

General Terms and Conditions

The terms and conditions set forth below apply to all offers, sales, deliveries and other services rendered to companies within the meaning of Section 310 (1) German Civil Code (*Bürgerliches Gesetzbuch*, BGB). Our conditions apply exclusively. We shall not recognise any terms and conditions of the customer that contradict or deviate from our conditions, unless we have expressly agreed, in writing, that these are to apply. Our terms and conditions shall also apply if we supply deliveries to the customer without reservation, in full knowledge of conflicting or divergent terms applied by the customer. Our terms and conditions shall also apply to all future transactions with the customer, even if they are not expressly agreed again. This shall not affect any rights to which we are entitled pursuant to statutory provisions or other arrangements that go beyond the provisions of these General Terms and Conditions.

Section 1

Conclusion of Contract

- (1) All offers are subject to change and non-binding.
- (2) Price lists, newsletters, brochures, and other product descriptions that form part of the offer documents shall be approximate only, unless they are expressly designated as binding. These shall not be deemed to constitute any agreement or guarantee of corresponding quality or durability of the products.
- (3) We reserve all ownership, copyright and other intellectual property rights in all tender documents, in particular illustrations, drawings, calculations, brochures, catalogues, models and samples. Such documents are not permitted to be disclosed to third parties. The customer shall surrender all offer documentation without delay at our request if this is no longer required in the ordinary course of business.
- (4) Orders shall become binding only when confirmed by issue of written order confirmation within two weeks, or if we carry out the order. Order confirmation issued using automatic devices without a signature and name shall be deemed to have been made in writing. Our silence concerning quotes, orders, demands or other statements made by the purchaser shall be considered to constitute consent only if this was agreed in advance and in writing. We shall not be bound by order confirmations containing obvious errors, misspellings or miscalculations.
- (5) We shall be authorised to withdraw from the agreement, in whole or in part, if the customer applies for insolvency or comparable proceedings concerning its own assets or if a legitimate third-party request for the initiation of insolvency or comparable proceedings concerning the assets of the customer is rejected due to lack of assets.

Section 2

Scope of Delivery

- (1) Our written confirmation shall be decisive with respect to the scope of delivery. Any changes made by the customer to the scope of delivery require our written order confirmation in order to become binding. We reserve the right to make amendments to the construction and form of the products, provided such deviations are within the DIN tolerance thresholds or insofar as the changes are non-material and are reasonable for the customer. The same applies to the choice of material, the specification and design.
- (2) Customer expectations with respect to the products or their use shall not constitute characteristics of the products if these have not been expressly agreed as such, in writing.
- (3) Partial delivery is permissible.

Section 3

Delivery Date

- (1) Delivery dates and deadlines must be agreed in writing. Delivery dates and

deadlines are non-binding unless these have been previously described as binding.

- (2) Time limits shall begin upon issue of the order confirmation by us, but not before the requisite documentation, permits and approvals to be provided by the customer have been furnished in full, all technical issues have been clarified and any agreed advance payment made or, in the case of overseas transactions, on receipt of full payment. Deadlines shall be adjusted accordingly in these cases. Compliance with the delivery time shall be contingent on the timely and proper fulfilment of other obligations of the customer.
- (3) The delivery time is observed if the products have left the factory before expiry thereof or if we have notified the customer of readiness for collection or dispatch. Compliance with the delivery time is subject to our proper receipt of deliveries, in particular timely receipt, unless we are responsible for the cause of improper delivery. In the event of improper delivery to us, we shall be entitled to withdraw from the contract. We shall notify the customer without delay if we intend to exercise our right of withdrawal and return any advance payment rendered by the customer.
- (4) In the case of cross-border deliveries, the customer must make all necessary declarations for export from Germany and import into the destination country and take all actions, in particular procure the requisite documentation for customs clearance and comply with any requirements concerning export controls or other restrictions on marketability. All deliveries are subject to the proviso that there are no national or international regulations precluding performance, in particular export control provisions, as well as embargoes or other sanctions. Delays caused by export checks or approval processes shall override deadlines and delivery times.
- (5) We shall not be held responsible for any delays to delivery and performance attributable to force majeure and due to events that materially complicate delivery or render delivery impossible, such as strikes, lockout, official measures, energy shortages, including in instances in which the same are experienced by downstream suppliers and subcontractors, even in the case of binding deadlines and dates. This shall entitle us to delay the delivery or performance for the duration of the impediment, plus an appropriate lead-time. If the impediment lasts longer than three months, the customer is entitled after a reasonable grace period, to withdraw from the part of the contract that has not yet been fulfilled.
- (6) If we are in default of delivery, the customer shall be entitled to withdraw from the contract on expiry of a reasonable grace period set by the customer upon our entering into default of delivery.
- (7) If the customer is in default of acceptance or otherwise breaches its cooperation duties, we shall be entitled to claim reimbursement of any damage suffered, including any additional expenses incurred by us. In this case, the risk of the accidental loss or destruction of the goods or accidental deterioration of the purchase item shall pass to the customer for the duration of the period during which the latter is in default of acceptance. We are entitled upon fruitless expiry of a reasonable period set by us, to otherwise dispose of the products and to supply to the customer with a reasonable extended deadline.
- (8) In addition, the risk of accidental loss and accidental deterioration shall pass to the customer as soon as the shipment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. If, through no fault on our part, delivery is rendered impossible or delayed, the risk shall pass to the customer upon notification of readiness for dispatch. This shall apply irrespective of whether the goods are dispatched from the place of performance or who is responsible for paying the shipping costs.

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Section 4

Prices, Payment, Default in Payment

- (1) Unless otherwise provided in the order confirmation, all our prices are ex works. Freight, packaging, insurance and assembly will be charged separately. The packaging is charged at cost price. Resellers shall assume the obligation to take back packaging as set forth in the German Packaging Regulation (*Verpackungsverordnung*) and shall indemnify us in this context.
- (2) The minimum order value is EUR 30.00.
- (3) Our prices do not include VAT at the statutory rate; VAT shall be charged at the statutory rate applicable on the invoice date.
- (4) A 2 % discount is granted for payments made within 14 days of the invoice date; otherwise, the invoice amount is payable net (without deduction) within 30 days from the invoice date. This shall exclude rental invoices, the calculation of lending fees and risk management packages, as well as the acquisition of rental equipment; to this extent, the price is payable net within 14 days of the invoice date. No discounts will be granted for new deliveries if old invoices have not yet been settled. For the first delivery, delivery can also be made subject to cash on delivery or advance payment. The payment date shall be the date upon which we are able to freely dispose over the invoice amount.
- (5) In the case of long-term contracts, we are entitled to demand the following payment methods: 1/3 down payment upon order placement, 1/3 instalment upon readiness for dispatch, 1/3 final payment upon delivery or performance, but no later than 30 days from notified readiness for supply or performance.
- (6) In the case of default of payment, the customer shall be required to pay default interest of 9 % above the applicable base rate per annum. Any and all other claims to which we are entitled remain unaffected.
- (7) The customer shall be entitled to assert rights to set-off only if its counterclaims have been legally determined, are uncontested or have been acknowledged by us. In addition, it is entitled to exercise a retention right insofar as the counterclaim is based on the same contractual basis.
- (8) Should we become aware of circumstances that call into question the creditworthiness of the customer, all deferred debts shall become due immediately.

Section 5

Retention of Title

- (1) We shall retain ownership in the delivered products until such time as the purchase price has been paid in full and all claims to which we are entitled in the context of the business transaction have been settled in full.
- (2) The purchaser is under an obligation to treat the products subject to retention of title with due and reasonable care; it is required, in particular, at its own cost to insure these at replacement value against fire, water and theft. If maintenance and repair work and inspections are necessary, the customer must carry out such work in good time and at its own cost.
- (3) The customer is entitled to resell the products that are subject to retention of title in the ordinary course of its business. As a precaution, the customer shall today assign to us the claims arising from such further sale or other legal grounds concerning the delivery item, including all ancillary claims, up to the amount of the final invoice amount agreed with us (including VAT). The customer shall be entitled to collect this claim even after the assignment. This shall not affect our entitlement to collect the claim ourselves. However, we undertake not to collect the claim provided the customer fulfils its payment obligations from the sums collected, is not in default of payment and, in particular, has not applied for the initiation of insolvency proceedings or ceased to make payments. In this case, we are entitled to demand

that the customer notifies us of the assigned claims and the debtors thereof, provides all information required for the collection of the claim, submits the necessary documentation and notifies the debtor (third party) of the assignment.

- (4) The customer is not entitled to pledge the products subject to retention of title or to furnish the same as security. The customer must notify us immediately in the event of seizure or other third party interventions. If the third party is unable to reimburse to us the court and out-of-court costs of asserting our ownership rights, the customer shall be liable for the loss incurred by us, unless the customer is not responsible for such breach of duty.
- (5) In the event of breach of contract by the customer, in particular in the event of default of payment, we shall be entitled, without prejudice to our other rights, to withdraw from the agreement following a reasonable grace period set by us. The customer must grant us immediate access to the products subject to the retention of title and surrender the same. After appropriately timely advance notice, we shall be entitled to otherwise use the products subject to retention of title to satisfy our due claims against the customer.
- (6) We undertake at the customer's request to release the security to which we are entitled insofar as the utilisable value of our security exceeds the value of the claims to be secured by more than 10 %; the selection of the securities to be released shall be at our discretion.

Section 6

Warranty Claims, Damages

- (1) The warranty claims of the customer are contingent in the case of purchases and ex works deliveries on the customer having duly fulfilled its duties to inspect the goods and notify complaints pursuant to Section 377 German Commercial Code (*Handelsgesetzbuch*, HGB).
- (2) We shall not provide compensation for natural wear and tear. Nor shall we accept any liability for damage attributable to unsuitable or improper use or excessive use, in particular failure to observe the instructions for use enclosed with the device or stated on the device. In addition, if the customer or third parties perform improper maintenance work or alterations, we shall not be subject to warranty claims for these and any resulting damage.
- (3) If the product is delivered to a dealer and installed by it, the dealer shall be responsible for the proper installation and maintenance. In addition, the dealer must notify the end customer that the devices are to be used only as intended and in accordance with the instructions for use.
- (4) On receipt of goods, the transport packaging must be checked for damage. In the case of packaging damage which may have caused damage to the product, the medical product must be inspected separately.
- (5) If the purchase item or work is defective, we shall at our discretion render subsequent performance in the form of rectifying the defect or supplying a new, defect-free product or producing new work. In the case of remedying defects, we shall be required to bear all costs incurred in order to rectify the defect, in particular transport, journey, labour and material costs, insofar as these do not increase as a result of the products being transported to a location other than the place of performance.
- (6) If subsequent performance fails, the customer shall be entitled to choose whether to demand withdrawal from the agreement or reduction in price.
- (7) Unless otherwise agreed, the statute of limitations for warranty claims under sales contracts is 2 years from the time at which risk passes and 1 year in the case of contracts for works and services (repairs) and for purchase contracts pertaining to replacement parts and consumables, calculated from the time at which risk passes.

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Section 7

Quality-Related Provisions

- (1) In the event that the customer passes the products on to third parties on a commercial basis, any resale to regions and countries that have not been authorized by us is prohibited. Unless contractual provisions exist, the passing on of the products to resellers for the purposes of distribution is prohibited.
- (2) Following prior written consent from us, the customer shall obtain and maintain the required registrations for its activity as a dealer.
- (3) Changes to products or to accompanying documents, including packaging and labeling of products, are expressly prohibited unless individual contractual agreements have been made. The only exceptions to this are the affixing of additional transport packaging and the addition of dealer labels, provided these do not impair the legibility of the existing labeling and are necessary for sale to the end customer. Equally, any changes to the intended use, the statements regarding performance or safety, or the reprocessing of the products are not permitted. The products may only be marketed in line with the intended use and for the intended users in accordance with the supplied instructions for use.
- (4) The customer shall be obliged to subject the products to an incoming inspection upon delivery. It shall be obliged to observe the storage and transport conditions defined by the manufacturer and to implement the necessary prescribed hygiene conditions.
- (5) The customer undertakes to have qualified personnel train its employees, to document this, and to provide evidence of it upon request. The customer must also ensure that the customers it supplies are provided with professional instruction.
- (6) The customer shall be obliged to document all complaints, claims, and adverse events of its customers in relation to the supplied products and to make such documentation available to us immediately. In particular, the customer shall report any indications of potentially reportable events involving the supplied products to us (vigilance@richard-wolf.com) immediately and provide its full assistance in clarifying the matter. The customer shall comply with regional regulations regarding the reporting of such incidents to responsible authorities.
- (7) The customer shall ensure the traceability of all supplied products up to the end user. The whereabouts of the products is to be demonstrated to us upon request at any time. In the event of safety measures such as a recall, FSCA, or FSN, the customer undertakes to work together with us over the entire service life of the supplied products.
- (8) The customer must ensure and demonstrate that the measures specified in Section 7 (6) and (7) are implemented in its sales area over the entire service life of the supplied products.

Section 8

Liability

- (1) We shall be liable without limitation for damage relating to the breach of a guarantee or relating to injury to life, limb or health. The same shall apply in the case of intentional acts and gross negligence or insofar as we assumed a procurement risk. We shall be liable for slight negligence only in the event of the breach of material obligations inherent to the nature of the contract and of material importance to the attainment of the contractual purpose. In the event of the breach of such duties, in the case of default and frustration, our liability shall be limited to such damage as is typically foreseeable for this kind of agreement. This does not affect mandatory statutory liability for product defects.
- (2) Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our staff, employees, representatives and agents.

Section 9

Returns

- (1) National customers can make returns or exchanges in the absence of defects (returns) only within the last six (6) weeks from purchase date; for international customers, exchanges or returns are possible only within the last three months from the purchase date.

- (2) All returns must be notified to us.
- (3) Goods must be in a sellable, unused condition (including original packaging). Goods are permitted to be unpacked and the function thereof tested, but not used.
- (4) A copy of the delivery note or invoice must be enclosed with the return.
- (5) The customer/shipper must bear the cost of the return shipment.
- (6) As a rule, all sterile products and custom-made items are precluded from return. Electronic components or items (ESD) are also excluded from being returned if the original packaging has been opened.
- (7) The costs of the return shall be a flat 20 % of the net invoice value. The customer is permitted to furnish evidence that we did not incur any costs or that the costs incurred were less than this.

Section 10

Data Protection

- (1) The parties undertake to process personal data exclusively in accordance with the applicable provisions of data protection legislation, in particular the EU General Data Protection Regulation (GDPR)
- (2) The processing of personal data relating to the customer is necessary in order to execute the contract concluded with us. We hereby process the contact, purchase order, and payment information of the customer for the purposes of executing the contract (Article 6, Paragraph 1 (b) of the GDPR). In accordance with Article 13 of the GDPR, we shall inform the customer separately of any further processing.
- (3) Unless explicitly agreed otherwise, the customer may only process personal data provided to it by us for the purposes of executing the contract.
- (4) Our privacy policy can be viewed on our homepage.

Section 11

Export Control Clause for Sales Contracts

- (1) The customer undertakes to comply with the applicable regulations of national and international (re-)export control law, including any embargoes, sanctions or other restrictions on the movement of goods, when passing on the products supplied by us to third parties. In particular, the customer shall comply with the export control provisions of the Federal Republic of Germany and the European Union when passing on our products supplied to it to third parties.
- (2) The customer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) For each breach of its obligations within the meaning of paragraphs (1) and (2), the customer shall be obliged to pay us a contractual penalty amounting to 5% of the contract volume. We reserve the right to claim higher damages.
- (4) The customer shall be at liberty to prove that we have incurred less damage than the contractual penalty forfeited in accordance with paragraph 3.
- (5) If necessary for export control checks by authorities, the customer shall, upon request, immediately provide us with all information about the final recipient/end customer, the final destination and the intended use of the products delivered by us as well as any export control restrictions applicable in this respect.

Section 12

Essential Obligation of the Customer:

No (Re-)Export to Russia or Belarus

- (1) The customer undertakes to comply with the applicable regulations of national and international (re-)export control law, including any embargoes, sanctions, or other restrictions on the movement of goods, when passing on the products supplied by us to third parties. In particular, the customer shall comply with the export control provisions of the Federal Republic of Germany and the European Union when passing on our products supplied to it to third parties.

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- (2) The customer undertakes
- not to sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any products that we supply in the fulfillment of the contracts concluded by us or in connection with such contracts and that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 as amended;
 - not to sell, export, or re-export, directly or indirectly, to Belarus or for use in Belarus any products that we supply in the fulfillment of the contracts concluded by us or in connection with such contracts and that fall under the scope of Article 8g of Regulation (EC) No 765/2006 as amended.
- (3) The customer shall undertake its best efforts to ensure that the purpose of paragraph (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (4) The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (2).
- (5) Paragraphs (3) and (4) apply mutatis mutandis to prevent the purpose of paragraph (1) being frustrated.
- (6) If necessary for export control checks by authorities, the customer shall, upon request, immediately provide us with all information about the final recipient/end customer, the final destination, and the intended use of the products delivered by us as well as any export control restrictions applicable in this respect.
- (a.) Any breach of paragraphs (2) to (4) constitutes a material violation of an essential obligation of the contract concluded with us and entitles us to seek appropriate remedies.
- (b.) In the event of a breach by the customer of its obligations within the meaning of paragraphs (2) to (4), we shall be entitled to withdraw from the contract concluded with the customer or to terminate it with immediate effect.
- (c.) Furthermore, for each breach of one of its obligations within the meaning of paragraphs (1) to (4), the customer shall be obliged to pay us a contractual penalty of EUR 100,000 for an order value of at least EUR 50,000, EUR 200,000 for an order value of at least EUR 100,000, EUR 300,000 for an order value of at least EUR 150,000, EUR 400,000 for an order value of at least EUR 200,000, up to a maximum of EUR 500,000.
- We reserve the right to claim higher damages.
- (d.) The customer shall be at liberty to prove that we have incurred less damage than the contractual penalty incurred in accordance with paragraph (7) (c.).
- (7) The customer shall indemnify us in full against all claims asserted against us by authorities or other third parties due to the customer's failure to comply with the obligations under export control law listed under paragraphs (1) to (4) and undertakes to compensate us for all damages and expenses in this connection.
- (8) The customer shall immediately inform us about any problems in applying the obligations under export control law in the commercial chain listed under paragraphs (2) to (4), including any relevant activities by third parties that could frustrate the purpose of paragraph (2). The customer shall make available to us information concerning compliance with the obligations under paragraphs (2) to (4) within two weeks of the simple request of such information.
- (9) The obligations under export control law listed under paragraphs (2) to (4) do not apply if the customer is domiciled in one of the following countries: USA, Japan, United Kingdom/Great Britain, South Korea, Australia, Canada, New Zealand, Norway, and Switzerland
- (10) The obligations listed under paragraphs (1), (2) and (3) shall not apply if the customer is domiciled in one of the following countries: USA, Japan, United Kingdom/Great Britain, South Korea, Australia, Canada, New Zealand, Norway, and Switzerland.

Section 13

Compliance with Statutory Provisions, Regulations, and Requirements by our Company

- (1) Guarantees, obligations, confirmations, or declarations regarding compliance with domestic or foreign laws, regulations, and provisions under public law by

our company, in particular in the areas of criminal law, corruption, antitrust law, environmental protection, human rights, occupational health and safety, and minimum wages, only constitute a contractual obligation by us toward the customer if we have expressly agreed to this in writing.

The same applies in relation to the customer's demand that our company complies with non-legally binding standards, such as

- the supplier code of conduct on the basis of the CSR (corporate and social responsibility) principles of the UN
 - the principles of the Global Compact Initiative of the UN in the form of guiding principles for business with respect to the protection of human rights, the abolition of forced and child labor, the elimination of discrimination in respect of employment and occupation, and responsibility for the environment
 - the ISO 26000 standard
 - other codes of conduct of the customer
- (2) If we breach the provisions under public law that are applicable to our company, the customer shall be entitled, based upon the merits and in terms of amount, to exercise solely the legally stipulated rights of recourse against us, unless we have expressly agreed further legal consequences in writing. This concerns, in particular, rights of termination and withdrawal, contractual penalties, and claims for damages, expenses, and indemnity. In the event of a breach of standards that are not legally binding, the customer can only assert rights against us that have been expressly agreed in writing.
- (3) Rights of inspection and audit for the benefit of the customer for the purposes of monitoring or in the event of suspected violations in aforementioned areas in line with paragraph (1) (compliance violations) require an express written agreement. The same applies in relation to duties to inform on our part required in these areas.
- (4) We shall not be liable for compliance violations by third parties, in particular by our suppliers, unless this has been expressly agreed in writing.

Section 14

Applicable Law, Place of Jurisdiction

- (1) The transfer of rights and duties of the customer to third parties is permissible only with our prior written consent.
- (2) The contractual relationship shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11.04.1980, as well as the rules on the conflict of laws under international private law.
- (3) The place of jurisdiction for all disputes shall be:
- (a.) The court with jurisdiction for our registered place of business.
- (b.) We are also entitled to sue the customer at its place of residence.
- (4) Unless otherwise stated in the order confirmation, the place of performance shall be our place of business.
- (5) Should any provision of these General Terms and Conditions be or become invalid or unenforceable, in full or in part, or if these General Terms and Conditions contain a gap or omission, this shall not affect the validity of the remainder of the provisions. The valid or enforceable provision that comes closest to achieving the purpose of the invalid or unenforceable provision shall be deemed to apply in place of the invalid or unenforceable provision. In the event of a gap or omission, the provision that corresponds to what the parties would have agreed in view of the purpose of these Terms and Conditions, had they considered the matter from the outset, shall be deemed to have been agreed.

Knittlingen, October 2024