

General Terms and Conditions

§ 1 Scope of Application, Definitions

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships with our customers ("Buyers").
- (2) These GTC apply exclusively to entrepreneurs (§ 14 BGB), legal entities under public law, or special funds under public law.
- (3) These GTC apply to contracts for the sale and/or delivery of movable goods ("goods"), in particular but not exclusively to the sale of medical devices, in vitro diagnostics (IVD), household goods, and fast-moving consumer goods (FMCG).
- (4) Our GTC apply exclusively. Any deviating, conflicting, or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing.
- (5) Individual agreements (e.g., framework supply contracts, quality assurance agreements, distribution contracts) and information in our order confirmation take precedence over the General Terms and Conditions.

§ 2 Contract Conclusion

- (1) Our offers are subject to change and non-binding unless expressly designated as binding.
- (2) A contract is only concluded upon our express written order confirmation or delivery of the goods.

§ 3 Prices, Terms of Payment

- (1) All prices quoted are net prices in euros and are subject to the applicable sales tax.
- (2) Payment of the purchase price is due immediately upon conclusion of the contract. Other payment terms are only valid if confirmed by us in writing.
- (3) Upon expiry of the payment period, the buyer shall automatically be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default.
- (4) Title to the delivered goods shall remain with us until full payment has been received. The buyer is entitled to resell the goods subject to retention of title in the ordinary course of business. However, the buyer may not pledge the goods subject to retention of title or assign them as security. The buyer's claims for payment against its customers arising from the resale of the goods subject to retention of title, as well as the buyer's claims relating to the goods subject to retention of title arising from any other legal grounds against its customers or third

parties (in particular claims arising from tort and claims for insurance benefits), including all balance claims from current accounts, are hereby assigned to us by the buyer in full as security. We accept this assignment.

§ 4 Offsetting and Right of Retention

- (1) The buyer shall only be entitled to offset claims if his counterclaims have been legally established, are undisputed, or have been recognized by us.
- (2) The buyer may only exercise a right of retention if his claims against us and our claims against him result from the same contractual relationship.

§ 5 Delivery and Transfer of Risk

- (1) Delivery dates are only binding if they have been expressly confirmed in writing.
- (2) Delivery shall be made ex warehouse, which shall also be the place of performance for the delivery and any subsequent performance. If the buyer wishes to have the goods shipped to another destination (sale by delivery), they shall bear the costs of shipping. If nothing has been agreed in the contract, we may determine the type of shipping (packaging, shipping route, transport company) ourselves.
- (3) Upon handover of the goods, the risk of accidental loss and accidental deterioration shall pass to the buyer. In the case of a sale by delivery, the risk of accidental loss of the goods, accidental deterioration of the goods, and the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent or carrier. In the event of a contractual agreement to accept the goods, this shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services remain unaffected. The handover or acceptance of the goods shall be deemed to have taken place if the buyer is in default of acceptance.
- (4) If the buyer is in default of acceptance, fails to cooperate, or our delivery is delayed for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this, we charge a flat-rate compensation of 0.5% of the net value of the goods per calendar day, starting with the delivery period or, in the absence of a delivery period, with the notification that the goods are ready for shipment.

§ 6 Warranty

- (1) Unless expressly agreed otherwise, the warranty shall be governed by the statutory provisions with the modifications specified in the following paragraphs.

- (2) The buyer is obliged to inspect the goods immediately upon receipt and to notify us in writing of any defects within five (5) working days. If the buyer fails to report defects in a timely manner, the goods shall be deemed to have been approved.
- (3) Only our own information and product descriptions and those of the manufacturer are binding with regard to the quality of the goods, but not public advertisements and statements by third parties.
- (4) In the event of a defect, we shall, at our discretion, either repair the goods or deliver a replacement. In the event of repair, we shall not be required to bear the increased costs incurred by transporting the goods to a location other than the place of performance, provided that such transport does not correspond to the intended use of the goods.
- (5) If, in the event of repair, the defect is not remedied after the second attempt, the buyer may, at its discretion, demand a reduction in price or withdraw from the contract.
- (6) The warranty period is one year from delivery. This limitation does not apply to claims based on damage resulting from injury to life, limb, or health or from the breach of an essential contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (cardinal obligation), as well as for claims based on other damages resulting from an intentional or grossly negligent breach of duty by us or our vicarious agents.
- (7) Clauses 1 to 6 shall not apply if we have fraudulently concealed the defect or have given a guarantee for the quality of the item.

§ 7 Liability

- (1) We shall be liable without limitation for intent and gross negligence and in accordance with the Product Liability Act. We shall be liable for slight negligence in the event of damage resulting from injury to life, limb, or health of persons.
- (2) Otherwise, the following limited liability applies: In cases of slight negligence, we are only liable in the event of a breach of a material contractual obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which you can regularly rely (cardinal obligation). Liability for slight negligence is limited in amount to the damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favor of our vicarious agents.

§ 8 Product Safety and Recall

- (1) The buyer is obliged to comply with all relevant legal regulations regarding the storage, further processing, and distribution of our products.

- (2) In the event of recalls due to official orders or voluntary measures, buyers are obliged to actively cooperate in the implementation and to respond immediately at their own expense.

§ 9 Force Majeure

In the event of force majeure affecting the performance of the contract, we shall be entitled to postpone shipment for the duration of the hindrance and, in the event of longer-term delays, to withdraw from the contract in whole or in part without this giving rise to any claims against us. Force majeure includes all events that are unforeseeable for us or those that, even if they were foreseeable, are beyond our control and whose effects on the performance of the contract cannot be prevented by reasonable efforts on our part. Any legal claims of the buyer remain unaffected by this.

§ 10 Place of Jurisdiction, Choice of Law, Partial Invalidity

- (1) Should any provision of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.
- (2) The law of the Federal Republic of Germany shall apply to the contracts, excluding the UN Convention on Contracts for the International Sale of Goods.
- (3) The exclusive place of jurisdiction for all disputes arising from and in connection with the contractual relationship is our place of business.