Terms and conditions

1. Applicable Law

Unless otherwise expressly agreed upon in writing, for all legal relationships between the customer and ourselves the Law of the Federal Republic of Germany shall apply exclusively together with our Terms and Conditions given below. Our Terms and Conditions shall in all cases have priority before the customer's Terms of Purchase, even if we have not expressly objected to them. The Convention Relating to a Uniform Law on the International Sale of Goods shall not apply.

2. Conclusion of a Contract

All offers, prices and other commitments are subject to confirmation unless we have expressly agreed otherwise. All agreements shall only become binding for us after we have confirmed the agreement in writing. Supplementary agreements and alterations must also be confirmed by us in writing. All documents pertaining to our offer such as illustrations, drawings, specifications concerning weight and dimensions shall only be approximately authoritative unless we have expressly confirmed in writing that they must be considered authoritative.

3. Copyright and Exploitation Rights

We shall retain unlimited title and copyright to all estimates, drawings and other documentation; it is not permitted to make them available to any third party or person without having received our prior consent. All drawings and other documents pertaining to our offer must be returned to us without delay if no order is placed with us. We shall be permitted to make documents or material from the customer available to those third parties or persons whom we shall authorise and entrust with the delivery or with the carrying out of certain individual services.

4. Changes in Shape and design; Protective Devices

In the interests of technical and medical progress we shall retain the right to alter the design or shape up until the delivery of the goods to the customers; however, such alterations shall not unreasonably interfere with the interests of the customers. Protective devices shall be supplied with the goods if they are prescribed by law or have otherwise been expressly agreed upon. The Regulations of the Association of German Electrical Engineers shall apply to all deliveries and services insofar as these are relevant to ensure the safety of the delivery or service. Deviations are permissible if they guarantee the same degree of safety in a different way.

5. Delivery Period

Our compliance with the delivery period agreed upon requires the punctual receipt of all requisite documents to be provided by the customer including all necessary authorisation, permits, the customer's compliance with the terms of payment agreed upon and with all other obligations. The period of delivery shall be considered to have been complied with, if the goods have left our works by the time of expiry of the delivery period or if the customer has been informed that the goods are ready

for delivery. If we are responsible for exceeding the delivery period, then the customer shall be entitled to withdraw from the agreement if he has set us a reasonable deadline in writing and this additional period has expired without the customer having received delivery. Claims of the customer for damages require that the additional period of time granted has expired. Such claims shall be limited to the value of the delayed delivery. The customer shall only be entitled to demand additional claims for damages, if we can be accused of willful intent or gross negligence. In the event of the delay being due to force majeure or other unforeseeable or extraordinary events occurring through no fault of our own – e.g. due to difficulties in the procurement of materials, company closure, strikes, lockouts, a shortage of means of transportation, interventions on the part of the authorities, problems with the supply of energy, etc., even if these events or problems affect our suppliers, then – if these events prevent us from punctually fulfilling our

obligations – the delivery period shall be extended by a reasonable period of time. If these circumstances shall make the delivery or the performance of services impossible or unreasonable, then we shall be released from our obligation to deliver. In the event that the delay in delivery which has occurred through no fault of our own shall last for more than three months, then the customer shall be entitled to withdraw from the contract. If the delivery period is extended or we are released from our obligation to perform or deliver, then the customer is not entitled to any claims for damages. We shall only be entitled to invoke these circumstances, if we informed the customer without delay of their occurrence.

6. Prices

The calculations of prices shall be in accordance with our current prices on the day of delivery. Our prices are calculated without packaging in EURO ex works Neuhausen, county Tuttlingen, excluding value-added tax and freight charges. These additional costs must be borne by the customer, even if they have not been specifically alluded to.

7. Payment

Unless otherwise agreed upon, payment shall be paid net within 10 days after invoicing. All payments must be effected free of charges for us. The payments shall be firstly employed to cover costs and interest and then for the repayment of the oldest invoice due. In the event that the date of net payment due is exceeded and if the customer does not affect performance despite having received a letter of reminder, then we shall be entitled to demand interest amounting to 4% above the current discount rate of the Deutsche Bank as of the date of letter of reminder. Invoices for repairs must be paid immediately without any deductions. Any acceptance on our part of a bill of exchange must be specifically agreed upon; we have no obligation to accept bills of exchange. Bills of exchange and cheques shall only be accepted with the reservation that they shall be redeemed and on account of performance. All discounting costs and collection costs shall be borne by the customer.

8. Advance Payments and Collateral Securities

In the event that the delivery is be effected abroad without this having been agreed upon in the contract or in the event that after conclusion of the contract the financial situation of the customer shall considerably deteriorate or if there is justifiable cause to doubt the customer's ability or willingness to pay, then we shall be entitled to demand advance payments or collateral securities for our deliveries as we think best.

9. Setoff

The customer shall only be entitled to set off our claims against his counterclaims, if we have expressly recognized his counterclaims or these have been established and have become legally established.

10. Acceptance

In the event that the customer, after expiry of a reasonable additional period of time granted him, shall still refuse to take acceptance of the goods, then we shall be entitled to withdraw from the contract or to demand compensation for losses suffered due to non-performance. In the event that the delay in acceptance lasts more than one month, then the customer shall be obliged to pay 10 % of the sum total of the order per month without any deductions as storage charges. The customer is free to provide evidence that we have incurred no damage or much less damage from the customer's failure to take acceptance. In the event that proof can be furnished that our storage costs are even higher, then we shall be entitled to demand repayment of these costs from the customer. We shall also be entitled to make use of a forwarding agency to store the goods. In the event of delayed acceptance we shall be entitled to demand 25% of the sum total of the order without any deductions as compensation for damages because of non-performance, unless the customer can furnish proof that no damages or damages amounting to less than this lump sum were incurred by us.

11. Part Delivery

We shall be entitled to effect performance of the order in instalments, for which payment shall be due separately in accordance with the deadlines given in §7 above. In the event that there is a delay in payment of one of the instalments, then we shall be entitled to suspend further performance.

12. Transportation and Passing of Risk

Unless otherwise agreed upon, we shall be entitled to choose the means and the form of transportation, without being obliged to choose the fastest or cheapest possibility. The risk shall pass in very case to the customer from the moment when the goods leave the works in Tuttlingen. This shall also apply to deliveries in instalments. Should delivery be affected by one of our own vehicles, then we shall bear the risk of transportation. We are not obliged to conclude transportation insurance

– even for deliveries abroad. The customer must inform the transport agent without delay of any damage to, or loss of, the goods during transportation and of the extent of damage.

13. Retention of Title

The goods shall remain our property until all outstanding debts have been paid. If the customer has a current account with us, then the retention of title shall serve as security for the balance of the accounts receivable. The customer is entitled to resell the goods to which we retain title within the scope of the customer's ordinary course of business, unless he has failed to pay on due date or has suspended payment. The customer is not entitled to pledge the goods to which we retain title or to assign them by way of security. In the event that the customer sells the goods to which we have retained title, then the customer shall already assign to us now all claims against the buyer with all ancillary rights including any rights of reclamation and preferential payment until all outstanding debts have been repaid in full. The customer is entitled to collect the outstanding debts which he has assigned to us, unless he has failed to pay on due date or has suspended payment or we have revoked the right of collection for reasonable cause. In this event we are entitled to demand that the customer shall inform the buyer(s) of the assignment of his claims and that the customer provides us with all the necessary information and documents necessary for us to be able to collect the outstanding debt ourselves. Should the value of the property to which we have retained title together with the securities granted to us exceed our claims against the customer by more than 20%, then we shall be obliged to release the security insofar as the customer demands this from us. The customer must inform us immediately if the goods to which we retain title or concerning which other rights have been assigned to us are taken in execution by a third party or if any other impairment of our rights can be expected.

14. Retention of Title in Export Transactions

Should specific measures be required in the case of export transactions in order for our rights of retention of title or reclamation as given in §13 above to be effective at the location to which the goods are delivered, then the customer must inform us of these circumstances and must bear the costs of such measures himself. If such rights of retention and/or the other rights outlined in §13 above be out of the question at the location to which the goods are delivered, then the customer must do everything which is necessary at his own expense to obtain security interests in the delivered goods for us which most closely resemble the right of retention of title.

15. Defects

In the event that the goods supplied by us are defective – such defects also include a lack of warranted characteristics of the goods sold – then we shall be obliged to rectify the defects of the goods which the customer objected to or to replace them by goods which are free of defects. The defective goods should be sent to us freight prepaid if we request the customer to send them to us.

Goods which have been replaced shall become our property. We must be notified directly in writing of any obvious defects of the goods or the services provided by us within one week after having received the goods or services, otherwise the goods or services shall be considered as being approved. We must be notified directly in writing of any hidden defects immediately after these become apparent. We shall not be liable for any defects occurring after expiry of the statutory period limitation. The customer shall not be entitled to any further rights or claims resulting from breach of warranty; this also applies to claims for damages of any kind, irrespective of their cause in law, unless these claims are based on at least gross negligence. In the event that it is impossible for us to subsequently deliver or rectify the defect or if the subsequent rectification of defects should be unsuccessful, or if we refuse a replacement delivery or rectification in bad faith or otherwise culpably and unreasonably delay such rectification or replacement, then the customer shall have the right to choose whether to demand a reduction of the purchase price or the rescission of the agreement, without being entitled to any other claims, in particular to any claims for damages. In the event that the customer or a third party or parties carries out improper changes alterations or other repairs without having received our prior permission, then we shall not be liable for any ensuing results. Our liability for defects does not cover natural wear and tear nor are we liable for damages which occurred after the risk had passed to the customer and which are due to incorrect or negligent handling, excessive use or loads, or unsuitable putting into operation which was stipulated in the agreement. Return of goods due to model complaints: These goods must be received by us within 4 weeks after receipt of the goods at the latest. After this period, the goods can no longer be taken back and credited.

16. Other Claims for Damages

1) The customer shall not be entitled to any claims for damages based on positive violation of claims, the violation of duties during the negotiation of the agreement or tortuous acts. This shall not apply in cases of deliberate intent or gross negligence for which we are conclusively liable.

2) We shall not be liable for mistakes which are due to the documents (drawings, models and the like) which the customer submitted himself.

3) We shall additionally be entitled to withdraw from claims for reclamation with respect to our products, if the customer cannot present any proof of our delivery, i.e. delivery date, number of the bill of delivery, invoice number and article number or otherwise document them on our set form for complaints.

17. Assembly and Installation

Unless otherwise agreed upon in writing, the following regulations shall apply to all forms of assembly and installation: The customer must prepare the rooms for the installation in accordance with our guidelines and at his own expense and must further ensure that the necessary power connections and technical facilities are extant. The customer must of his own accord give us prior to our beginning

with the assembly and installation all the necessary information concerning the location of any hidden power lines, gas pipes, water pipes, PC and storage data and speed data or other similar systems as well as providing the necessary information concerning the statics of the room or building. Should the assembly, installation or putting into operation be delayed due to circumstances, in particular through no fault of our own (creditor's default of acceptance), then the customer must bear a reasonable amount of the costs for the waiting period and of additional trips of our staff which have become necessary.

18. Place of Performance for Delivery and Payment

Place of performance for deliveries and payment shall be Neuhausen ob Eck/Tuttlingen.

19. Venue

Exclusive venue for both parties shall be Tuttlingen. If the customer is not a businessman or merchant, this shall apply insofar as the customer has transferred his place of abode or habitual residence after conclusion of the agreement out of the purview of the German Code of Civil Procedure or his place of abode or habitual residence is unknown at the time when we judicially assert or enforce our claims.

20. Return of Goods

Each return of goods needs our prior written approval. A return of goods is only possible within a period of 60 days from the invoice date. The invoiced value will be credited less a restocking fee of 20% plus costs for refurbishing, if necessary. The cost of a return shipment has to be borne by the buyer. Special makes, sterile containers, instruments with a narrow lumen which were used (like suction tubes, cannulas,…), sterile articles and instruments marked with a RFID tag are excluded from returning.

21. Storage of Data

The customer consents to the storage of such data and particulars which are necessary for us to be able to fulfill the agreement.

22. Effective Date

These Terms and Conditions shall apply from 06 February 2025.