

1. Scope of application, General

1.1 For goods and services provided by SCHMITZ u. Söhne GmbH & Co. KG (contractor) for entrepreneurs within the meaning of Section 14 of the German Civil Code [BGB], public legal entities or investment funds under public law within the meaning of Section 310 BGB (customer), the supply of goods and services by the contractor shall be governed exclusively by these General Terms and Conditions ("terms and conditions" or "GTC").

1.2 Deviations from these terms and conditions require the contractor's written confirmation. Deviating terms and conditions of the customer or third parties are not applicable even in cases where the contractor does not explicitly contradict their validity in an individual case. These terms and conditions are valid also if the contractor, in knowledge of contradicting or deviating conditions of the customer, supplies the customer without reservation.

1.3 The version of the terms and conditions valid at the date of concluding the contract is binding. These terms and conditions are also valid for future supplies, services or offers to the customer even if they are not again separately agreed.

2. Offers, conclusion of contract

2.1 All offers of the contractor are subject to change and non-binding, provided they are not explicitly stated as binding or contain a defined acceptance period. A contract - unless otherwise agreed - is concluded only after written order confirmation by the contractor.

2.2 The scope of service provision defined by the order confirmation is binding and conclusive. Deviations and/or amendments to the contract are only valid with written confirmation by the contractor.

2.3 Declarations made by the contractor in connection with this contract (e.g. service description, reference to norms like DIN or EN, etc.) are solely descriptions of the goods and services and do not represent any provision of guarantees. A provision of a guarantee shall only be deemed to exist if this is expressly declared by the contractor.

2.4 Information regarding our goods and services contained in our catalogues, prospectuses, general offers or accompanying documents (e.g. illustrations, drawings, indications of weight and measurements) may contain deviations and are only approximate indications unless explicitly stated as binding or the usability for the purpose of the contract requires precise conformity. These specifications are not guaranteed characteristics but rather a description or labelling of goods or services.

2.5 The contractor reserves the ownership rights and copyright for the templates, cost estimates, drawings

and similar information issued by him, irrespective of whether they are in tangible or intangible form, i.e. also in electronic form. They may not be made available to third parties.

2.6 The contractor maintains the right to supply outstanding goods or services only in return for advance payment or collateral should, after conclusion of the contract, circumstances become known that could significantly reduce the credit standing of the customer resulting in the customer's payment of the contractor's outstanding receivables from the respective contractual relationship being at risk (including from other individual orders under the same framework contract).

3. Confidentiality

The customer undertakes to maintain the confidentiality of any and all business, operating and technical matters of the contractor which have or will become known in connection with the provision of goods and services, including after the end of the contractual relationship, so long and insofar as this information is not otherwise publicly known, or the contractor dispenses with confidentiality in writing, or the customer is otherwise obligated to disclose this information due to a legally binding official directive or court order.

4. Prices, payment terms

4.1 Prices are stated in euro ex works 59199 Bönen, (EXW according to Incoterms 2020) plus packaging, statutory VAT; for export supplies also plus customs as well as fees and other public charges. The deduction of a discount is only permissible following written special agreement.

4.2 Invoices, unless otherwise agreed, are to be paid upon receipt of the goods or services in the agreed currency without deduction. The cost of payment is borne by the customer.

4.3 Payment arrears, regardless of fault of the customer, are subject to the statutory interest on arrears. In case of default, the statutory rights to damages and withdrawal from the contract are retained. Upon default of payment, EUR 5.00 shall be charged per reminder, unless higher costs have been incurred or lower costs can be demonstrated by the customer.

4.4 The contractor reserves the right to use payments to settle the oldest due invoice items plus the interest and costs accrued on them. This shall occur in the following order: costs, interest, principal claim.

4.5 Unless otherwise agreed, payment to the contractor for the supply of goods and services abroad shall be by way of an irrevocable and confirmed letter of credit from a major European bank, payable to the

benefit of the contractor upon presentation of the documents to this bank. The customer shall bear the costs for payment by letter of credit.

4.6 Cheques and other means of payment will only be accepted following separate agreement and only on account of performance. For this payment method, the receipt of payment date is deemed to be the day the amount is available to the contractor. Discount and collection charges are borne by the customer.

4.7 In case of 'as new' reconditioned parts, where the contractor reconditioned these parts, there is a requirement to subject the replacement amount plus 10% of the value of goods representing the value of old part to VAT pursuant to the German Value-Added Tax Act [UStG]. The VAT may be charged to the customer.

4.8 Additional fee for small orders: For small orders below a value of EUR 50.00 (net), the contractor is entitled to charge a processing fee of EUR 15.00 plus statutory VAT.

5. Delivery and delivery time

5.1 Deliveries are made ex works 59199 Bönen (EXW according to Incoterms 2020).

5.2 The contractor is entitled to make partial deliveries provided this is reasonable for the customer. A partial delivery is deemed to be reasonable for the customer if:

- the partial delivery can be used by the customer within the scope of the contractually intended purpose,
- delivery of the remainder of the goods ordered is ensured, and
- a partial delivery will not result in any significant additional effort or additional costs for the customer (unless the contractor commits to assuming these costs).

5.3 Adherence to the period set for goods and services requires all commercial and technical questions to be clarified between the contractor and customer and the customer to fulfil all his obligations, e.g. the provision of documentation, other provision of materials, approvals or releases, or advance payment being made. If this is not the case, the lead time shall be extended appropriately. This does not apply where the contractor is responsible for the delay.

5.4 The lead time is met if the delivery item has left the factory or readiness for dispatch has been notified before the lead time expires. If acceptance is required, the acceptance date – except for justified rejection of acceptance – shall be decisive or, alternatively, notification of readiness for acceptance.

5.5 If the dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the costs incurred due to the delay shall be charged within one month after notification of dispatch or readiness for acceptance.

5.6 In cases of force majeure, the deadline for the supply of goods and services shall be extended as appropriate by the period of obstruction, in particular in the case of natural events, damage to machinery and other operating disruptions, actions taken in the course of labour disputes, in particular strikes and lock-outs, as well as in the case of unforeseeable obstacles and incorrect or late delivery from our own suppliers, provided this is beyond the control of the contractor. To the extent that such events significantly impede the supply of goods or services by the contractor or make this impossible and the obstruction is not of a temporary nature only, the contractor is entitled to withdraw from the contract. Insofar as the customer cannot reasonably accept supply due to the delay, he may withdraw from the contract following prompt written declaration to the contractor.

5.7 For supplies to countries in the European Union, the customer is obliged to provide the contractor with his VAT identification number (VAT ID) with the order at the latest.

5.8 If the contractor incurs delays in the supply of goods or services or supply is impossible for whatever reason, the liability of the contractor shall be limited to indemnification for damages under clause 10.

6. Dispatch, packaging, transfer of risk of loss

6.1 Unless otherwise agreed, supply by the contractor is ex works 59199 Bönen (EXW according to Incoterms 2020), excluding packaging.

6.2 The risk of accidental loss or accidental deterioration of the goods is transferred to the customer at the latest with the handover of the delivery item (determined by the start of the loading process) to the carrier or other third party carrying out the shipment. This also applies where partial deliveries are carried out or the contractor assumed other services (e.g. shipment or installation). If shipment or handover is delayed due to circumstances caused by the customer, the risk shall be transferred to the customer from the date the delivery item is ready for dispatch and the contractor notifies the customer of this accordingly.

6.3 If the contractor carries out the assembly and/or commissioning of the delivery item within the scope of the supply contract, the risk is transferred to the customer upon commissioning.

If commissioning is not carried out within 14 days after written notification of the completion of assembly for

reasons for which the contractor is not responsible, the risk is transferred to the customer after expiration of this period. If the assembly or commissioning is delayed due to reasons for which the customer is responsible, the risk is transferred to the customer.

6.4 For the transfer of software by means of electronic communications media (e.g. via the internet), the risk is transferred when the software leaves the contractor's sphere of influence.

7. Acceptance

7.1 If the customer is hindered from acceptance by circumstances as designated in clause 5.6 of these terms and conditions, the acceptance deadline and deadline to give notice of defects, pursuant to Clause 8.2, shall be extended as appropriate.

7.2 Insofar as acceptance is required, the goods purchased are deemed accepted if:

- supply and, where the contractor is also liable for installation, installation is complete,
- the contractor has notified the customer to this end, with reference to the assumed acceptance under clause 7.2, and has requested the customer take acceptance,
- two weeks have passed since supply or installation, or the customer has begun using the purchased goods (e.g. due to commissioning) and, in this case, six days have passed since supply or installation and
- the customer has refrained from acceptance within this period of time for reasons other than a defect reported to the contractor which significantly impairs use of the purchased goods or makes their use impossible.

8. Notice of defects, warranty, defect of quality

8.1 Warranty claims by the customer shall lapse twelve months after supply of the delivery item, unless otherwise agreed.

8.2 Where not otherwise agreed hereinafter or individually in the contract, the warranty rights of the customer require that the customer has properly fulfilled his obligations in respect of inspection and notification of defects under Section 377 of the German Commercial Code [HGB].

8.3 The customer shall carefully examine the delivered items promptly following supply to him or third parties specified by him, in particular to determine whether there are any missing parts or damages in transit. In the case of damages in transit, a damage report shall be completed to secure any possible damage claims against the transport company (post, rail, carrier, etc.). The contractor shall be notified of this damage report without delay.

8.4 Notice is to be given to the contractor of any externally visible damage for supplies ex works (EXW pursuant to Incoterms 2020) prior to loading by the customer, or his transport service provider, and in the case of supply by the contractor, upon the customer's transport service provider taking delivery of the item.

8.5 With regard to hidden defects, the delivery items are deemed approved by the customer if notification of defects is not received by the contractor promptly, at the latest within two weeks after the defect becomes apparent. If the defect was already apparent to the customer in the course of normal use at an earlier date, this earlier date determines the starting date for the deadline to notify defects.

8.6 On request of the contractor, a rejected delivery item shall be sent back to the contractor with freight prepaid. In the case of legitimate notification of defect, the contractor shall reimburse the costs of the least expensive shipment route. This does not apply if the costs are higher because the delivery item is at a location other than that of intended use as cited in the order.

8.7 In the case of quality defects of the supplied items, the contractor is obliged and entitled to make a decision within a reasonable time period as to whether to initially repair or replace the item. In the case of failure, i.e. impossibility, unreasonableness, refusal or undue delay of the repair or replacement, the customer can withdraw from the contract or reduce the purchase price appropriately.

8.8 A defect is not deemed to exist if the item is suitable for the customary use and a characteristic is exhibited which is normal for items of the same kind and that could have been anticipated by the customer. The usability of disposable products is limited to the first use. Furthermore, a defect of quality is not deemed to exist in the case of defective assembly instructions if assembly was carried out correctly. There is no defect of quality if the contractor supplies a marginally different quantity (up to 5% deviation) than was agreed in the contract. There is also no defect of quality in the case of unsuitable or improper use, incorrect storage, incorrect assembly or commissioning by the customer or third parties, natural wear and tear, incorrect or negligent treatment, non-compliant maintenance, use of unsuitable operating materials, defective construction work and for chemical, electrochemical or electrical influences for which the contractor is not responsible.

8.9 Where a defect is based on the fault of the contractor, the customer can claim damages under the conditions and limitations specified in clause 10.

8.10 In the case of defects of components from other manufacturers that cannot be eliminated by the contractor due to licensing or factual reasons, the contractor shall make warranty claims against the manufacturer and supplier on behalf of the customer or assign the warranty to the customer. Warranty claims against the contractor shall arise for such defects under the other conditions and pursuant to these GTC only where legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. The time limitation on the relevant warranty claims of the customer against the contractor shall be suspended during the period of legal action.

8.11 Any replaced parts shall become the property of the contractor. The contractor hereby already consents to this (re)transfer of ownership.

8.12 The warranty shall not apply if the customer changes the delivery item or allows it to be changed by third parties without the consent of the contractor and the rectification of the defect becomes impossible or unreasonably difficult as a result of this. In any event, the customer shall bear the additional costs of rectification of defects arising from the change. If the customer or a third party improperly conducts repairs, the contractor shall not be liable for any consequences arising therefrom. The same applies to changes made to the delivery item without the prior consent of the contractor or for the extension of software by the customer or a third party beyond the interface provided for by the contractor. Only in urgent cases of risk to safety or to prevent disproportionately greater damage whereby the contractor shall be notified immediately, the customer has the right to remedy defects or have them remedied by third parties and to claim reimbursement of the necessary expenses from the contractor.

8.13 In individual cases, the supply of used items as agreed with the customer is made without any warranty of quality.

8.14 Software: Before concluding the contract, the customer has examined that the specifications of any possible supplied software correspond to his wishes and needs. The customer is aware of the key features and conditions of the software. Product descriptions, presentations, test programs, etc. are service descriptions and do not constitute warranties (cf. clauses 2.4 and 2.5). Functional impairment of the program resulting from hardware defects, environmental conditions or operating errors is not a defect. A negligible reduction of quality shall be disregarded. Furthermore, a defect is not deemed to exist in the case of non-reproducible software errors or

errors that do not arise in the most recent software version provided to the customer by the contractor, provided use of the most recently provided software version is reasonable for the customer.

9. Display goods, test goods, bridging goods

9.1 Goods supplied by the contractor for display, testing or bridging purposes remain the property of the contractor and may not be sold to third parties without the written consent of the contractor. The customer of the respective products is liable for loss or damage insofar as he is responsible for this or to the extent that such damage is insurable.

9.2 The consumer is obliged to carefully handle the goods provided on loan for display ("display goods"). Within the time period provided in the order confirmation and/or the delivery note, the customer has the right to return the display goods to the contractor if these have not been used or refurbished (cleaning, disinfection, sterilisation) and are returned in the undamaged and unmarked original packaging. If the return does not occur promptly at the end of the stated time period at the customer's expense and risk or if the display goods do not meet the previously described condition, a purchase contract for the display goods is deemed to have been concluded. In this case the customer shall receive a separate invoice for the goods.

9.3 The customer undertakes to handle the goods provided on loan for testing purposes with care and according to their intended use as set out in the manufacturer specifications and bears the costs associated with the consumables going beyond the basic equipment of the goods loaned for testing ("test goods"). Within the period stated in the order confirmation and/or the delivery note, the customer has the right to return the test goods to the contractor if these are not damaged, treated in accordance with manufacturer specifications (i.e. cleaned, disinfected and possibly sterilised) and correctly packaged. If the return is not carried out promptly following expiry of the stated time period at the customer's expense and risk or the test goods do not meet the previously described condition, in particular due to excessive use, a purchase contract for the test goods is deemed to have been concluded. In this case the customer shall receive a separate invoice for the goods.

9.4 The customer undertakes to handle the goods provided on loan to bridge the repair time with care and according to their intended use as set out by the manufacturer specifications ("bridging goods"). A usage fee shall be charged if the contractor does not receive a repair order from the customer or if the customer returns damaged or incomplete bridging goods to the contractor. If the return does not occur promptly at the end of the time period stated in the

order confirmation and/or delivery note at the customer's expense and risk, a purchase contract for the bridging goods is deemed to have been concluded. In this case the customer shall receive a separate invoice for the goods.

10. Liability for damages caused by fault

10.1 The liability of the contractor for damages for whatever reason, in particular on grounds of impossibility, delay, defective or incorrect supply, breach of contract, breach of duties arising from contract negotiations and tort, insofar as there is fault in each case, is limited pursuant to clauses 10.1 to 10.6.

10.2 The contractor is not liable in cases of ordinary negligence of his corporate bodies, legal representatives, employees or other vicarious agents, insofar as there is no breach of significant contractual obligations, i.e. obligations which need to be met to enable the proper execution of the contract in the first place and upon whose adherence the contractual partners routinely relied upon and were permitted to rely upon, and whose culpable non-fulfilment jeopardises the achievement of the purpose of the contract.

10.3 If the contractor is liable for damages on the merits of clause 10.2, this liability shall be limited to foreseeable, typically occurring damage at the date the contract was concluded. Furthermore, indirect damages and consequential damages that are the consequence of defects of the delivery items are recoverable only if such damage can be expected as typical through proper use of the delivery item.

10.4 The aforementioned liability exclusions and limitations shall apply to the same extent to the benefit of the contractor's corporate bodies, legal representatives, employees and other vicarious agents.

10.5 The limitations set out in clause 10 shall not apply to liability of the contractor for wilful misconduct and gross negligence, for defects whose absence the contractor assured or guaranteed, for defects the contractor concealed in bad faith, for injury to life, limb or health, or for violations of the German Product Liability Act.

10.6 The customer must take all necessary and reasonable measures to prevent or limit damage, in particular the customer has to ensure regular backup of programs and data.

11. Offsetting, right of retention

The customer is only entitled to the right to withhold payments or offset against counterclaims to the extent that his counterclaims are unchallenged or found to be legally valid. Other rights of retention can only be

asserted insofar as they are based on the same contractual relationship. Rights of retention arising from defects may only be asserted under the above conditions in proportion to the defects which have occurred.

12. Industrial property rights and copyrights, legal defects

12.1 Unless otherwise agreed, the contractor is obliged to deliver goods and services free from third-party industrial property rights and copyrights ("property rights"). If a third party raises legitimate claims against the customer for violation of property rights arising from supplies made by the contractor according to contract, the contractor is liable to the customer under the following conditions within the time period determined in clause 8.1 of these terms and conditions.

12.2 The contractor shall, at his discretion and expense, either obtain a right of use or change the relevant goods or services so that the property right is no longer infringed, or exchange the goods or services while continuing to fulfil the contractually agreed functions. If this is not possible for the contractor under reasonable conditions, the customer is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any damage claims are subject to the limitations set out in clauses 10 to 10.6 of these terms and conditions. The aforementioned obligations shall only apply insofar as the customer promptly notifies the contractor in writing of the claims asserted by a third party, does not acknowledge a violation to the third party and leaves all defence measures and settlement negotiations to the discretion of the contractor. If the customer ceases to use the goods or services, he is obliged to indicate to a third party that discontinuation of use does not constitute acknowledgement of a property right infringement.

12.3 Claims of the customer are excluded if the property right infringement is caused by specifications of the customer, by an application not foreseeable by the contractor, by a change made by the customer or by use of the goods or services in combination with products not supplied by the contractor.

12.4 In all other respects, clauses 8 to 8.14 of these terms and conditions shall apply accordingly for legal defects. Damage claims of the customer are subject to the limitations set out in clauses 10 to 10.6 of these terms and conditions.

13. Retention of title

13.1 The contractor retains the title to the supplied goods (hereinafter "goods under retention of title") until payment of all customer liabilities arising from the business relationship, including ancillary claims, damage claims and cashing of cheques and exchange

bills. (If individual receivables are incorporated into a current invoice, retention shall remain and relate to the recognised balance.)

13.2 The customer is obliged to carefully store the goods under retention of title for the contractor, to maintain and – subject to any warranty provided by the contractor for defects of quality pursuant to clause 8 of these GTC – repair them at his own expense, to adequately insure the goods at his own expense at replacement value against theft, breakage, fire, water or other damage within the scope of prudent commercial judgement, and to substantiate this on demand. The customer transfers his claims from the insurance contracts in advance to the contractor.

13.3 In case of breach of contract by the customer, in particular default of payment, the contractor is entitled to take back the supplied items without an extension of time. In taking back items, the contractor withdraws from the contract. If the contractor withdraws from the contract, the contractor can demand an appropriate fee for the duration of the transfer for use of the goods under retention of title, taking into account the customary value of the transfer for use and the loss of value which has arisen in the meantime. The customer hereby grants the contractor access to his business and operating premises, insofar as this is necessary for collection of the delivery items. Additional statutory claims arising from the withdrawal shall remain unaffected.

13.4 The contractor is free to seize the delivery items. This shall not constitute a waiver of retention of title. In refusing seizure, the customer loses his right of contract performance.

13.5 In the case of seizure or other third-party intervention of goods under retention of title or, assigned receivables in the case of extended retention of title, the customer must notify the contractor promptly in writing so that the contractor can take legal action pursuant to Section 771 of the German Code of Civil Procedure [ZPO]. Costs arising from the intervention, in particular judicial and extra-judicial costs of legal action pursuant to Section 771 ZPO are to be reimbursed to the contractor by the customer in the case of uncollectibility.

13.6 The customer may not, insofar as he is not a reseller within the meaning of clause 13.7, sell, charge or dispose of the item in any other way until full payment is made.

13.7 In the case of resales, the following shall also apply:

a) The customer is entitled to sell the goods under retention of title in the ordinary course of business. However, this shall not apply if and insofar as an assignment prohibition regarding the purchase price

claim is agreed between the customer and his buyers. The customer is not entitled to seizures, assignments as security or other charges. In the case of resale, the customer shall make the transfer of ownership dependent on full payment of the goods by his buyers.

b) The customer already transfers the receivables from the resale of the goods under retention of title to the contractor as security for all claims of the contractor against the customer arising from the business relationship. All ancillary and security interests including bills of exchange and cheques are included in the claims from a resale. If goods under retention of title are sold together with other products at an overall price, the assignment shall be limited to the proportional amount of the invoice for the goods under retention of title. The same shall apply in the case of processed or mixed goods, in line with the proportion of the invoice value of our goods to the invoice value of the other processed or mixed goods.

c) The customer is entitled to collect receivables from a resale. This shall not affect the authority of the contractor to collect receivables. However, the contractor undertakes to not collect the receivable as long as the customer fulfils his payment obligations arising from the proceeds collected, does not delay payment and, in particular, there is no application to open insolvency proceedings. Where the customer's collection authorisation has expired, the customer is obliged to notify the contractor on demand of the assigned receivables and their debtors, provide all information required for collection, hand over the corresponding documents, and inform the debtors of the assignment.

13.8 The contractor is obliged, upon request of the customer, to promptly release at his discretion any securities to which he is entitled, to the extent that the value exceeds, not just temporarily, the claims to be secured by more than 50%.

13.9 Through processing, the customer shall not acquire ownership in whole or in part of the manufactured goods; processing shall be uncompensated solely for the contractor as manufacturer within the meaning of Section 950 BGB. Should retention of title nevertheless expire for any reason, the customer and contractor are already in agreement that ownership of the goods shall pass to the contractor upon processing, that the contractor shall assume the transfer of title and that the customer shall remain the uncompensated custodian of the goods.

13.10 Should the goods under retention of title be processed or inseparably mixed with goods owned by third parties, the contractor shall acquire co-ownership of the new items or the mixed inventory. The extent of this co-ownership shall be determined by the ratio of

the invoice value of the supplied goods under retention of title to the invoice value of the other goods. In all other respects, clauses 13.1 to 13.8 shall apply to cases under clauses 13.9 and 13.10.

14. Safety regulations

The customer is responsible for compliance with national laws, regulations and legal safety provisions, installation, operation, maintenance and repair of the delivery items, particularly regulations under medical products law, and is obliged to fulfil these obligations. The customer is obliged to indemnify the contractor against all claims arising from non-compliance with such provisions by the customer.

15. Applicable law, jurisdiction, severability clause, language

15.1 German law applies to the contractual relationship with the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

15.2 The jurisdiction for any possible disputes arising from the business relationship between the contractor and customer is, at the discretion of the contractor, the competent court at the registered office of the contractor or the customer. However, in the case of legal action against the contractor, the registered office of the contractor is the exclusive place of jurisdiction.

15.3 By way of precaution, it is stated that the prevailing version of the text is that drafted in German. The English version is for information purposes only.