parties or if any other impairment of our rights is to be feared.

(2) The Customer must notify us in writing without delay if an application for the opening of insolvency proceedings is filed or if third parties seize access to goods belonging to us.

(3) In the event of conduct by the Customer in breach of contract, in particular non-payment of the purchase price due, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not simultaneously constitute a declaration of withdrawal; rather, we shall be entitled merely to demand the return of the goods and to reserve the right of withdrawal. If the Customer does not pay the purchase price due, we may only assert these rights if we have unsuccessfully set the Customer a reasonable deadline for payment beforehand, or if such a deadline is dispensable pursuant to the statutory provisions.

Section 15 Retention of Title in Export Transactions

If, at the place where the goods are located after delivery, measures are required for the effectiveness of the retention of title referred to in Section 14 or of the assignment, the Customer must notify us thereof and carry out such measures at its own expense. If, at the place where the goods are located after delivery, retention of title and/or the other rights referred to in Section 14 are not available, the Customer must, at its own expense, do everything necessary to procure for us security rights most closely resembling these rights in the delivered goods.

Section 16 Defects

(1) The Customer's rights in the event of defects of quality and title shall be governed by the statutory provisions, insofar as nothing to the contrary is determined below.

(2) If our goods have defects, which shall also include the absence of warranted characteristics, we undertake, at our discretion, to remedy the defective goods or to deliver defect-free replacement goods. Any assertion of claims for defects by the Customer presupposes that it has complied with its statutory obligations of inspection and notification (Sections 377, 381 HGB). If a defect becomes apparent upon delivery, upon inspection, or at any later point in time, we must be notified thereof in writing without delay. In any event, obvious defects must be notified in writing within 5 (in words: FIVE) working days of actual receipt of the goods by the Customer, and defects not identifiable upon inspection must be notified in writing within the same period from discovery. If the Customer is not a merchant (Kaufmann) within the meaning of the HGB, Sections 377, 381 HGB shall apply mutatis mutandis. If the Customer fails to carry out the proper inspection and/or notification of defects, our liability for the defect not notified, or not notified in time or not properly, shall be excluded in accordance with the statutory provisions. In the case of goods intended for installation, attachment or fitting, this shall also apply where the defect only becomes apparent as a result of the breach of one of these obligations after the corresponding processing; in this case, in particular, the Customer shall have no claims for reimbursement of the corresponding costs ("removal and installation costs", *Aus- und Einbaukosten*). The Customer must give us the time and opportunity required for the subsequent performance owed, in particular by handing over the goods subject to the complaint for inspection purposes. If subsequent delivery or subsequent remedy proves impossible, or if they fail, or if subsequent delivery or remedy is refused contrary to the principle of good faith (*treuwidrig*) or unreasonably and culpably delayed, the Customer shall have the right, at its discretion, to demand a reduction of the purchase price, or to withdraw from the contract without asserting further claims, in particular claims for damages. If the Customer or a third party makes improper alterations or repair works to the delivered item without our prior consent, our liability for the consequences arising therefrom shall cease. Liability for defects does not extend to natural wear and tear, nor to damage which arises after the passing of risk as a result of faulty or negligent handling, excessive strain, or unsuitable operating materials not presupposed under the contract. Return of goods on the basis of model complaints (*Modellreklamationen*): such goods must be received by us at the latest within 4 (in words: FOUR) weeks, or, in the case of returns from abroad, within 8 (in words: EIGHT) weeks, of receipt of the goods. After this period, the goods can no longer be taken back and credited.

(3) We shall be entitled to make the subsequent performance owed dependent on the Customer having paid the purchase price/remuneration due. The Customer shall, however, be entitled to withhold a part of the price appropriate in relation to the defect.

(4) In the case of digital goods or goods with digital elements or other digital content, we shall owe the provision and, where applicable, an update of the digital content only insofar as this expressly follows from an agreement on characteristics. We assume no liability in this respect for public statements by the manufacturer and other third parties. The provision of Section 377 HGB shall also apply to digital goods. Statutory mandatory safety, vigilance and update obligations shall remain unaffected.

(5) Insofar as recourse pursuant to Section 327u BGB is applicable, our liability shall be limited to the simple value of the order.

(6) In urgent cases, e.g. in the event of a threat to operational safety or to avert disproportionate damage, the Customer shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We must be notified of such self-remedy without delay, if possible beforehand. The right of self-remedy does not exist where we would be entitled to refuse the corresponding subsequent performance pursuant to the statutory provisions.

Section 17 Return of Instruments

The return of instruments – whether in connection with a notice of defect, a repair/maintenance, or any other return – presupposes that the Customer provides us with a confirmation of proper cleaning, disinfection and sterilisation (hygiene safety certificate, *Hygieneunbedenklichkeitsbescheinigung*). Without such confirmation, we shall be entitled to refuse acceptance of the goods. Costs incurred by us as a result of a missing or insufficient confirmation – in particular return costs as well as costs of any necessary re-cleaning or proper disposal – shall be borne by the Customer.

Section 18 Other Claims for Damages

(1) Insofar as nothing to the contrary follows from these GTC, including the following provisions, we shall be liable for breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages – regardless of the legal ground – within the scope of fault-based liability in the case of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. diligence in one's own affairs; immaterial breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the breach of a material contractual obligation (an obligation the fulfilment of which makes the proper performance of the contract possible in the first place, and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable damage typically occurring.

(3) The limitations of liability arising from paragraph 2 shall also apply in favour of third parties and in the event of breaches of duty by persons whose fault we are responsible for under statutory provisions (including for their benefit). They shall not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed, and for claims of the Customer under the Product Liability Act (*Produkthaftungsgesetz*).

(4) Due to a breach of duty not consisting of a defect, the Customer may only withdraw from or terminate the contract if we are responsible for the breach of duty. Any right of the Customer to terminate for convenience (*freies Kündigungsrecht*, in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 19 Installation and Assembly

The following provisions shall apply to any kind of installation and assembly, unless otherwise agreed in writing:
The Customer shall, at its own expense and in accordance with our specifications, prepare the premises for assembly and ensure that the necessary power connections and technical facilities are available. Before the commencement of assembly work, the Customer must, without being requested, provide the necessary information on the location of concealed electricity, gas and water pipes, network and data lines or similar installations, as well as the required structural data. If the installation, assembly or commissioning is delayed by circumstances, in particular without our fault (default of the obligee, *Gläubigerverzug*), the Customer shall bear, to a reasonable extent, the costs of waiting time and further necessary travel by our personnel.

Section 20 Repair and Maintenance Services

For repair, maintenance and reconditioning work (e.g. sharpening, adjusting), the preceding and following provisions shall apply mutatis mutandis, insofar as they are, by their nature, applicable to services and work performed under service or works contracts; Sections 13, 14 (passing of risk, retention of title) shall not apply to these services. For instruments of other manufacturers, we assume no warranty for their original condition or any pre-existing damage; our performance is limited to the repair or maintenance measure carried out by us. Section 17 shall apply to the return of goods.

Section 21 Software and License Services

Insofar as we provide software or license/cloud services, we grant the Customer a non-exclusive, non-transferable right of use to the extent agreed; no transfer of ownership shall take place. In this respect, the provisions of a separate contractual agreement concluded specifically for this purpose shall take precedence, irrespective of its designation or origin. If no such separate agreement exists, the scope of the right of use shall be determined by the order or our order confirmation, or, in the alternative, by the intended use by the Customer within the scope of the installation actually provided. Sections 13, 14, 15 (passing of risk, retention of title) shall not apply to such services; the limitation period shall, by way of derogation from Section 27, commence upon the software being made available for retrieval (*Bereitstellung zum Abruf*). Section 16(4) shall apply mutatis mutandis to update obligations, even where the software is an independent subject matter of the contract and not merely a digital element of goods supplied. In all other respects, these GTC shall apply supplementarily, in particular the provisions on payment (Section 8), liability (Section 18), data processing (Section 24) and jurisdiction (Section 26).

Section 22 General Return of Goods

Insofar as a return of goods is contractually permissible in the individual case, any return shall require our prior written consent. The calculated equivalent value shall be credited subject to a deduction of 20%, plus any reworking costs incurred. Custom-made products, sterile containers, narrow-lumen instruments which have been in use (such as, for example, suction devices, cannulas, etc.), sterile products, instruments marked with an RFID tag, products requiring special storage conditions (e.g. labels and filters with sterilisation indicators), as well as individually specially labelled products, may as a rule no longer be taken back.

Section 23 Sample Instruments

(1) Subject to availability, we shall provide sample instruments with a discount of 10% on the agreed net price.

(2) If sample instruments are returned to us within 60 days of receipt (delivery) by the Customer, we shall refund the agreed discounted net price for the sample instrument. The costs of returning the sample goods shall be borne by the Customer. Any customs duties incurred shall be invoiced to the Customer.

(3) Products of the ASANUS sterile container system, RFID-marked instruments (splintTag), instruments with a narrow lumen (cannulas, needles...) as well as consumables (e.g. SteriSoft instrument oil) are generally excluded from sample orders.

(4) The return shall only be effective if the sample instruments are sent back to us together with the completed return form FB-003.

(5) If necessary repairs to the returned sample instruments are carried out by us, we reserve the right to invoice the Customer for the costs incurred. The residual value of the returned goods shall be deducted from the original invoice amount or refunded in the case of advance payment.

Section 24 Data Processing

We process the personal data of the Customer required for the performance of the contract on the basis of Art. 6(1)(b) of the General Data Protection Regulation (GDPR) in accordance with our privacy policy applicable from time to time. Insofar as processing of personal data is carried out by us on behalf of the Customer in connection with our products or services, the separately to be concluded data processing agreement pursuant to Art. 28 GDPR shall apply thereto.

Section 25 Place of Performance

The place of performance for delivery, subsequent performance and payment is Neuhausen ob Eck, Kreis Tuttlingen.

Section 26 Place of Jurisdiction

The exclusive place of jurisdiction for both parties is Tuttlingen. However, we shall in all cases also be entitled to bring an action at the place of performance of the delivery obligation under these GTC or a prevailing individual agreement, or at the general place of jurisdiction of the Customer. Prevailing statutory provisions, in particular concerning exclusive jurisdictions, shall remain unaffected. As against Customers who are not merchants (*Kaufleute*) within the meaning of the HGB, not legal entities under public law, and not a special fund under public law, this jurisdiction agreement shall only apply to the extent legally permissible.

Section 27 Limitation Period

By way of derogation from the statutory provisions, the general limitation period for claims arising from defects of quality and title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The limitation period shall also apply to contractual and non-contractual claims for damages by the Customer based on a defect in the goods, unless the application of the regular statutory limitation period would, in the individual case, lead to a shorter limitation period. Claims for damages by the Customer pursuant to Section 18(2) sentence 1 and sentence 2(a) (Other Claims for Damages), as well as claims under the Product Liability Act, shall be subject exclusively to the statutory limitation periods.

Section 28 Amendment of these GTC

(1) We shall be entitled to adjust these General Terms and Conditions for existing continuing obligations (*Dauerschuldverhältnisse*) with effect for the future, provided that the amendment is reasonable for the Customer taking into account the interests of both parties. Amendments to material performance obligations or to the pricing structure shall be excluded therefrom and shall require a separate agreement.

(2) We shall notify the Customer of the amended terms in text form at the latest six weeks before their intended entry into force. If the Customer does not object within six weeks of receipt of the notification in text form, the amended terms shall be deemed accepted. We shall separately draw the Customer's attention to this effect of its silence in the notification.

(3) If the Customer objects in due time, the contract shall continue on the previous terms; in this case, we shall be entitled to terminate the affected continuing obligation with three months' notice to the end of the then-current contract term.

Section 29 Language/Version Clause

These GTC are drawn up in the German language; translations into other languages serve for information purposes only. In the event of discrepancies between the German version and a translation, the German version shall prevail.

Section 30 Severability Clause

Should individual provisions of these GTC be or become invalid or unenforceable, the remaining provisions shall remain unaffected thereby.

Section 31 Entry into Force

These terms shall apply from 1 November 2026.