



1. Applicability, conclusion of contract, form

- 1.1 All our deliveries, services and quotations are based on these General Terms and Conditions of Sale and Delivery. They are part of all contracts we conclude with our contractual partners ("Buyers") for the deliveries and services offered by us.
- 1.2 Our General Terms and Conditions of Sale and Delivery apply only if the Buyer is a business (§ 14 BGB [German Civil Code]), a legal entity under public law or an investment fund under public law. Our General Terms and Conditions of Sale and Delivery (GT&Cs) shall apply in particular to contracts for the sale and/or delivery of movable items ("Goods"), regardless of whether we manufacture the Goods ourselves or procure them from suppliers (§§ 433, 650 BGB). Unless agreed otherwise, the GT&Cs shall apply as a framework agreement in the version valid at the time of the order or in the version most recently notified in text form and they shall also apply to future contracts of the same kind, without requiring our repeated reference to them in each individual case. We shall inform our contractual partners in writing of any changes to our GT&Cs.
- 1.3 Our General Terms and Conditions of Sale and Delivery apply exclusively. Contrary or opposing terms and conditions in the Buyer's General Terms and Conditions of Business shall only become part of the contract if and insofar as we have expressly agreed in writing to their applicability. This requirement for our agreement shall apply in all cases, for example even if we perform delivery to the Buyer unconditionally, in the knowledge of the Buyer's opposing terms or terms deviating from our GT&Cs.
- 1.4 The contract of sale, including these General Terms and Conditions of Sale and Delivery, coming into effect regularly by our order confirmation, shall be solely decisive for the legal relationships between us and the Buyer. Verbal assurances prior to the conclusion of the contract of sale and subsequent additions, modifications and side agreements shall become binding only upon our written confirmation.
- 1.5 Individual agreements made in the specific case with the Buyer (including side agreements, additions and changes), even if they are made after the contract of sale is concluded, shall take precedence over these GT&Cs in all cases. The contract in text form or our confirmation in text shall be decisive for the content of such agreements.
- 1.6 Declarations and notifications of the Buyer (e.g., setting of deadlines, notice of defects, withdrawal or reduction), which are relevant in legal terms and relate to the contract, shall be submitted in text form. Statutory provisions on form and further verifications, in particular, in cases of doubt as to the legitimacy of the party issuing the declarations, shall remain unaffected.
- 1.7 Notices as to the applicability of statutory regulations shall have only clarifying meaning. Therefore, the statutory provisions shall apply, even without such a clarification, unless they are directly modified or expressly excluded in these GT&Cs.

2. Offer and offer documents

- 2.1 Our offers are subject to change and are non-binding unless they are marked explicitly as being binding or if they contain a certain acceptance period.
- 2.2 We reserve all property rights and copyrights to illustrations, drawings and other documents made available to the Buyer. Such documentation may only be passed on to third parties with our express prior agreement and must be returned to us without delay on request.
- 2.3 Insofar as information about the Goods to be delivered become part of the contract, this information shall contain an assurance, guarantee of condition and quality, warranty of durability or other guarantee only to the extent that we expressly extend such guarantee or assurance. The granting of an assurance or guarantee shall be effective only with our express confirmation.
- 2.4 Our sales representatives shall be authorised to represent our company only if and insofar as we have issued them written power of attorney.
- 2.5 The Buyer's order for the Goods shall be regarded as a binding declaration to conclude a contract. Unless stated otherwise in the order, we shall have the right to accept the offer of a contract implicit in the order within 2 (two) weeks of receiving it (acceptance period). The Buyer shall be bound by its contractual offer for the duration of the acceptance period. We shall declare our acceptance by our order confirmation or by delivery of the Goods to the Buyer.

3. Prices and terms of payment

- 3.1 The prices quoted in our order confirmation or invoice, even if they differ from the offer, shall apply to all supply agreements. If the agreed prices are based on our list prices and if the delivery is not to be made in accordance with the contract until four months after our order confirmation, the list prices valid on delivery shall apply, subject to an explicit agreement stating otherwise. Our list prices include the price adjustments currently required to reflect the increase in prices of raw materials, energy prices and salaries and are only included to the extent required. All prices are stated in EUROs ex works, Böttingen "EXW" (Incoterms® 2020), excluding freight, insurance, customs duties, fees and other public charges and plus the statutory value added tax. In the case of international sales that are exempt from

value added tax the Buyer is required to send us confirmation that the Goods are received at the agreed delivery destination.

- 3.2 A minimum order value of €250.00 (net value of goods) will normally apply. The value of the goods is exclusive of packaging and carriage costs. If the minimum order value is not achieved we are entitled to apply a logistics surcharge of €25.00 (net).
- 3.3 Our prices apply only to the scope of supply and service set out in the order confirmation. A separate invoice shall be issued for additional or special services.
- 3.4 Unless agreed otherwise in text form, all invoices are due for payment on the 14th day after the date shown in the invoice without deductions. The legal provisions shall apply in the event of failure to meet the payment deadline. This shall not affect our right to bring a higher claim for damages due to the delay. This shall not affect our right to charge the commercial interest on late payments (§§ 353, 352 para. 1 HGB [German Commercial Code] of 5% annually.
- 3.5 We may invoice on delivery for part deliveries, which we have the right to provide.
- 3.6 If an invoice payment is overdue despite two payment reminders all outstanding invoices for which we have granted payment terms shall become due with immediate effect.
- 3.7 Except where otherwise required by law, the Buyer may only offset or withhold payments if its counterclaims have been confirmed by a final court judgement, are uncontested or are acknowledged by us. The counter rights of the Buyer shall remain unaffected for defects of delivery.
- 3.8 The Buyer may only claim a right to withhold payment if its counterclaim has its basis in the same contractual relationship and furthermore has been confirmed by a final court judgement, is uncontested or is acknowledged by us.
- 3.9 If justified doubts arise after execution of contract regarding our claim to the purchase price due to the Buyer's inability to perform, we have the right to require advance payment or collateral security for any deliveries still outstanding. We furthermore have the right in accordance with the statutory provisions to refuse performance and to withdraw from the contract after a reasonable grace period (§ 321 BGB). With respect to contracts regarding the supply of products which we manufacture to the Buyer's special requirements (customised products), we may declare our withdrawal with immediate effect; this shall not affect the statutory regulations on the need to set a reasonable grace period.

4. Delivery, shipping insurance

- 4.1 Deliveries are made ex works Böttingen "EXW" (Incoterms® 2020).
- 4.2 Deliveries and services may be made in instalments insofar as this is reasonable at any time unless agreed otherwise.
- 4.3 If a patent suit of a third party is threatened or already pending in court or regulatory requirements or comparable good causes, e.g. quality defects arisen during production, might compromise the conformity of our Goods, we shall have the right to interrupt or entirely stop the supply for good cause. In that case, the Buyer may withdraw from its order for cause without observation of a notice period. Claims for damages by the Buyer for reason of withdrawal are excluded. We shall refund instalment or advance payments without delay for Goods not delivered in consequence of the withdrawal.
- 4.4 We have the right, but no obligation, to insure deliveries in the name and for the account of the Buyer. In the event of transport damages, the Buyer shall without delay initiate a damage survey by the competent bodies and inform us.

5. Delivery period, delay in delivery, returns

- 5.1 Any times or deadlines for deliveries and services contained in our offers or the order confirmation are estimates and are approximations at all times except where a fixed time or a fixed deadline has been accepted or agreed. For sales ex-works, the delivery deadlines are deemed to be met if we make the Goods available to the Buyer at our works premises within the delivery period or by the delivery deadline. If shipping has been agreed the delivery periods and deadlines relate to the point of handover to the haulier, freight forwarder or other shipping contractor. The risk of accidental loss and accidental deterioration of the Goods shall pass to the Buyer upon handover to the Buyer or shipping agent.
- 5.2 If the Buyer is in delay of acceptance, fails to perform its actions in cooperation or our delivery is delayed for other reasons at the Buyer's fault, we are entitled to demand compensation for damages arising including any additional expenses (e.g. warehousing costs). For this we shall charge a flat compensation fee of €20.00 per calendar day, starting from the delivery deadline, or in the absence of such on the notice of readiness for shipment. This shall not affect proof of a higher loss and our statutory claims (in particular for the refund of additional expenses, appropriate compensation and termination); however the lump sum shall be deducted from further monetary claims. The Buyer is at liberty to prove that a damage or depreciation either has not taken place at all or is substantially lower than the lump sum claimed.



- 5.3 If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of performance), we shall notify the Buyer without delay, at the same time stating the expected new delivery period/deadline. If the obstruction is of a temporary nature, deadlines/periods for delivery and service shall also be extended or postponed, independently of our notification of an expected new delivery period/deadline, by the period during which the obstruction applies plus an appropriate lead time. If performance is still not available within the new delivery period we shall be entitled to withdraw from the contract either wholly or in part; we shall reimburse any consideration provided by the Buyer without delay. A case of non-availability of performance within this meaning shall most notably be deemed to apply if we are not supplied on time by our suppliers, if we have agreed a matching cover transaction, neither we nor the supplier is at fault or we are not under any obligation to procure the supply in the individual case.
- 5.4 We shall not be liable for delayed or failed performance where this is caused by force majeure or other events beyond our control that were unforeseeable at the time of signing of the contract. This shall apply regardless of whether such obstructions occurred at our end or at the upstream supplier. Under these conditions we shall not be liable in particular for strikes, lawful lock-outs, official measures including such which are based on infection protection measures or are otherwise caused by an epidemic or pandemic, difficulties obtaining the necessary official approvals and other regulatory restrictions which are imposed not by authorities but by delegated enterprises (Notified Bodies) which are involved by law in our production and supply chain.
- 5.5 The onset of our delay in delivery shall be governed by the statutory provisions. In any case, however, the Buyer shall be required to issue a reminder. If we are in delay, the Buyer is entitled to demand lump sum compensation of its default damage in the amount of 0.5% of the net price (delivery value) per full calendar week, but not more than 5% of the net price of the Goods delivered late. We are at liberty to prove that the Buyer has not suffered any damage or depreciation at all or its loss is substantially lower than the lump sum claimed.
- 5.6 The Buyer's rights under § 8 of these GT&Cs and our statutory rights, in particular in the event of an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of the performance and/or subsequent performance) shall remain unaffected.
- 5.7 We shall accept return shipments from the Buyer for reasons not at our fault only upon prior agreement. In these cases, we shall be entitled to charge up to 30% of the value of the Goods to cover the costs incurred by us and, if applicable, offset them against the Buyer's claim for the refund of the purchase price. Special designs, opened packages and Goods that are otherwise no longer resaleable are excluded from returns. The freight costs for returns shall be borne by the Buyer in all cases.
- 6. Reservation of title**
- 6.1 We reserve title to all the sold Goods until all our current and future claims arising from the contract of sale and the current business relationship (secured claims) are paid in full.
- 6.2 Goods subject to the reservation of title shall not be pledged to third parties or transferred by way of security before the secured claims are paid in full. The Buyer shall notify us without delay in writing if an application for the opening of insolvency proceedings has been filed against it or in the event of attachment or other interventions by third parties with respect to the Goods to which we have title.
- 6.3 If the Buyer breaches the contract, in particular in the event of non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Goods on the basis of the reservation of title. Any demand for the return of Goods shall not be deemed to include a simultaneous declaration of withdrawal; instead, we are entitled to claim return of the Goods and reserve the right of withdrawal. If the Buyer does not pay the purchase price by the due date, we may only assert these rights if we have unsuccessfully given the Buyer a reasonable grace period for making the payment or if such grace period is dispensable in accordance with the statutory provisions.
- 6.4 Until further notice, and in accordance with section (c) below, the Buyer may resell and/or process the Goods subject to reservation of title in the ordinary course of business. In this case, the following provisions apply in addition.
- Reservation of title extends to the full value of products created through the processing, mixing and commingling of the Goods we have delivered, whereby we are deemed to be the manufacturer. If, after processing, mixing or commingling with parts belonging to third parties, the latter continue to have title to the products, then we shall acquire a share of the property therein in proportion to the actual value of such processed, mixed or commingled parts. Otherwise, the same shall apply to the resulting product as to the Goods delivered under a reservation of title.
 - The Buyer hereby assigns to us its claims against third parties resulting from the resale of the Goods or products as collateral in the total amount or in the pro-rata amount of our potential co-ownership share as specified in the paragraph above. We accept the assignment. The Buyer's obligations specified in para. 2 also apply with regard to the assigned claims.
- c. The Buyer remains authorised to collect the claim in addition to us. We undertake not to collect the receivables, provided that the Buyer meets its payment obligations to us, inability to perform is not given and we do not exercise a reservation of title by exercising a right according to para. 3. However if this is the case we can require that the Buyer discloses the assigned claims and their debtors to us, provides all details required for collection, provides the relevant documentation and informs the debtors (third parties) of the assignment. In such cases we furthermore have the right to rescind the Buyer's authority to further dispose of and process the Goods subject to reservation of title.
- d. If the realisable value of the securities exceeds all of our claims by more than 10%, we shall, at the request of the Buyer, release the collateral sureties at our discretion.
- 7. Liability for defects**
- 7.1 The Buyer's rights in the case of material defects and defects of title (including incorrect and short deliveries) apply subject to the relevant laws and regulations unless otherwise determined below. This shall have no effect on special statutory regulations in the event of a final delivery of the unprocessed Goods to a consumer (supplier regress under sections 445a para. 3 and 478 para. 3 BGB, even if the consumer has subsequently processed the goods. Claims arising from supplier regress are hereby excluded if the defective Goods were processed further by the Buyer or another company, e.g. by incorporating it into another product.
- 7.2 The basis of our liability for defects is primarily the contract reached on the condition and quality of the Goods ("quality contract"). All product descriptions and manufacturer's information which are the subject of the individual contract, or products which are made public by us (particularly in catalogues or on our website) at the time of conclusion of the contract shall be regarded as a quality contract for the Goods for this purpose.
- 7.3 Insofar as the condition and quality of the Goods has not been agreed upon, it is to be determined according to the legal regulations whether a defect exists or not (§ 434 (1) sent. 2 and sent. 3 BGB). However, we are not liable for public statements of us or other third parties (e.g. advertising statements) to which the Buyer has not alerted us as being key purchasing criteria.
- 7.4 As a matter of principle we shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Claims for defects on the part of the Buyer presuppose that it has fulfilled its statutory duties of examination and notification (§§ 377, 381 HGB). In the case of implants or Goods intended for other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, we must be notified thereof in writing without delay. In any case, obvious defects shall be notified to us in writing within 3 (three) working days of delivery and defects not apparent upon inspection shall be notified to us in writing within the same period of time after discovery. If the Buyer fails to duly inspect the Goods and/or give notice of defects, our liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.
- 7.5 Unless agreed otherwise in individual contracts we exclude liability for freedom from patent or other rights of third parties.
- 7.6 If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 7.7 We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.
- 7.8 The Buyer shall give us sufficient time and opportunity for the subsequent performance owed, in particular to hand over the Goods complained about for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us in accordance with the statutory provisions.
- 7.9 We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if a defect is actually present. Otherwise, we may demand reimbursement from the Buyer of the costs incurred as a result of the unjustified request to remedy the defect (in particular, inspection and transport costs) unless the lack of defectiveness was undetectable to the Buyer.
- 7.10 Even in urgent cases, e.g. when operational safety is at risk or to prevent disproportionate damage, the Buyer does not have the right to remedy the defect himself. The Buyer must inform us of the urgency of the need to remedy the defect without delay.
- 7.11 If the subsequent performance has failed or a reasonable period to be set by the Buyer for subsequent performance has expired without success or



is dispensable in accordance with the statutory provisions, the Buyer can withdraw from the contract of sale or reduce the purchase price. In the case of an minor defect, however, there is no right of withdrawal.

7.12 Claims of the Buyer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with § 8 and are otherwise excluded.

8. Other liability

8.1 Insofar as nothing to the contrary arises from these GT&Cs including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

8.2 We shall not be liable for damage arising from use other than for the intended purpose, lack of care, improper use and handling of our Goods.

8.3 We shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care applied to own matters; minor breach of duty),

- a. for damage resulting from injury to life, limb or health,
- b. for damages arising from the breach of an essential contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring direct damage.

8.4 We exclude liability for consequential damage arising from defects. We shall not be liable, in particular, for costs of prior marketing (e.g. customer acquisition, print media, personnel, etc.), initial costs of any kind, lost profit.

8.5 The liability limitations resulting from para. 3 and 4 shall also apply in relation to third parties and in cases of breaches of duty by persons (also in their favour) for whose fault we are accountable pursuant to the statutory provisions. This shall not apply, insofar as we have fraudulently concealed a defect or given assurance for the Goods' condition and quality, nor to claims of the Buyer pursuant to the Product Liability Act.

8.6 The Buyer may withdraw from or terminate the contract on grounds of a breach of duty only if we are responsible for the breach of duty. A discretionary right of the Buyer to terminate the contract (in particular pursuant to §§ 650, 648 BGB) is excluded. Apart from this, statutory provisions and the consequences in law shall apply.

9 Termination for cause in the case of continuing obligations

9.1 Continuing obligations, especially master supply agreements, can be terminated by us at any time for good cause, without observation of a notice period. We shall be deemed to have good cause particularly, but not exclusively, where:

- a. the industrial property rights underlying the production have been challenged by third parties or filings for proprietary rights do not result in the grant of a proprietary right;
- b. the contractual Goods including the property rights must not be marketed due to a legal or valid court-ordered or final and absolute regulatory prohibition;
- c. a certification required for the marketing of the contractual Goods is withdrawn or revoked or otherwise not granted or extended by the authorities or Notified Bodies to which corresponding powers have been delegated;
- d. we discontinue the production of individual Goods or product groups and/or the certification for internal company or regulatory reasons; in this case, we shall observe a notice period of three months to the end of the quarter;
- e. the Buyer breaches essential contractual duties in spite of a warning, notably but not exclusively by
 - using or advertising or otherwise misusing our medical devices contrary to their intended use;
 - not preventing third parties from challenging the property rights underlying the production;
- f. the Buyer does not satisfy its payment obligations or acceptance duties in the current business relationship in full or only at a delay or if it temporarily discontinues satisfaction of its payment obligations or acceptance duties
- g. an application for the opening of insolvency proceedings has been filed over the assets of the Buyer or insolvency proceedings have not opened or rejected for a lack of assets.

9.2 Otherwise, § 314 BGB applies with the proviso that a warning shall be issued at least in text form for it to develop legal effects.

9.3 Claims for damages by the Buyer for reason of termination for cause are excluded. If we invoke a cause according to para. 1 section a. to section c., this shall apply only if the occurrence of the event presenting cause was not predictable to us.

10. Limitation

10.1 In deviation from § 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from the date of delivery. If a technical acceptance is agreed, the limitation period shall begin on handover.

10.2 This shall not affect the special regulations on the statute of limitations (in particular, § 438 (1) no. 1, (3), §§ 444, 445b BGB).

10.3 The aforementioned limitation periods under the law governing contracts on the sale of goods shall also apply to contractual and non-contractual claims for damages by the Buyer related to the defectiveness of the Goods unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages by the Buyer according to § 8 (3) sent. 1 and sent. 2 section a. and pursuant to the Product Liability Act shall lapse by limitation exclusively according to the statutory limitation periods.

11. Traceability, retention period

11.1 The Buyer is obligated to maintain the traceability of our Goods up to its end customer and further to impose this requirement on all downstream dealers.

11.2 The Buyer is obligated in the event that the Goods delivered by us are transferred to third parties nationally and internationally to observe the applicable regulations of the relevant national and international export control law. In all cases, it shall observe the export control regulations and export restrictions of the Federal Republic of Germany, the European Union and the United States of America. Insofar as inspections are required for export control, the Buyer shall transmit all information to us, without delay upon request, as to the ultimate recipient, final destination and intended use of the Goods delivered by us and the related export control restrictions. The Buyer shall indemnify us to the full extent from all claims brought against us by authorities or other third parties for the Buyer's failure to observe the legal obligations under export control law.

11.3 The Buyer must retain all data for tracing the Goods delivered by us for a period of 10 years from the last delivery.

11.4 The Buyer shall inform us immediately of any incident or potential incident involving one of our Goods and pass on all required information to us, and cooperate with us in the event of a product recall or corrective action.

11.5 In the event of a breach of one of the duties incumbents on the Buyer pursuant to para. 1 to para. 4, the Buyer undertakes to compensate all damages and expenses incurred by us in this context, unless it is not responsible for the breach of duty. This is not associated with a reversal of the burden of proof.

12. Compliance

12.1 The Buyer is obligated to comply with all laws and regulations relating to the performance of the contract of sale and the use, resale, marketing and export of our Goods, which apply to it and the legal relationship with us, in particular, also with the regulations of the German Minimum Wage Act (MiLoG) and it shall be guided by directives and recommendations of the Global Compact of the United Nations.

12.2 The Buyer shall be obligated, within the scope of the general obligation of legal conduct, not to undertake any action or refrain from any actions, which may lead to fraud, or embezzlement, criminal insolvency offences, criminal offences against competitors, granting advantages, accepting benefits, accepting bribes, bribery, or similar offences being committed by persons employed by the Buyer or other third parties. Regardless of whether the concrete conduct is threatened punishment or monetary fine, the Buyer shall adhere to the general laws against money laundering, refrain from corruption, comply with the laws against child labour, observe the legal regulations of international trade, and export and import prohibitions as well as embargo regulations, and comply with the legal regulations on work safety, environmental protection and data protection. The Buyer must not collude with competitors on prices, quantities and conditions and not make agreements with competitors on market allocation.

12.3 The Buyer is obligated, in particular

- to observe the legal regulations against corruption and bribery in its interaction with hospitals and other medical institutions, doctors, pharmacies and other medical professionals (including the regulations of the medical profession and public service, and social insurance law);
- not to grant third parties in connection with the distribution, marketing or resale of our Goods any impermissible remuneration, gifts or other economic benefits, especially not in its interaction with public officials, hospitals, medical institutions, doctors or other medical professionals.

12.4 The Buyer assures that it is familiar with the content of the ethical codes and the codes of conduct of the recognised industry associations of the medical devices industry. These are in particular the Kodex Medizinprodukte des Bundesverbands Medizintechnologie e.V.



(Medical Devices Code of the German Federal Medical Technology Association) – joint standpoint of the evaluation of the interaction between industry, medical institutions and their staff under criminal law – and the EUCOMED Guidelines on Interaction with Health Care Professionals.

- 12.5 As part of the protection of human rights, the Buyer shall refrain from any discrimination based on race, ethnic origin, gender, religion, ideology, physical disability, age or sexual orientation at its company.
- 12.6 The Buyer shall ensure, insofar as verifiable at reasonable effort, that the aforementioned obligations are implemented and observed in its own supply chain.
- 12.7 In the event of a violation of the aforementioned compliance rules, we shall have the right to terminate the existing legal transactions with the Buyer for good cause, without observation of a notice period, by withdrawal or termination and to discontinue all pending negotiations.

13 Data processing

The Buyer consents to the storage of the data received by us in the context of the business relationship for the purpose of processing of the business relationships, and to the transfer of the data to third party to the extent required for the performance of the contract (e.g. for credit checks, to insurance companies, for reports pursuant to the Medical Devices User Notification and Information Regulation (MPAMIV). The mandatory rules under the Data Protection Act (DSG) and GDPR are set out in separate data protection policies.

14 Applicable law and jurisdiction

- 14.1 The laws of the Federal Republic of Germany shall apply excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and without giving effect to the principles of conflict of laws.
- 14.2 To the extent permissible by law, the exclusive venue for all disputes arising from or relating to the contractual relationship is the competent courts in Rottweil a.N. However we are also entitled in all cases to file a lawsuit at the place of performance of the obligation to deliver in accordance with these GT&Cs or higher-ranking individually negotiated terms, or at the general jurisdiction of the Buyer. Mandatory legal regulations, especially related to exclusive jurisdictions, shall remain unaffected.

15 Concluding provisions

- 15.1 Claims of the Buyer may be assigned only with our agreement.
- 15.2 We have the right to transfer sales contracts and/or rights and duties under them without the Buyer's agreement to a company affiliated with SEEMANN TECHNOLOGIES GmbH as defined in of § 15 et seq. of the German Stock Corporation Act.
- 15.3 Legal transactions the Buyer concludes with us shall also continue to be in full force and effect in their remaining parts in the event that individual provisions of these GT&Cs should be invalid. If continuing the contract should represent an unacceptable hardship for one of the Parties, the affected Party may withdraw from the contract to the exclusion of further rights.

SEEMANN TECHNOLOGIES GmbH
Panoramastrasse 20
78583 Böttingen
Germany
T. +49 (0) 74299300388
info@seemann-technologies.com
www.seemann-technologies.com