

General Conditions of Business for offers, deliveries and supplies of pfm medical gmbh, Cologne

I. Scope of application

1. The following general conditions of business will be the basis for all our quotations/offers, deliveries and supplies towards entrepreneurs according to § 310 para. 1 German Civil Code ("BGB"). These conditions also apply to future contracts and business contacts in the version that we publish on our homepage at www.pfmmedical.com/terms-conditions.

2. These general terms and conditions apply exclusively. We hereby reject all deviating general conditions of business of our customer even in case they are communicated to us in a confirmatory letter or otherwise. The customer is deemed to agree to our conditions – even for follow-up transactions, if any – with acceptance of the conditions without objection or, at the latest, upon receipt of our goods or other service provided by us.

3. The content of the contract is based on written agreements. No other agreements have been made. Amendments or supplements to the contract only become effective if they are confirmed by us in writing.

4. We shall notify the customer in writing of any amendments to the General Terms and Conditions in the case of continuing obligations, in each case indicating the amended terms and conditions. These shall be deemed to be agreed if the customer continues the continuing obligation without objecting within a period of two weeks from receipt.

II. Quotations / offers and orders

1. Our quotations are given without obligation and are non-binding, just like all information, illustrations and descriptions contained in the catalogues. In particular, they do not constitute or contain a quality or service life guarantee. All orders including those accepted by our field staff will become binding only with our written confirmation or with the delivery of the goods or provision of other service.

2. If, after the conclusion of the contract, we become aware of circumstances relating to the customer's financial position that give reason to assume that the satisfaction of our claims is no longer sufficiently secure when reasonably assessing the situation from a commercial perspective, we have the right to only continue performance of the contract subject to the condition of advance payment or provision of adequate security.

3. Goods delivered to the customer that are free of defects cannot be taken back without our prior written consent. In principle, products in aseptic packaging as well as goods that were delivered more than 3 months ago cannot be taken back at all. Goods are always returned at the expense and risk of the customer. The customer bears the cost incurred by us owing to unjustified return at a lump-sum rate of 75.00 Euros. The customer has the right to prove that we did not incur damage at all or resp. considerably less damage. We reserve the right to evidence higher damage.

III. Prices, terms of payment, retention, set-off

1. All prices quoted are in Euro, including packaging and exclusive of value-added tax at the statutory rate then applying.

2. The valid prices are those indicated in our general price list valid at the time of the order. If the delivery time is more than 6 weeks or in the case of continuing or recurring obligations ("Dauerschuldverhältnisse") in the form of supply contracts for future delivery or delivery on call, we reserve the right to adjust our prices at our reasonable discretion in case of unforeseen increase in costs (e.g., wages, raw material, auxiliary material, operating supply items etc). In the event of price increases of more than 5 % in half a year, the customer has the right to terminate the contract.

3. Unless otherwise agreed, our invoices are payable immediately, net cash. The receipt of payment is decisive for the timeliness of payment. The costs of payments shall be borne by the customer.

4. If several claims are outstanding against the customer, and if a payment from the customer does not suffice to satisfy all outstanding claims, the claims will be deemed

satisfied as is provided by law (§ 366 para. 2 BGB), even if the customer explicitly destines his payment to be made on account of a specific debt.

5. The customer is not entitled to offsetting or retention unless the claims or counterclaims from the same contractual relationship are undisputed or have been legally established.

IV. Supply, delivery times

1. The delivery dates and times confirmed by us are always subject to the reservation of correct and timely delivery to ourselves unless the incorrect or late delivery is due to a breach of duty attributable to us. In the case of non-delivery to the seller by the supplier, both parties have the right to rescind the contract. We will notify the customer of the non-availability of the goods or service without undue delay ("unverzüglich"). A delivery time that was confirmed in writing commences upon the dispatch of the order confirmation.

2. Deliveries are free carrier "FCA" (Incoterms 2020), unless otherwise agreed upon individually.

3. Unless otherwise agreed, a minimum order value of 100 Euros net per order shall apply in Germany. Orders below this minimum limit will be charged with the currently valid minimum quantity surcharge of 25.00 Euros net.

4. We reserve the right to combine several orders into one delivery. Partial deliveries are admissible within the delivery times indicated by us unless they are reasonably unacceptable to the customer in the individual case.

5. We reserve the right to make alterations of the construction or form or other alterations during the term of delivery that are based on the improvement of technology or legislative requirements, which is subject to the condition that the goods are not substantially modified and the modifications are reasonably acceptable to the customer.

6. We will choose the type of dispatch at our discretion.

V. Taking of delivery / acceptance and passing of risk

1. The customer is obliged to proceed with inspection and acceptance of the goods at the place of delivery within 10 days from receipt of the notice of availability of the goods or other notice of completion.

2. If the customer fails to accept the goods within 10 days from receipt of the notice of availability either wilfully or for gross negligence, we have the right to rescind the contract and claim damages after having granted the customer a grace period of another 10 days. The grace period is dispensable if the customer seriously or definitely rejects acceptance of the goods or if it is obvious that he will not be able to pay the purchase price within such period.

3. If the customer declares that he will not accept the goods, the risk of accidental perishing or accidental deterioration of the goods will pass to the customer at the time of rejection or resp. at the time prescribed by law at the latest.

VI. Retention of title

1. We retain title to the goods delivered by us until all our claims against the customer under the business relationship including those arising in future are satisfied. In the case of current account, the retention of title is deemed security for our current balance claim. This also applies if the customer destines his payment to be made on account of a specific debt.

2. If the customer is in breach of the contract, in particular in the event of a delay in payment, we are entitled to request return of the goods after reminder and the customer is obliged to return the goods.

3. If we assert our right of retention of title or seize the goods delivered, this is not to be deemed rescission of the contract unless this is explicitly declared by us in writing.

4. The goods may only be resold by resellers within the ordinary course of business and subject to the following conditions: the claims according to VI. 1 are met or the customer agreed with the buyer that the buyer will only acquire title to the goods upon payment to us and the customer already now validly assigns to us all claims to which he is entitled from the resale in the equivalent of the purchase price for the delivery agreed between us and the

customer (inclusive of the value-added tax), irrespective of whether the goods delivered are resold without or after processing. The customer remains entitled to collect the sums due even after their assignment as long as he is not unable to pay or in arrears with his payments and the satisfaction of our claims is not endangered otherwise. As long as this is not the case, we undertake not to collect the sums due, without prejudice to our right to collect the sums due ourselves. Otherwise, we may also request that the customer discloses to us the claims assigned and the corresponding debtors and renders all information required for the collection and hands over the corresponding documents and notifies the debtors (third parties) of the assignment. In such a case, all goods that have not been delivered to third parties yet have to be returned to us upon request, carriage and charges paid; the customer hereby agrees that we are entitled to remove and realize the goods by auction sale or private sale to be conducted by a person to be appointed by the Chamber of Industry and Commerce ("*Industrie- und Handelskammer*") and set off the proceeds against the net price.

Otherwise, resale is not permitted.

5. The processing or transformation of the goods by the customer is always carried out for us. If the goods are processed with other products or items that do not belong to us, we will share title to, and become co-owner of, the new product in the proportion of the value of the goods to the value of the other items used as at the time of processing.

6. If the goods are inseparably mixed with other products or items that do not belong to us, we will share title to, and become co-owner of, the new product in the proportion of the value of the goods to the value of the other items used. The contractual partner will keep the item held in co-ownership in custody for us.

7. The customer has no right to pledge the goods or transfer title to them by way of security. The customer is obliged to notify us of any kind of seizure, distress or other third-party disposition without undue delay ("*unverzüglich*") and provide us with all information and documents required to protect our rights. The customer is obliged to disclose to the executors and third parties that the goods are our property.

8. We undertake to release the security due to us upon the customer's request to the extent that the value of the security exceeds the claims to be secured – to the extent not yet satisfied – by more than 20%.

VII. Further use of the goods as a set

1. The customer may not market the goods packaged together with goods of other manufacturers as a set without our written consent ("*assembling prohibition*").
2. In the event of resale, the customer shall pass on this provision to its customers accordingly.

VIII. Warranty and liability

1. We warrant that our goods and maintenance services are free of defects for a period of one year from the transfer of risk. The goods delivered are deemed approved unless notice of obvious defects is given within 10 working days ("*Werktage*") and notice of other defects is given without undue delay ("*unverzüglich*") and, in any event, no later than 10 working days after their detection. Beyond that, § 377 German Commercial Code ("*HGB*") remains unaffected. No warranty is given for used goods.

2. In the case of a complaint, the customer has to give us the opportunity to verify the existence of the defect and the customer must in particular make the goods in question or samples thereof available to us upon request. In the case of a justified timely complaint, the customer may only claim subsequent performance ("*Nacherfüllung*") first whereby the customer's interests need to be reasonably safeguarded. We reserve the right to choose the specific type of subsequent performance (subsequent remedy – "*Nachbesserung*"- or subsequent substitute delivery – "*Nachlieferung*"-). If further attempts to duly perform are reasonably unacceptable to the customer, the customer has the right to demand cancellation of the contract or reduction of the price instead. If and to the extent that we are liable for damages caused by a defect by virtue of law, irrespective of the legal cause, our liability will be limited according to section 3 below.

3. In the case of a mere negligent breach of duty on our part or on the part of our vicarious agents or other persons employed by us in the performance of our obligations ("*Erfüllungsgehilfen*"), we can only be held liable for further rights and claims for

damages if and to the extent as these are typical and foreseeable for the contract and insofar as it concerns the breach of an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely (so-called cardinal obligation). This limitation shall not apply for rights and claims for damages that are based on an injury of the life, body or health.

IX. Term and termination of contracts for the performance of continuing obligations

1. Contracts for the performance of continuing obligations take effect upon their signing and remain effective for a period of one year unless otherwise agreed. Such contracts are deemed renewed for one more year respectively without a specific declaration of renewal being required, unless either party gives written notice of termination to the other party no later than two months prior to the expiry of the term of the contract. In such a case, we are nonetheless entitled to ordinary termination of the contract by 3 months' notice.

2. The right to terminate the contract by way of extraordinary termination with immediate effect for good cause is reserved. For us, such a good cause is *inter alia* deemed given in the case that bankruptcy/insolvency proceedings are instituted against the customer's assets, in the case of distress or seizure of our goods by a third party and in the case of a delay in payment of more than one month on the part of the customer.

X. Export control

1. When passing on the goods or services delivered by us to third parties, the customer shall comply with the applicable regulations of national and international (re-)export law.

2. The customer shall indemnify us in full against all claims asserted against us by authorities or other third parties on account of the customer's failure to comply with the above obligations. The customer undertakes to reimburse us for all damages and expenses incurred by us in this regard.

XI. Place of performance ("*Erfüllungsort*"), jurisdiction, choice of law

1. Place of performance for the deliveries and services is the place where the goods are dispatched. Place of performance for payment is the registered office of our company.

2. The court having local jurisdiction over the registered office of our company will have exclusive jurisdiction over all disputes arising out of the contractual relationship. We are also entitled to have recourse to any other court having jurisdiction by virtue of law instead of the aforesaid court that was mutually agreed to have jurisdiction.

3. German law applies exclusively. The regulations of the United Nations Convention on Contracts for the International Sale of Goods are precluded.

XII. Miscellaneous

1. The transfer of the customer's rights and duties under the contract concluded with us requires our written consent to be valid.

2. If a provision should be or become void, this will not affect the validity of the remaining provisions.

January 1, 2024