

General Terms and Conditions of Purchase

of the company WILAmed GmbH (as of: 14.03.2024)

§ 1 Scope

1. Our Terms and Conditions of Purchase shall apply exclusively. We do not recognize any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless they are expressly acknowledged by us in writing. Our Terms and Conditions of Purchase shall also apply if we accept the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

2. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require our subsequent written confirmation in order to be legally valid. The same applies to verbal collateral agreements and amendments to the contract.

3. Orders, delivery call-offs as well as changes and additions thereto may also be made electronically or by remote data transmission or by machine-readable data carriers. E-mails encrypted in accordance with the German Digital Signature Act correspond to the written form.

§ 2 Offers

1. If the supplier submits an offer to us in response to our inquiry, he must expressly point out to us any deviations in his offer from our inquiry, together with our systems and drawings, our production samples, specifications, technical conditions and quality guidelines (hereinafter collectively referred to as "specifications"), stating the deviations. Otherwise, our Specifications shall be deemed to be a binding and integral part of the Supplier's offer.

2. No remuneration shall be granted for visits or the preparation of offers, projects, etc.

§ 3 Orders

1. The supplier is obliged to accept our order in writing without delay, but at the latest within a period of 10 working days. In the case of order acceptances received later, the contract shall be concluded if we do not object within a period of 5 working days after receipt.

2. The supplier is obliged to state our order number on all documents, in particular on order acceptances, invoices, shipping documents, delivery bills, test reports, certificates and attestations. The supplier shall be responsible for all consequences arising from non-compliance with this obligation (delays, incorrect or returned goods, etc.).

3. If the supplier declares acceptance of the order placed by us with deviations, he must also point this out, stating the deviations. A contract shall only be concluded if we have agreed to the deviations in writing.

4. We may demand changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for the supplier. In the event of such a change to the contract, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, shall be taken into account appropriately.

5. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. They are to be used exclusively for production based on our order or its execution.

6. Upon termination of the business relationship, all documents must be returned to us without being requested to do so.

§ 4 Prices and payment

1. The price stated in the order is binding. In the absence of a written agreement to the contrary, the price shall include

the costs for the shipment regulated in § 5 paragraph 8. If no prices are stated in the order, the Supplier's list prices at the time of the order shall apply with the customary deductions.

2. The terms of payment shall be agreed individually. In the absence of an individual agreement, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or net within 30 days of the due date and receipt of invoice.

3. We shall be entitled to rights of set-off and retention to the extent permitted by law. In the event of defective delivery, we shall also have the right to refuse payment in the amount of three times the costs required to remedy the defect.

4. The supplier may only assign its claims or have them collected by third parties with our written consent. We may refuse consent if there is a justified interest. The regulation of § 354a German Commercial Code – Handelsgesetzbuch/HGB remains unaffected.

5. Payment does not imply acceptance of conditions and prices. The time of payment has no influence on the supplier's liability for defects and the right to complain.

§ 5 Delivery

1. The delivery date stated in the order is binding. If no delivery date is specified, immediate shipment is required. If the supplier is obliged to supply certificates of origin or technical quality in addition to the goods, these must also be delivered with the goods on the agreed delivery date, but no later than ten calendar days after delivery. The provision of such certificates is an essential part of the supplier's obligation to perform. The receipt of the delivery at the agreed delivery address shall be decisive for compliance with the delivery date.

2. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the agreed delivery date cannot be met. If the notification is made in good time, a reasonable grace period may be granted, taking into account our operational interests. If the supplier fails to notify us in good time, it may not invoke an obstacle.

3. The supplier can only invoke the absence of necessary documents or parts to be supplied by us if the documents or parts to be supplied have been reminded by him in writing in good time and have not been made available by us within a reasonable period of time.

4. In the event of a delay in delivery, we shall be entitled to demand a default penalty of 1% of the order value for each full week of delay, but no more than 5% of the order value. We are obliged to declare the reservation of the default penalty within five calendar days of receipt of the delayed delivery.

5. We expressly reserve the right to claim further damages caused by delay, against which the default penalty shall be offset. In this context, we would like to point out that, as a manufacturer and dealer, we are particularly dependent on punctual delivery. Even the absence of a minor part or a necessary certificate can -cause production -and delivery delays of a considerable extent and thus lead to damages that far exceed the order value.

6. If the delivery is made before the agreed delivery date, we are not obliged to accept it. In the event of premature acceptance, the agreed delivery date shall remain decisive for the due date of the supplier's payment claim.

7. We shall only accept the quantities and numbers of items ordered by us. Partial, excess or short deliveries are only permitted after prior agreement with us. In the case of partial deliveries, the remaining quantity must be stated.

8. Unless otherwise agreed in writing, delivery shall be made free domicile, insured and including packaging. The place of performance for the service is the delivery address specified by us or, in the absence of such specification, our registered office.

9. If we have assumed the transportation risk by individual contract, we do not wish to be covered by transportation insurance and declare ourselves to be a prohibited or waiver customer. We shall not take into account any insurance premiums charged by the supplier or forwarding agent.

10. We are entitled to return the packaging material to the supplier at his expense and risk.

11. Force majeure (e.g. operational disruptions through no fault of our own, pandemics, official measures and other unavoidable events) and labor disputes shall release the supplier and us from our performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners are obliged to notify us immediately of the disruption and provide the necessary information within the scope of what is reasonable, as well as to adapt their obligations to the changed circumstances in good faith. We shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract if the delivery/service is no longer usable by us - taking into account economic aspects - due to the delay caused by the force majeure or the labor dispute.

§ 6 Quality of the delivery

1. If the supplier has reservations about the type of execution requested by us, this must be notified to us immediately in writing.

2. Depending on the order, the additional quality conditions shall apply to the goods. In addition, the goods must comply with the applicable domestic and foreign legal conditions, the relevant regulations and directives, as well as the documents on which the order is based, such as drawings, descriptions, samples, specifications, labeling and acceptance conditions.

3. All goods must comply with the latest safety regulations and must be approved by the responsible inspection authorities and authorized for use for the intended purpose upon delivery.

4. The supplier is obliged to use environmentally friendly products and processes for its deliveries/services and also for subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. He shall be liable for the environmental compatibility of the products supplied and for all consequential damage caused by the breach of his statutory disposal obligations.

5. The supplier shall implement a quality management system of a suitable type and scope in accordance with the latest technical standards and ensure that the goods comply with our technical order conditions. The supplier undertakes to keep records of the tests carried out, stating when, how and by whom the goods were tested and the results of the quality tests. All test, measurement and inspection results must be archived for 10 years. If we deem this necessary, the supplier shall conclude a corresponding quality assurance agreement with us.

6. We shall be entitled at any time to inspect all documents relating to test, measurement and inspection results and to have copies thereof made. Insofar as authorities or customers require us to inspect our production process and our test documents in order to verify certain requirements, the supplier agrees to grant us or the authority or our customers the same rights in his company and to provide the necessary support.

7. The supplier undertakes to automatically send us initial sample test reports for parts based on drawings in the following cases: In the sampling procedure before the first

series delivery, before the first series delivery after a product change, before the first series delivery from a new production site, before the first series delivery after the use of new machines, in the event of changed processes, in the event of a new start-up after a complaint or a three-year production break.

8. If necessary, the delivery must - depending on the transport route chosen by us - also contain evidence for the dangerous goods officer as to how the goods are to be classified, packaged, labeled and declared.

9. If agreed, the delivery must also contain certificates of origin, customs tariff classification or the technical nature of the goods.

10. The supplier shall impose the same obligation on its upstream suppliers.

§ 7 Acceptance and claims for defects

1. If formal acceptance has been agreed, the supplier shall bear the acceptance costs incurred as a result. He must specify the acceptance date at least ten working days in advance.

2. We are obliged to inspect the delivery for deviations from the agreed quality within a reasonable period of time. In any case, recognizable defects shall be deemed to have been notified in good time if our notification of defects is sent to the supplier within five working days of receipt of the delivery. Notification of hidden defects shall in any case be deemed to have been made in good time if our notification of defects is sent to the supplier within five working days of discovery of the defects.

3. If the delivery is defective, we shall be entitled to the resulting statutory claims in full.

4. The limitation period for claims for defects shall be at least 36 months from the transfer of risk; longer statutory periods shall remain unaffected.

The limitation period shall be suspended from the date of our notification of defects and shall only begin to run again after express rejection of the warranty or after express declaration of rectification of the defect; in the case of defective parts of a complete product, the suspension shall be limited to the defective individual part.

5. Defects in the delivery/service notified during the warranty period, which also include the non-achievement of guaranteed data and the absence of warranted characteristics, must be remedied by the supplier immediately and free of charge upon request, including all ancillary costs, at our discretion by repairing or replacing the defective parts or making a new delivery. In particular, the supplier shall bear all expenses incurred in connection with the determination and rectification of defects, including those incurred by us, in particular inspection costs, dismantling and installation costs, labor and material costs as well as transport and other costs for the dispatch of defective parts and the return of defect-free parts. This shall also apply if the expenses increase due to the fact that the delivery item is taken to a place other than the place of performance.

6. After the unsuccessful expiry of a reasonable deadline set by us for rectification or new delivery, we shall also be entitled to the statutory rights of withdrawal and reduction. We reserve the right to assert claims for damages in all cases.

7. If the supplier culpably fails to meet his obligations arising from the liability for defects within a reasonable period of time set by us, we may take the necessary measures ourselves or have them taken by third parties at his expense and risk. In urgent cases, we may, after consultation with the supplier, carry out the rectification ourselves or have it carried out by a third party. We may remedy minor defects ourselves - in fulfillment of our duty to minimize damage - without prior consultation, without this limiting the supplier's

obligations arising from liability for defects. We may charge the supplier with the necessary expenses. The same shall apply if unusually high damages are imminent.

8. Should a claim be made against us due to a defect in our product which is attributable to the supplier's goods, §§ 478, 479 BGB shall apply accordingly to our rights of recourse against the supplier.

§ 8 Product liability and insurance obligation; obligation to take back goods

1. Insofar as the supplier is responsible for product damage, he is obliged to indemnify us against claims for damages by third parties on first demand insofar as the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.

2. Within this framework, the supplier is also obliged to reimburse any expenses in accordance with §§ 683, 670 BGB arising from or in connection with a recall action carried out by us, insofar as the claim does not follow from §§ 830, 840 BGB in conjunction with § 426 BGB. § 426 BGB. We shall inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment.

3. We have the right to conclude settlements with third parties; the supplier's obligation to pay compensation remains unaffected as long as the settlements are economically necessary and reasonable.

4. The supplier undertakes to maintain product liability insurance with a sum insured of € 2,500,000 per personal injury/property damage lump sum.

5. We are entitled to return the goods or components of the goods to the supplier at his expense and risk if they are used for the manufacture of a product which we are obliged to take back from our customers due to environmental regulations.

§ 9 Our liability

1. Claims for damages by the supplier against us, irrespective of the legal grounds, are excluded for slight negligence. This exclusion of liability shall not apply to claims for damages based on a breach of material contractual obligations by us. Furthermore, it shall not apply to cases of injury to life, limb and health.

2. In cases of slightly negligent breach of essential contractual obligations and gross negligence on the part of simple vicarious agents, compensation shall be limited to compensation for typical damage foreseeable at the time the contract was concluded.

3. To the extent that our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

§ 10 Property rights

1. The supplier warrants that no third-party property rights are infringed in connection with his delivery.

2. If a third party asserts a claim against us for this reason, the supplier shall be obliged to indemnify us against these claims upon first written request. The supplier's obligation to indemnify relates to all expenses necessarily incurred by us from or in connection with the claim by a third party.

3. We are entitled to obtain permission to use the relevant delivery items and services from the authorized party at the supplier's expense.

4. With regard to the conclusion of settlements with third-party claimants, Section 8 (3) shall apply accordingly.

5. The supplier shall inform us on request of the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights to the objects of the delivery.

§ 11 Retention of title and provision of materials

1. An extended or prolonged retention of title by the supplier is excluded.

2. Insofar as we provide parts to the supplier, we reserve title to these. Processing or transformation by the supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.

3. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing.

If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis; the supplier shall hold the sole ownership or co-ownership for us.

4. We reserve the ownership and copyrights to tools provided; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. He is obliged to carry out any necessary maintenance and inspection work in good time at his own expense. He must notify us immediately of any malfunctions; if he culpably fails to do so, our claims for damages shall remain unaffected.

5. The supplier is obliged to provide us with a list of the provisions and tools belonging to us on December 31 of the previous year by the end of the first week of January of each year at the latest.

§ 12 Confidentiality

1. The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. The confidentiality obligation shall also apply after the completion of this contract; it shall expire if and insofar as the supplier can prove in advance that the manufacturing knowledge contained in the documents provided has already become generally known.

2. Notwithstanding the above paragraph, the supplier is entitled to disclose illustrations, drawings, calculations and other documents and information received to third parties, insofar as this is necessary for external processing. In this case, however, he must inform us in advance of the name and address of the third party. In addition, the third party shall be obliged to maintain strict confidentiality. In the event of a breach of the confidentiality obligation by the third party, the supplier shall assign to us all claims resulting therefrom.

3. If the supplier breaches one of the aforementioned confidentiality obligations, it shall pay a contractual penalty to be determined by us at our reasonable discretion in the event of non-agreement to be reviewed by the Nuremberg Regional Court. Our right to claim damages in excess of the contractual penalty shall not be excluded by the assertion of the contractual penalty.

§ 13 Data protection

The supplier is informed that his data will be stored by us. The processing of personal data is carried out in compliance with the German Data Protection Act - Bundesdatenschutzgesetz/BDSG and the European General Data Protection Regulation (GDPR). Our privacy policy can be viewed at: <https://www.wilamed.de/en/privacy-policy/>

§ Section 14 Place of jurisdiction and applicable law; final provisions

1. If the supplier is a merchant, a legal entity under public law or a special fund under public law, the place of

jurisdiction shall be the court responsible for our registered office; however, we shall also be entitled to sue the supplier at the court of his place of residence.

2. The entire legal relationship with the Supplier shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

3. In addition, the INCOTERMS shall apply in their currently valid version.

4. Should individual parts of these General Terms and Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions.

5. If the supplier suspends payments, if a provisional insolvency administrator is appointed for him, if insolvency proceedings are opened against his assets or if there are bill or cheque protests against him, we shall be entitled to withdraw from the contract in whole or in part with immediate effect by means of written notification, without any claims against us being able to be derived from this.

WILAmed GmbH, Aurachhöhe 5-7, 91126 Kammerstein