



RUDISCHHAUSER SURGICAL INSTRUMENTS MANUFACTURING GMBH

General Terms and Conditions of Sale and Delivery (T&Cs)

1. General information, scope

1.1 These General Terms and Conditions of Sale and Delivery (T&Cs) of Rudischhauser Surgical Instruments Manufacturing GmbH apply exclusively to entrepreneurs as defined in Section 310 (1) of the German Civil Code (§ 310 Abs. 1 BGB). General business terms and conditions of the customer that contradict our T&Cs only apply if we have expressly agreed to their validity in the written or text form.

1.2 The assignment of claims against us to third parties is excluded. Section 354 a) of the German Commercial Code (§ 354 a HGB) remains unaffected.

1.3 The sale, resale, and disposition of deliveries and services and any associated technology or documentation may be subject to German, EU and US export control law and, where applicable, the export control law of other countries. A resale in embargoed countries or to sanctioned persons, or to persons who use, or can use, the deliveries and services for military purposes, for atomic, biological, and chemical weapons, or for nuclear technology is subject to approval. Through the order, the customer declares compliance with such laws and regulations, along with declaring that the goods and services are not delivered directly or indirectly to countries that prohibit or restrict the import of these goods. The customer declares that it will obtain all permits necessary for export or import.

2. Information, advice

Information and advice relating to our deliveries and services is based on our previous experience. The values specified here, in particular performance data, are average values determined in tests under normal laboratory conditions. We observe an obligation to strictly adhere to values and application options. Clause 10 of these T&Cs applies to any liability.

3. Offer, order, commitment period

3.1 Our offers are non-binding, but lose their validity no later than 30 days after submission.

3.2 Clause 9.11 also applies to the content of our offers.

3.3 Orders from our customers are only considered accepted when we have confirmed them in the written or text form, or when the delivery has been realized.

3.4 Through its order, the customer makes a binding declaration that it desires to purchase the goods. The customer is bound to its order for 15 days from the moment of receipt by us. We are entitled to accept the offer within this period. If the offer is accepted by us in the written or text form through an order confirmation, the customer is obliged to check the order confirmation immediately for deviations from its order and to notify us immediately in the written or text form of any deviations found which warrant criticism or complaint. The contract will otherwise be deemed to have been concluded in accordance with the order confirmation.

4. Prices, payment

4.1 Only the prices stated in our order confirmation are decisive. Additional services are charged separately.

4.2 If the ordered goods should or can only be delivered by us more than four months after conclusion of the contract, and if a fixed price has not been expressly agreed in the written or text form in the contract, we are, in the event of price increases or price reductions in production, sales and/or transportation of the ordered goods, entitled, but not obliged, to pass these price increases or price reductions on to the customer through a corresponding increase or reduction in the price agreed in the contract. If passing on a price increase or price reduction is not legally permissible in a specific case, we have the right to withdraw from the contract through a unilateral declaration to the customer in the written or text form.

4.3 All prices are net prices without sales tax which the customer must also pay at the respective statutory rate.

4.4 Unless otherwise expressly agreed, prices apply ex works (EXW) from our company headquarters in 78532 Tuttlingen, Germany. The customer must also bear additional freight costs, packaging costs exceeding customary standard packaging, public charges (including withholding tax), and customs/duties.

4.5 Payments must be made within 30 days of the invoice date. Timeliness of the payment depends on the receipt of the money involved. Bills of exchange and checks only count as payment on being redeemed and are accepted without any obligation regarding timely presentation and protestation.

4.6 We are entitled to demand default interest of 9 percentage points above the respective base rate per annum from the due date, without prejudice to the possibility of claiming higher actual damages.

4.7 Customers are only permitted to withhold payments or offset against counterclaims if these counterclaims are undisputed or have been legally established.

4.8 All of our claims against the customer are due immediately, regardless of the term of any accepted and credited bills of exchange, in the event of a default in payment, a bill of exchange protest, or the customer's suspension of payment. In all cases mentioned, we are also entitled to take back goods that have already been delivered at the customer's expense (without this being considered a withdrawal from the contract) and to realize outstanding deliveries only against advance payment or security and, if the advance payment or security is not provided within two weeks, to withdraw from the contract without setting a new deadline. Further claims remain unaffected.

5. Packaging

5.1 Our deliveries include packaging, unless this is not expressly provided on loan.

5.2 Packaging materials provided on loan must be returned to us by the customer carriage paid within a period of two weeks from delivery of the goods.

6. Delivery

6.1 Delivery periods are only deemed to have been agreed after we have expressly confirmed them in the written or text form. Delivery periods begin with the date of our order confirmation, but not before all details of the order have been unambiguously clarified and any necessary certificates have been provided. They are deemed to have been met with timely notification of readiness for dispatch if, through no fault of our own, the goods cannot be dispatched on time.

6.2 In the case of deadlines and dates that are not expressly designated as fixed in the order confirmation, the customer can set us a reasonable deadline for delivery/service two weeks after they have expired. Only after the expiry of this period of grace can we default on the issuing of a customer reminder. Otherwise, the delay in delivery is governed by statutory regulations.

6.3 The right to make proper and timely self-deliveries is reserved. We will inform the customer immediately about the unavailability of the delivery item and, in the event of withdrawal, reimburse the customer immediately for the corresponding financial consideration, insofar as it has already been received.

6.4 If non-compliance with deadlines is due to force majeure such as mobilization, war, riot/civil commotion, pandemic, or similar events for which we are not responsible (e.g. strike or lockout), deadlines and dates are extended by the times during which the aforementioned event or its effects persist.

6.5 Deadlines and dates are extended without prejudice to our rights arising from the customer's default by the period during which the customer does not meet its obligations to us. In the event of a breach of duty by us, particularly in the event of a delay, we shall only be liable for damages in accordance with Clause 10 of these conditions.

6.6 We are entitled to make partial deliveries and render partial services if these are



reasonable for the customer. Additional shipping costs caused by partial deliveries will be borne by us.

7. Shipping, transfer of risk

7.1 With the exception of Clause 7.3, we will only ship goods if this has been explicitly agreed.

7.2 The goods are transported and shipped at the customer's expense and risk.

7.3 If, at the request of the customer, we send the goods to a place other than the place of performance (sales shipment), the risk of accidental deterioration and accidental loss passes to the customer as soon as the goods have been handed over to the person realizing transportation.

7.4 If shipping of the delivery is delayed for reasons for which the customer is responsible, the risk of accidental deterioration and accidental loss passes to the customer upon notification of readiness for shipping. The customer bears storage costs following the transfer of risk. Further claims remain unaffected.

7.5 If the customer is in default of acceptance, we are entitled to demand compensation for the expenses incurred by us. With the onset of default of acceptance, the risk of accidental deterioration and accidental loss passes to the customer.

8. Retention of title

8.1 All delivered goods remain our property (reserved goods) until all claims emanating from the legal relationship on which the delivery is based have been fulfilled, regardless of the legal ground involved.

8.2 If the customer processes, combines, or mixes the reserved goods with other items, we are entitled to co-ownership of the new item in proportion to the invoice value of the reserved goods relative to the value of the other goods used. If our ownership expires as a result of processing, connection, or mixing, the customer will immediately transfer the ownership rights to which it is entitled to the new inventory or item to the extent of the value of the reserved goods and store these for us free of charge. The resulting co-ownership rights are considered reserved goods pursuant to Clause 8.1.

8.3 The customer is only entitled to process the reserved goods further, combine them with other items, and mix them or resell them within the framework of proper business operations and as long as it is not in default. Any other disposal of the reserved goods is not permitted. Seizures or other access to the goods subject to retention of title by third parties must be reported to us immediately. All intervention costs are borne by the customer insofar as these cannot be collected from the third party. If the customer defers the purchase price for its buyer, it must reserve ownership of the reserved goods relative to the latter under the same conditions under which we reserved ownership upon delivery of the reserved goods. The customer is, otherwise, not authorized to resell.

8.4 The customer's claims from resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods. The customer is only entitled and authorized to resell if it is ensured that the claims to which it is entitled are transferred to us.

8.5 If the customer sells the reserved goods together with other goods not supplied by us for an overall price, the claim from the sale is assigned to the amount of the invoice value of the reserved goods sold by us.

8.6 If the assigned claim is included in a current account, the customer hereby assigns to us part of the balance corresponding to the amount of this claim, including the final balance from the current account.

8.7 The customer is authorized to collect the claims assigned to us until revocation by us. We are entitled to withdraw (revocation) if the customer does not meet its payment obligations in the business relationship with us in a proper manner. If the prerequisites for exercising the right of revocation are met, the customer must, at our request, immediately inform us of the assigned claims and their debtor, provide all information required to collect the claims, hand over associated documents to us, and notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves.

8.8 If the value of the securities intended for us exceeds the secured claims by a total of more than ten (10) percent, we are obliged to release securities of our choice at the customer's request.

8.9 If we assert the retention of title, this is only considered a withdrawal from the contract if we expressly declare this in the written form. The customer's right to own the reserved goods expires if it does not fulfill its obligations under this contract.

9. Defects, warranty

9.1 Claims relating to defects by the customer presuppose that they have fulfilled their inspection and notification obligations properly in accordance with Sections 377 and 38 of the German Commercial Code (§§ 377, 38 HGB).

9.2 The customer must notify us of any obvious defects in the written or text form within a period of 14 days from receipt of the goods, otherwise the goods are deemed to have been approved.

9.3 If the customer consumes, mixes, or sells the delivered goods, this is deemed to be unconditional approval of the goods.

9.4 Complaints about a delivery do not entitle the customer to refuse further deliveries from the same or another contract with us.

9.5 The goods which are the subject of complaint must be returned to us in the original or equivalent packaging for inspection. In the event of a justified and timely notification of defects, we will rectify the defects by means of supplementary performance, at our discretion, by eliminating the defect or delivering an item free of defects. We will only bear the costs required for the purpose of supplementary performance in this respect.

9.6 We are entitled to refuse supplementary performance in accordance with statutory provisions. Supplementary performance can also be refused if the customer has not forwarded us the goods that are the subject of complaint at our request.

9.7 The customer can request withdrawal from the contract or a reduction in payment in accordance with statutory provisions, but only after the unsuccessful expiry of two reasonable deadlines set by the customer for subsequent performance at the earliest, unless the setting of a deadline for subsequent performance is, in accordance with statutory provisions, unnecessary. In the event of withdrawal, the customer is liable in the case of intent and any negligence for deterioration, loss, and non-use.

9.8 If the customer has a contractual or statutory right of withdrawal and we set the customer a reasonable deadline for exercising this right, the right of withdrawal expires if the withdrawal is not declared before the deadline has expired.

9.9 In the event of fraudulent concealment of a defect, or in the event of the assumption of a quality guarantee pursuant to Section 444 of the German Civil Code (§ 444 BGB), namely a declaration by us that the object of purchase has a certain property at the transfer of risk, and that we will be responsible for all consequences of its failure, irrespective of the fault involved, the rights of the customer are governed exclusively by legal provisions.

9.10 The provisions in Clause 10 apply to any claims for damages and reimbursement of expenses by the customer.

9.11 All information about our products, in particular illustrations, drawings, and details of weight, dimensions and performance contained in offers and printed material, should be considered as approximate average values. They are not a guarantee of quality or durability, but approximate descriptions or labels of the goods.

9.12 Unless limits for deviations have been expressly agreed in the order confirmation, deviations customary in industry are permissible in every case.

9.13 Liability for defects in the delivered goods that are caused by normal wear and tear is excluded. In the case of goods that have been sold as degraded or used material, this designation represents a quality agreement. Defects or impairments that are recognizable or typically result from the degraded or used property are not defects.

9.14 If our operating or maintenance instructions are not observed, changes are made to deliveries or services, parts are replaced, or consumables are used that do not correspond to original specifications, all guarantees are rendered void unless the customer can prove that the defect is not the result of a failure to observe these.

9.15 The customer is obliged to report defects in the written or text form.

9.16 The limitation period for claims for defects is one year. This does not apply to claims for damages of the customer which aim to achieve compensation for bodily injury or damage to health due to a defect for which we are responsible, or which



are the result of our intentional or grossly negligent fault. The limitation period is based on statutory provisions in these cases.

10. Limitation of liability, limitation period

10.1 In the event of a breach of duty, defective delivery, or tortuous act, we shall only be liable without limitation for damages and reimbursement of expenses, subject to further contractual or legal liability requirements, in the case of intent, gross negligence, and slightly negligent breach of an essential contractual obligation (a contractual obligation which, if breached, jeopardizes the achievement of the purpose of the contract). However, our liability in the event of a slightly negligent breach of a material contractual obligation is limited to the typical contractual damage that was foreseeable at the time the contract was concluded.

10.2 Without prejudice to statutory liability requirements, we are only liable for damage caused by delay in the event of a slightly negligent breach of a material contractual obligation amounting to up to 5% of the agreed purchase price.

10.3 The liability exclusions and limitations of liability contained in Clauses 10.1 - 10.2 do not apply in the case of the assumption of a guarantee for the quality of the item pursuant to Section 444 of the German Civil Code (§ 444 BGB, see Clause 9.9), in the case of fraudulent concealment of a defect, in the case of damage resulting from injury to life, limb or health, and in the event of mandatory liability under the German Product Liability or Drugs Act (Produkthaftungsgesetz, Arzneimittelgesetz).

10.4 All claims for damages against us, for whatever legal reason, expire at the latest one year after delivery of the item to the customer, in the case of tortuous liability from the time of knowledge, or grossly negligent ignorance of the circumstances justifying the claim and the person liable for compensation. The provisions of this paragraph do not apply in the case of liability for intent or gross negligence and in the cases specified in Clause 10.3.

10.5 If the customer is an intermediary for the item delivered to it and the end user of the goods is a consumer, statutory provisions apply to the limitation period for any recourse claims by the customer against us.

10.6 When software is delivered, we are only liable for the loss or alteration of data caused by the program to the extent that would be unavoidable if the customer fulfilled its data back-up obligations at adequate intervals, but at least daily.

11. Industrial property rights - Indemnity

11.1 Industrial property rights are registered rights such as patents, utility models, trademarks, designs, registered designs and unregistered rights such as copyrights, unregistered designs, company names, name rights and supplementary performance protection under competition law.

11.2 If we manufacture products according to the customer's specifications, the customer shall indemnify us against the costs of claims asserted by third parties due to (alleged) infringement of industrial property rights if the customer negligently failed to recognize the applicable property right in a timely manner.

11.3 The customer is obliged to check whether the product we shall manufacture in according to customer's specifications infringes the rights and industrial property rights of third parties. We are not obliged to check the product to be manufactured for possible infringements of industrial property rights of third parties.

11.4 The customer shall be liable to us if third parties assert claims against us due to industrial property rights and the customer has acted negligently. The customer shall decide on out-of-court defense measures and whether he wishes to take legal action. The customer shall bear the costs of our legal defense for an attorney-at-law and, in the case of patents and utility models, also those of a patent attorney. The customer may select the attorneys-at-law.

12. Disposal

12.1 The customer must observe our information accompanying the goods when disposing of the goods and ensure that the goods are disposed of properly in accordance with statutory provisions.

12.2 The customer is obliged to realize disposal at its own expense. If the goods or their components are resold, the customer must transfer this obligation to the next buyer.

13. Confidentiality and data protection

13.1 Unless otherwise expressly agreed in writing, the information submitted to us in connection with orders is not considered confidential unless confidentiality is obvious or expressly indicated by the customer.

13.2 We are entitled to process the customer's personal data if this is necessary for the execution of the legal transaction, or if the data subjects concerned have given their consent. Data subjects have the right to receive information about the data processed about their person and the purpose of this processing. Any requests for information or the assertion of other data subject rights must always be addressed to us and will be observed within the framework of applicable data protection regulations.

14. Place of jurisdiction, applicable law, miscellaneous

14.1 The place of jurisdiction is 78532 Tuttlingen/Baden-Württemberg, Germany. However, we are also entitled to take action against the customer at the location of its registered office.

14.2 German law applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the referral provisions of German international private law.

14.3 Agreements that deviate from our T&Cs, contract amendments, and ancillary agreements of any kind are only legally effective if they are made in the written or text form. 14.4 Should individual clauses of these conditions prove to be wholly or partially invalid or void, this shall not affect the effectiveness of the remaining clauses or the remaining parts of such clauses.

Tuttlingen, April 5th, 2024

Rudischhauser Surgical Instruments Manufacturing GmbH