

General Terms of Sale of GEOMED Medizin-Technik GmbH & Co. KG

Section 1 Scope, form

(1) These General Terms of Sale (GTS) apply to all business relations with our customers ('buyer'). The GTS apply only where the buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

(2) The GTS expressly apply to contracts on the sale and/or delivery of movables ("goods") without regard to whether the seller itself manufactures the goods or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the version of the GTS in force at the time of the order from the buyer or, in any event, the version most recently communicated to the buyer in text form, shall be in effect as the master agreement, also for similar future contracts, without the need to refer to the GTS in each individual case.

(3) Our GTS apply exclusively. Deviating, contrary or supplemental general terms and conditions of the buyer shall become a contractual component only when and to the extent we have expressly consented to their applicability. This consent requirement applies in every case, also, for example, when the buyer makes reference to its GTC in the context of the order and we do not expressly object to them.

(4) Individual agreements (e.g., master supply agreements, quality assurance agreements) and particulars in our order confirmation take precedence over those GTC. In case of doubt, trade clauses shall be interpreted according to the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version in force at contract conclusion.

(5) The buyer's legally material declarations and notices in reference to the contract (e.g., setting a deadline, reporting defects, rescission or price reduction) must be submitted in writing. Written form within the meaning of these GTS includes written and textual form (e.g., letter, e-mail). Formal legal requirements and additional proof, particularly where there are doubts about the credentials of the declarant, remain unaffected.

(6) References to the application of statutory provisions are for clarification purposes only. Statutory provisions are applicable even without such a clarification unless they are directly modified or expressly excluded in these GTS.

Section 2 Contract conclusion

(1) Our quotations are subject to change without notice and are non-binding. This also applies when we have provided the buyer with catalogues, technical documentation (e.g., drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documentation – also in electronic form – to which we retain ownership rights and copyrights.

(2) The buyer ordering the goods is deemed to be a binding offer. Unless otherwise specified in the order, we are entitled to accept the contract offer within 10 days after having received it.

(3) Acceptance can be stated either in writing (e.g., by order confirmation) or by delivering the goods to the buyer.

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Section 3 Delivery period and delayed delivery

(1) The delivery period will be agreed upon individually or specified by us upon acceptance of the order. If this is not the case, the delivery period is approximately 12 weeks from contract conclusion.

(2) If we are unable to comply with binding delivery periods for reasons for which we are not responsible (non-availability of performance), we will notify the buyer thereof immediately and simultaneously communicate the expected new delivery period. If performance is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any compensation already paid by the buyer. Non-availability of performance occurs, for example, in case of non-timely delivery to us by our supplier if we have concluded a congruent substitute sale, in case of other disruptions in the supply chain, due to force majeure, for example, or if we are not obligated to carry out procurement on a case-by-case basis.

(3) Occurrence of our delay in delivery is determined according to the statutory provisions. In every case, however, a reminder by the buyer is required.

(4) The rights of the buyer pursuant to Section 8 of these GTS and our legal rights, particularly in case of any exclusion of the duty to perform (e.g., due to impossibility or unreasonableness of the performance and/or subsequent performance) remain unaffected.

Section 4 Delivery, transfer of risk, acceptance, default in acceptance

(1) Delivery occurs ex warehouse, which is also the place of performance for the delivery and any subsequent performance. The goods will be sent to a different destination at the buyer's request and expense (sales involving carriage). Unless otherwise agreed upon, we are entitled to determine the type of shipment ourselves (particularly the transportation firm, dispatch route, packaging).

(2) The risk of accidental destruction and accidental deterioration of the goods transfers to the buyer no later than upon delivery. In case of sales involving carriage, however, the risk of accidental destruction and accidental deterioration of the goods, as well as the risk of delay, already transfers upon delivery of the goods to the forwarding agent, the carrier, or any other person or establishment designated for execution of the shipment. If acceptance is agreed to, this is controlling for the transfer of risk. In other respects as well, the statutory provisions of the law on contracts to produce a specific work apply accordingly to an agreed-upon acceptance. Delivery is equivalent to acceptance when the buyer is in default of acceptance.

(3) If the buyer becomes in default of acceptance or fails to perform an act of cooperation, or our delivery is delayed for other reasons for which the buyer is responsible, we are then entitled to demand reimbursement of the damage arising therefrom, including additional expenses (e.g., storage costs).

(4) Proof of higher damage and our statutory claims (particularly reimbursement of additional expenses, reasonable compensation, cancellation of contract) remain unaffected; however, the lump sum shall be applied to further monetary claims. The buyer remains permitted to prove that we have incurred absolutely no or only significantly less loss than the foregoing lump sum.

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Section 5 Prices and payment terms

(1) Unless otherwise agreed upon on a case-by-case basis, our prices current at the time of each contract conclusion shall apply, specifically ex works plus applicable VAT.

(2) In case of sales involving carriage (Section 4 (1)), the buyer shall pay the transport costs ex warehouse and the costs of any transport insurance desired by the buyer. Any customs duties, fees, taxes, and other compulsory payments to public authorities shall be paid by the buyer.

(3) The purchase price is due and payable within 14 days from issuing the invoice and delivery or acceptance of the goods. However, we are at all times entitled to only carry out a delivery in whole or in part against advance payment, even in the context of an ongoing business relationship. We will declare any corresponding reservation no later than with the order confirmation.

(4) Upon expiration of the foregoing payment period, the buyer shall be in default. The purchase price shall earn interest during the period of default at the currently applicable statutory default interest rate. We reserve the right to claim further damage caused by delay. With respect to merchants, our claim to commercial maturity interest (Section 353 of the German Commercial Code (HGB)) shall remain unaffected.

(5) The buyer is only entitled to rights of offset or retention insofar as its claim has been held to be final and absolute or is uncontested. In case of defects in performance, the buyer's reciprocal rights, particularly pursuant to Section 7 (6) Sentence 2 of these GTS shall remain unaffected.

(6) If it becomes apparent after conclusion of the contract (e.g., by petition to commence insolvency proceedings) that our claim to the purchase price is endangered by the buyer's lack of ability to pay, we are then entitled according to the statutory provision to suspend performance and – after setting an period as necessary – to withdraw from the contract (Section 321 BGB). In case of contracts for the manufacture of non-fungible goods (custom-made items), we can immediately declare withdrawal; the statutory provisions on dispensability of setting a period shall remain unaffected.

Section 6 Reservation of title

(1) We retain ownership of the goods sold until complete payment of all of our current and future accounts receivable arising from the contract of sale and an ongoing business relationship (secured receivables).

(2) The goods subject to reservation of title are not permitted to be pledged to third parties or conveyed as collateral prior to complete payment of the secured receivables. The buyer shall immediately notify us in writing if a petition for commencing insolvency proceedings has been filed or if seizures of the goods belonging to us are carried out by third parties (e.g., garnishments).

(3) In case of actions by the buyer in breach of contract, particularly in case of non-payment of the purchase price due, we are entitled to withdraw from the contract according to the statutory provision and/or to demand the goods based on the reservation of title. The demand to deliver possession does not simultaneously include declaration of withdrawal; instead, we are entitled to merely demand the goods and to reserve the withdrawal. If the buyer does not pay the purchase price due, we are only permitted to assert these rights if we have first unsuccessfully set a reasonable period for payment or setting such a period is unnecessary according to the statutory provisions.

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(4) Until cancellation pursuant to (c) below, the buyer is authorised to resell and/or process the goods subject to reservation of title in the regular course of business. In this case, the following provision shall apply as a supplement.

(a) The reservation of title extends to the products created by the processing, mixture or combination of our goods at their full value, whereby we are deemed the manufacturer. If, in the case of any processing, mixture or combination with third-party goods, the third party's right of ownership remains in force, then we acquire co-ownership in proportion to the invoice value of the processed, mixed, or combined goods. Otherwise, the same applies to the created product as for the goods delivered subject to reservation of title.

(b) The buyer already now assigns the receivables from third parties arising from the resale of the goods or the product to us as security in their entirety or in the amount of our possible co-ownership share pursuant to the foregoing paragraph. We accept the assignment. The duties of the buyer stated in Paragraph 2 shall also apply in consideration of the assigned receivables.

(c) The buyer remains authorised along with us to collect the receivable. We agree not to collect the receivable as long as the buyer complies with its payment obligation in relation to us, no defect in its ability to pay exists, and we do not assert the reservation of title by exercising a right pursuant to Paragraph 3. However, if this is the case, then we can demand that the buyer inform us of the assigned receivables and their debtors, provide all necessary information for collection, supply the corresponding documents, and notify the debtors (third parties) of the assignment. In this case, moreover, we are entitled to revoke the buyer's authority for further sale and processing of the goods subject to reservation of title.

(d) If the attainable value of the collateral exceeds our receivables by more than 10%, we will release collateral of our selection upon request of the buyer.

Section 7 Buyer's claims for defects

(1) Unless otherwise provided below, the statutory provisions apply to the buyer's rights in case of material defects and defects of title (including improper and short delivery as well as improper assembly/installation or defective instructions). The statutory provisions on consumer sales (Sections 474 et seq. BGB) and the buyer's rights arising from warranties issued separately, particularly from the manufacturer, shall remain unaffected in all cases.

(2) The basis for our liability for defects is primarily the agreement made on the characteristics and the expected use of the goods (including accessories and instructions). Insofar as the characteristics were not agreed upon, the decision as to whether or not a defect exists shall be made according to the statutory provision (Section 434 (3) BGB). Public statements by or on behalf of the manufacturer, particularly in advertising or on the label of the goods, shall take precedence over statements of other third parties.

(4) We are in principle not liable for defects that the buyer was aware of at contract conclusion or was not aware of due to gross negligence (Section 442 BGB). Furthermore, the buyer's claims for defects presume that the buyer has complied with its statutory duties of investigation and notification (Sections 377, 381 HGB). In case of construction material and other goods intended for installation or other further processing, an investigation must occur immediately before processing in every case. If a defect is apparent upon delivery, inspection, or at any later point in time, written notice thereof shall be provided to us immediately. In every case, written notice of obvious defects shall be provided within 10 business days of delivery, and defects not apparent upon inspection within the same period after discovery. If the buyer neglects proper inspection and/or notification of defects, our liability for the defects not reported, not reported timely, or not reported properly shall be excluded according to the statutory provisions. In case of goods intended for mounting, attachment or installation, this shall also

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apply even when the defect only became apparent after the corresponding processing due to breach of one of these obligations; in this case, claims by the buyer for reimbursement of corresponding costs ("dismantling and installation costs") in particular shall not exist.

(5) If the delivered item is defective, we can initially choose whether we carry out subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement). If the type of subsequent performance selected by us is unreasonable for the buyer on a case-by-case basis, the buyer can reject it. Our right to refuse subsequent performance under the statutory requirements remains unaffected.

(6) 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 portion of the purchase price that is reasonable in proportion to the defect.

(7) The buyer shall give us the time and opportunity necessary for the subsequent performance owed, and particularly provide us with the defective goods for testing purposes. In case of replacement, the buyer shall return the defective item to us at our request according to the statutory provisions; however, the buyer shall not have any claim to return. Subsequent performance does not include either the dismantling, removal or deinstallation of the defective item or the assembly, mounting or installation of a defect-free item if we are not originally obligated to provide this performance; the buyer's claims to reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

(8) We will pay or reimburse the expenses necessary for testing and subsequent performance, particularly transport, travel, work and material costs as well as any dismantling and installation costs according to the statutory provisions and these GTS if a defect actually exists. Otherwise, we can demand reimbursement from the buyer of the expenses arising from the unjustified defect remedy demand if the buyer knew or would have been able to recognise that no defect in fact exists.

(9) In urgent cases, e.g., if operational safety is endangered or to avert disproportionate damage, the buyer has the right to remedy the defect itself and to demand reimbursement from us of the objectively necessary expenses for this purpose. We must be notified of any such self-remedy immediately, beforehand if possible. This right of self-remedy does not exist if we would have been entitled to refuse corresponding subsequent performance according to the statutory provisions.

(10) If a reasonable period to be set by the buyer for subsequent performance has fruitlessly expired or is unnecessary according to the statutory provisions, the buyer can withdraw from the contract of sale according to the statutory provisions or reduce the purchase price. However, no right of withdrawal exists in case of an insignificant defect.

(11) Claims by the buyer for reimbursement of expenses pursuant to Section 445a (1) BGB are excluded unless the last contract in the supply chain is a consumer sale (Sections 478, 474 BGB) or a consumer contract for provision of digital products (Sections 445c Sentence 2, 327 (5), 327u BGB). Claims by the buyer for damages or reimbursement of futile expenses (Section 284 BGB) shall only exist according to the provisions of the following Sections 8 and 9, even in case of defects in the goods.

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Section 8 Other liability

(1) Insofar as not otherwise provided in these GTS including the following provisions, we will be liable in case of a breach of contractual and non-contractual obligations according to the statutory provisions.

(2) We will be liable for claims for damage – on any legal basis whatsoever – within the framework of liability in tort in case of wrongful intent and gross negligence. In case of simple negligence, we will be liable, subject to statutory limitations of liability (e.g., care in own matters; insignificant breach of duty), only:

a) for damages arising from injury to life or limb or harm to health,

b) for damages arising from the breach of a material contractual obligation (an obligation whose performance enables proper implementation of the contract in the first place, and on compliance with which contractual partners regularly rely and can rely); in this case, however, our liability is limited to reimbursement of the foreseeable damage that typically occurs.

(3) The limitations on liability resulting from Paragraph 2 shall also apply with regard to third parties as well as in case of breaches of duty by persons (also in their favour) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as a defect was maliciously kept secret or a warranty for the characteristics of the goods and for claims of the buyer under the German Product Liability Act was accepted.

(4) The buyer can only withdraw or give notice due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Any free right of notice of the buyer (particularly pursuant to Sections 650, 648 BGB) is excluded. Matters as to which this document is silent shall be governed by legal requirements and legal consequences.

Section 9 Limitation of actions

(1) In deviation from Section 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance is agreed to, the limitation period begins upon acceptance.

(2) If the goods are a structure or an item that has been used for a structure in conformity with its customary manner of use and caused the structure's defectiveness (building material), the limitation period pursuant to the statutory regulation is 5 years from delivery (Section 438 (1) no. 2 BGB). Further statutory special regulations on limitation (particularly Section 438 (1) no. 1, (3), Sections 444, 445b BGB) shall also remain unaffected.

(3) The foregoing limitation periods under the law relating to the sale of goods shall also apply to contractual and non-contractual claims for damage by the buyer that are based on a defect in the goods, unless application of the regular statute of limitations (Sections 195, 199 BGB) would lead to a shorter limitation period on a case-by-case basis. Claims for damage by the buyer pursuant to Section 8 (2) Sentence 1 and Sentence 2 (a) as well as under the German Product Liability Act shall expire exclusively according to the statutory limitation periods.

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Section 10 Choice of law and judicial venue

(1) The law of the Federal Republic of Germany, with the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods, applies to these GTS and the contractual relationship between us and the buyer.

(2) If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive, also international, judicial venue for all disputes arising directly or indirectly from the contractual relationship is the locale of our registered office in Tuttlingen. The same applies if the buyer is an entrepreneur within the meaning of Section 14 BGB. We are, however, in all cases, also entitled to institute legal proceedings at the place of performance for the delivery obligation pursuant to these GTS or an overriding individual agreement or at the general judicial venue of the buyer. Overriding statutory provisions, particularly on exclusive jurisdictions, remain unaffected.

Effective date February 2025