

Terms of sale and delivery

I. General

All deliveries, services and offers shall be performed on the basis of these terms and conditions of trade. Purchaser's terms and conditions that deviate from these, and which have not been explicitly acknowledged in writing by the supplier, shall not be considered binding on the supplier, even if the supplier has not explicitly objected to them. The rights and obligations arising from the business relationships with the supplier may not be passed on to third parties.

II. Conclusion of contract

The conclusion of the contract is subject to the conditions precedent that the necessary export permits are granted. Furthermore, the conclusion of the contract is subject to the proviso that the requirements for export control law permissibility of all deliveries, services and offers by the supplier - in particular approval requirements and/or information obligations - are fulfilled. As far as export bans according to export control regulations exist, a contract for the relevant services is not effective. The purchaser is aware of the export regulations applicable at the time the contract is concluded and has to observe them. In particular, the purchaser undertakes to observe applicable sanctions and embargoes that affect the export of deliveries, services and offers by the supplier. Continuously updated sanctions lists of the EU shall be viewed by the purchaser at "www.sanctionsmap.eu".

III. Prices

Prices are quoted in Euro. Prices are net prices and quoted – in so far as nothing to the contrary is agreed upon – ex works exclusive of freight, customs duty, import charges, packaging and VAT.

IV. Shipment

The current Incoterms® 2010 apply. Delivery is for the account and at the risk of the purchaser. Shipping costs will be charged to the customer. Partial shipments initiated by the supplier are free of charge. Costs for special shipping requests (e.g. express) will be charged for. Deliveries will be handled as fast as possible. Information regarding delivery periods, however, shall remain nonbinding, in so far as they have not been agreed upon in writing and explicitly designated as binding. The delivery period shall be considered to have been complied with upon notification of readiness for dispatch if the shipment is not possible through no fault of the supplier. Reasonable partial deliveries as well as acceptable deviations from the order quantities are permissible. The supplier shall at his discretion select packing, shipping route and method of shipment. Risk shall pass to the purchaser upon leaving the supplier's premises, even if dispatched carriage free. With regard to delays of dispatch attributable to the purchaser, risk shall pass to the purchaser upon notification of readiness for dispatch. In the event of Acts of God and other unforeseeable, exceptional and excusable circumstances or any disruptions of operations – even if responsibility is caused by an upstream supplier – the delivery period shall be extended by a reasonable period. Payment of damages is excluded. The delivery period will also be extended if the supplier is obliged to carry out individual actions before completing the order due to applicable

export control regulations. The delivery period will be extended by the period of time required to fulfill the corresponding obligation to act, according to the export control regulations. If the supplier does not carry out the above-mentioned action within 3 months after becoming aware of his obligation to act, both contracting parties are entitled to withdraw from the contract by written declaration. The reversal of the contract is subject to the legal regulations of §§ 346 ff. BGB.

V. Payment

Standard payment is payment in advance. In the case of long-term business relations the following may be agreed upon:

- net for payment 30 days from date of invoice, or a 2% discount for payment within 14 days from date of invoice
- available for European customers: SEPA-Direct Debit, ie payment collection on the 3rd working day of the month following the month in which invoices are due, considering the 2% cash discount Prerequisite for being granted a discount shall be the settlement of all previously due and undisputed invoices. Where the due date has lapsed, all open invoices shall be immediately due for payment and the usual bank interest shall be charged. The customer shall remit payment in Euro with any bank charges paid by the customer to the account of Ofa Bamberg GmbH. Default of payment shall result in the immediate maturity of all outstanding debts in favour of the supplier. In the event of default, interest shall be charged on the outstanding amount at 9 percentage points above the base interest rate. We reserve the right to demand advance payment for subsequent deliveries. An offsetting or a right of retention by the buyer is only permissible on the basis of claims of the buyer which are recognised by us, are not disputed or have been established as legally binding.

VI. Retention of title

Until full payment of all our present and future receivables from the contract and an ongoing business relationship (secured receivables) has been received, we reserve the right of ownership over the delivered goods. The retention of title extends to the full value of the products resulting from the processing, incorporation or combination of our goods where we are considered the manufacturer. If, in the event of processing, mixing or combining with objects of third parties whose right of ownership continues to exist, we shall acquire coownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as applies to the goods delivered under retention of title. The buyer is only permitted to resell the goods subject to retention of title in the normal course of business provided that the buyer also agrees a retention of title with their customers. Any other disposal by the buyer of the goods subject to retention of title, in particular pledges or security assignments, is not permitted. The same applies with regard to the claims assigned according to the following sentence. The buyer hereby assigns to us all claims and other entitlements against their customers arising from the resale until all our claims have been satisfied; we hereby accept this assignment. If the customer acts in breach of contract, in particular if the due remuneration is not paid, we

are entitled to demand that the customer informs us of the assigned claims and informs their debtors, provides all information necessary for the collection of the claims, hands over the relevant documents and notifies the debtors (third parties) of the assignment; in addition, in this case we are entitled to revoke the customer's authority to further process and sell the goods subject to retention of title. If the value of the securities held for us exceeds our total claims by more than 10%, we are obliged, at the request of the purchaser, to release securities chosen at our discretion. We must be notified immediately of any seizure or confiscation of the reserved goods by third parties. Intervention costs arising from this shall in any case be borne by the buyer, unless they are borne by third parties.

VII. End-use

The purchaser as a reseller is only permitted to resell all deliveries from the supplier, if the purchaser for his part observes the applicable export control regulations. In the event of a breach of this obligation, the supplier reserves the right to assert claims for damages against the purchaser.

VIII. Warranty

Notifications of defects must be made to us in writing immediately after receipt of the delivery. In the case of hidden defects, notifications of defects must be made in writing immediately after the defect has been identified. In the event that our goods are defective, we shall be obliged to repair or replace the goods at our discretion. Our right to refuse repair or replacement under the statutory conditions remains unaffected. In the event of a replacement delivery, the defective goods must be returned at our request following consultation with our returns department. In the event of unsuccessful rectification of defects or replacement delivery, the customer shall be entitled to reduce the payment for the defective goods or to withdraw from the contract insofar the goods are defective. The statutory provisions shall apply to the right of withdrawal and reduction. If a significant defect which impairs the usability of the contractual goods is attributable to a fault on our part, on the part of our legal representatives or our vicarious agents, the customer may demand compensation in accordance with the section of these General Terms and Conditions entitled "Liability".

IX. Exchange and return of defect-free goods

An exchange of defect-free goods will be made exclusively as a gesture of goodwill in individual cases and only if the goods are unused and in their original packaging. Goods or packaging that are no longer current are excluded from exchange. We reserve the right to refuse returns. Also in the case of goods returned on a goodwill basis, we reserve the right to charge a fee for processing the return amounting to 20% of the net value of the goods returned. The costs of the return shipment shall be borne by the buyer. Custom-made and non-standard designs are excluded from exchange and return.

X. Liability

We shall be liable for damages arising out of any legal grounds in accordance with the following provisions: We are liable insofar as we, our legal representatives or vicarious agents can be held accountable for intent or gross negligence.

This limitation of liability shall not apply to: (1) damages resulting from injury to body or health, (2) damages resulting from a serious organisational fault on our part, (3) damages resulting from the absence of a guaranteed quality or from fraudulent concealment of a defect on our part, (4) liability under the Product Liability Act. In the event of a breach of material contractual obligations, we shall be liable, if none of the cases mentioned under (1) up to and including (4) applies, up to an amount limited to the foreseeable damage typical for the contract. Material contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely.

XI. Distributor obligations

The requirements applicable under the EU Medical Devices Regulation regarding distributor obligations and the interaction of economic operators in the supply chain are an integral part of the contractual rights and obligations agreed between the buyer and BELSANA.

XII. Acts of God

Unforeseeable and unavoidable events release us from our performance obligations for the duration of the disturbance and to the extent of their effect.

XIII. Statute of limitation

Warranty claims expire one year after delivery, unless a longer warranty period is mandatory by law. In particular – but not only – claims for damages by the customer according to (1) up to and including (4) of the section "Liability" are limited exclusively according to the legal statute of limitations.

XIV. Privacy

All information regarding the processing of your personal data by Ofa Bamberg GmbH can be found at: <https://www.ofa-bamberg.com/en/data-protection/>.

XV. Place of performance and place of jurisdiction

As far as legally permissible, the place of performance for all mutual obligations shall be Bamberg for both parties. The place of jurisdiction shall be Bamberg, also for any proceedings in connection with documents and cheques. This agreement shall be subject to German law, with the exclusion of the UN Acquisitions Law (CISG)