

## General Terms and Conditions of Purchase

### Article 1 Scope, form

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships between TecMed Deutschland GmbH and our business partners and suppliers ("Sellers"). The GTCP shall only apply if the Seller or business operator (Article 14 BGB [German Civil Code]) is a legal entity under public law or a special asset under public law.

(2) The GTCP shall apply, in particular, to contracts for the sale and/or delivery of movable items ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (Articles 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order or in any case in the version last notified to the Seller in writing shall also apply to similar future contracts as a master agreement without our having to refer to them again in each individual case.

(3) These GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and insofar as we have consented to their application expressly in writing. This requirement of consent shall apply in any case, for example even if the Seller refers to its General Terms and Conditions within the scope of the order confirmation and we do not expressly object to this.

(4) Individual agreements (e.g. supply contracts, quality assurance agreements) and details in our order shall take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the Paris International Chamber of Commerce (ICC) in the version valid when the contract was concluded.

(5) Legally relevant declarations and notifications by the Seller in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be carried out in writing. **Within the meaning of these GTCP, written form includes written and text form (e.g. letter, email, fax).** This shall not affect statutory formal requirements and further evidence, particularly in the case of doubts concerning the legitimacy of the declarant.

(6) References to the validity of statutory provisions shall only be significant for clarification purposes. Therefore, the statutory provisions shall apply even without such clarification, unless they are directly amended or expressly excluded in these GTCP.

### Article 2 Conclusion of contract

(1) Our order shall be deemed binding at the earliest upon written submission or confirmation. If the order, including the order documents, contains any obvious errors (e.g. spelling and calculation errors) or omissions, the Seller shall point this out to us for the purpose of correction or completion prior to acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Seller shall be obligated to confirm our order in writing within a period of 5 (five) days or to execute it without reservation, in particular, by dispatching the Goods (acceptance).

(3) Any instance of delayed acceptance shall be deemed a new offer and require our acceptance.

### Article 3 Delivery time and delay in delivery

(1) The delivery time stated by us in the order is binding. If the delivery time is not specified in the order, nor has it been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. The Seller is obligated to inform us immediately in writing if it expects to be unable to meet agreed delivery times – for whatever reason.

(2) If the Seller fails to perform its service entirely or within the agreed delivery time, or if it is in default, our rights – particularly to withdrawal and to claim for damages – shall be determined in accordance with the statutory provisions. This shall not affect the provisions in para. 3.

(3) If the Seller is in default, in addition to further statutory claims, we may demand lump-sum compensation for damage we incurred caused by the delay in the amount of 1% of the net price per completed calendar week, but in total not more than 5% of the net price of the Goods that were delivered late. We reserve the right to prove that higher damages have been incurred. The Seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

### Article 4 Performance, delivery, transfer of risk, default of acceptance

(1) The Seller shall not be entitled to have the performance it owes rendered by third parties (e.g. subcontractors) without our prior written consent. The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to its own stock).

(2) Delivery shall be carried out "free domicile" within Germany to the address specified in the order. If the destination is unspecified and no other agreement has been made, the delivery shall be made to our headquarters in Schwerin. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery shall include a delivery note stating the date (issue and dispatch), the delivery content (item number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

(4) The risk of accidental loss and accidental deterioration of the item shall be transferred to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. Otherwise, the statutory provisions of the law on contracts for work and services shall also apply in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(5) The entry into effect of our default of acceptance shall be subject to the statutory provisions. However, the Seller must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller may demand compensation for its additional expenses in accordance with the statutory provisions (Article 304 BGB). If the contract relates to a non-fungible item (one-off production) to be manufactured by the Seller, the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

## Article 5 Prices and payment terms

- (1) The price stated in the order is binding. If not shown separately, all prices include statutory VAT.
- (2) Unless otherwise agreed in individual cases, the price includes all of the Sellers' services and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- (3) The agreed price is due to be paid within 30 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In the case of bank transfer, payment shall be deemed to have been made in due time if our transfer order is received by our bank before the payment deadline expires; we shall not be responsible for any delays caused by the banks involved in the payment process.
- (4) We do not owe any interest on arrears. In the event of a default in payment, the statutory provisions shall apply.
- (5) We shall be entitled to offset and retention rights as well as the defence of non-performance of the contract to the extent provided by law. In particular, we are entitled to withhold due payments as long as we are still entitled to claims against the Seller arising from incomplete or defective performances.
- (6) The Seller shall only have an offset or retention right in respect of counterclaims if they have been established by declaratory judgement or are undisputed.

## Article 6 Confidentiality and retention of title

- (1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions, technical specifications and other documents. Such documents are to be used exclusively for the contractual performance and returned to us once the contract has been completed. Digital documents are to be deleted after completion, except in the case of statutory retention obligations. This shall not include copies of digital data generated within the scope of standard backup procedures. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. This shall not affect special confidentiality agreements and statutory regulations on protecting secrets.
- (2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items with which we provide the Seller for production. Provided they are not processed, these items shall be stored separately, at the Seller's expense, and insured against destruction and loss to a reasonable extent.
- (3) Any processing, mixing or combination (further processing) of provided items by the Seller shall be carried out for us. The same shall apply in the event of further processing of the Goods supplied by us. Thus, we shall be deemed the manufacturer and shall be deemed owner of the product upon its further processing at the latest pursuant to the statutory provisions.

(4) The transfer of ownership of the Goods to us shall be unconditional and without regard to the payment of the price. However, in the event that we accept an offer from the Seller to transfer ownership with payment of the purchase price as a condition in an individual case, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorised to resell the Goods in the ordinary course of business even before the purchase price has been paid with advance assignment of the resultant claim (alternatively, the simple retention of title extended to the resale shall apply). This shall not include all other forms of retention of title, in particular the extended or transferred retention of title, or that extended to further processing.

## Article 7 Defective delivery

(1) Our rights in the event of material defects and defects of title of the Goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Seller shall be subject to the statutory provisions and, exclusively in our favour, the following supplements and clarifications.

(2) In accordance with the statutory provisions, the Seller shall, in particular, be liable for ensuring that the Goods are of the agreed quality upon the transfer of risk to us. The product descriptions which – particularly by designation or reference in our order – are the subject matter of the respective contract, or were included in the contract in the same way as these GTCP, shall be deemed to be an agreement on the quality in any case. This applies irrespective of whether the product description originates from us, the Seller or the manufacturer.

(3) In the case of Goods comprising digital elements or other digital content, the Seller owes the provision and updating of the digital content in any case to the extent that this results from a quality agreement pursuant to para. 2 or other product descriptions of the manufacturer or on its behalf, particularly on the Internet, in advertising or on the goods label.

(4) We shall not be obligated to inspect the Goods or make special enquiries regarding any defects upon conclusion of the contract. Therefore, we are also entitled to claims for defects without restriction, in partial deviation from Article 442 para. 1 sentence 2 BGB, if the defect remained unknown to us at the time when the contract was concluded due to gross negligence.

(5) The commercial duty to inspect and give notice of defects shall be subject to statutory provisions (Articles 377, 381 HGB [German Commercial Code]) with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery papers (e.g. transport damage, wrong and short delivery), or which are recognisable during the random sampling procedure of our quality control process. Insofar as acceptance has been agreed, no duty to inspect shall exist. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking the circumstances of the individual case into account. This shall not affect our obligation to provide notice of defects discovered later. Notwithstanding our duty to inspect, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if sent within 6 working days of discovery or, in the case of obvious defects, of delivery.

(6) Subsequent performance shall also include the removal of the defective Goods and their re-installation, provided that the Goods were installed in or attached to another item in accordance with their type and intended use before the defect became apparent; this shall not affect our statutory claim to reimbursement of corresponding expenses (removal and installation costs). The expenses necessary for the purpose of inspection and subsequent performance, particularly transport, travel, labour and material costs and, if applicable, removal and installation costs, shall be borne by the Seller; even if it turns out that no defect was actually present. This shall not affect our liability for damages in the event of an unjustified request to remedy a defect. However, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.

(7) Without prejudice to our statutory rights and the provisions in para. 5, the following shall apply: If the Seller fails to fulfil its obligation of subsequent performance – by either remedying the defect (rectification) or delivering a non-defective item (replacement), at our discretion – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses incurred for this purpose or a corresponding advance payment from the Seller. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set. In this instance, we shall inform the Seller of such circumstances without delay, if possible in advance.

(8) Furthermore, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

## Article 8 Supplier recourse

(1) In addition to the claims for defects, our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to Articles 478, 445a, 445b and Articles 445c, 327 para. 5, 327u BGB) shall accrue to us without restriction. In particular, we are entitled to demand that the Seller provide exactly the type of subsequent performance (repair or replacement) that we owe our customer in the individual case; in the case of Goods comprising digital elements or other digital content, this also applies with regard to the provision of necessary updates. This shall not result in any restriction of our statutory right of choice (Article 439 (1) BGB).

(2) Prior to acknowledging or fulfilling a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Article 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB), we shall notify the Seller, briefly explaining the facts, and request a written statement. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be obligated to provide proof to the contrary.

(3) Our claims from supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way, e.g. by fitting, attachment or installation, by us, our customer or a third party.

## Article 9 Producer's liability

(1) If the Seller is responsible for product damage, it shall indemnify us against third-party claims insofar as the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

(2) Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to Articles 683, 670 BGB incurred from or in connection with a third-party claim, including recall actions carried out by us. As far as possible and reasonable, we shall inform the Seller of the content and scope of recall measures and provide it with the opportunity to comment. This shall not affect further statutory claims.

(3) The Seller shall take out and maintain product liability insurance with a suitable sum insured corresponding to the risks associated with the Goods for personal injury/property damage.

## Article 10 Statute of limitation

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding Article 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the statute of limitation shall enter into effect upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby it shall not affect the statutory limitation period for third-party claims in rem for surrender of possession (Article 438 para. 1 no. 1 BGB); claims arising from defects of title shall not become time-barred beyond this in any case as long as the third party can still assert the right against us – particularly in the absence of a statute of limitation.

(3) All contractual claims for defects shall be subject to the limitation periods of the law on sales, including the above extension, to the extent provided by law. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory statute of limitation (Article 195, 199 BGB) shall apply, unless this leads to a longer limitation period in individual cases.

## Article 11 Choice of law and place of jurisdiction

(1) These GTCP and the contractual relationship between us and the Seller shall be subject to the law of the Federal Republic of Germany, with the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.

(2) If the Seller is a merchant within the meaning of HGB, a legal entity under public law or a special asset under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our headquarters in Schwerin. The same shall apply if the Seller is a business operator as defined by Article 14 BGB. However, we are also entitled, in all cases, to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement, or at the Seller's general place of jurisdiction. This shall not affect overriding statutory provisions.