

I. Scope

1. Our General terms and conditions of sale and delivery apply only to companies, legal entities under public law and special funds under public law. They do not apply to consumers within the meaning of Section 13 of the German Civil Code (BGB).
2. Our offers, deliveries and other services to the purchasers referred to in clause 1 (1) are provided exclusively on the basis of these General Terms and Conditions of Sale and Delivery. Conflicting, deviating or supplementary terms and conditions of the customer not contained in these General Terms and Conditions of Sale and Delivery shall not be recognised unless we expressly acknowledge them, even if we make deliveries or provide services to the customer without reservation in the knowledge of such terms and conditions, unless we have expressly agreed to them.
3. These General Terms and Conditions of Sale and Delivery shall also apply to all future transactions with the purchasers without the need to refer to them again in each individual case.
4. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Sale and Delivery.

II. Conclusion and content of the contract, reservation of changes

1. Our offers are subject to change. We can accept orders or commissions within 14 days of receipt, unless a specific acceptance period has been expressly agreed. Our order confirmation is decisive for the scope of delivery. Order confirmations are valid even without a signature. Subsidiary agreements and amendments require our confirmation in text form. Acceptance may also take place within this period by unconditional delivery of the ordered products.
2. Costs incurred for the modification or cancellation of confirmed orders shall be borne by the customer, insofar as the customer is responsible for the modification or cancellation.
3. The illustrations, drawings and product descriptions contained in our brochures, advertisements and other offer documents are only approximate, unless the information contained therein has been expressly confirmed by us as binding or unless the usability for the contractually intended purpose requires exact conformity; in no case do they constitute warranty statements. Customary deviations due to legal regulations or in the course of continuous product development or improvement, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.
4. We reserve ownership rights, copyrights and other intellectual property rights to illustrations, drawings, calculations, catalogues, price lists and similar information of a physical or non-physical nature relating to orders, including in electronic form. Reproduction and/or disclosure to third parties, in particular competitors, is not permitted without our express written consent.

III. Prices and payment

1. Our prices are quoted in EURO and are valid ex works net (shipping according to Incoterms® 2020, within Europe "EXW" - Ex Works or "FCA" - free carrier outgoing medical bees GmbH). Unless expressly agreed otherwise, statutory value added tax and packaging, insurance, delivery, shipping, certification, translation and certification, and other documentation costs are not included and will be shown separately, if and to the extent that they are incurred. Packaging will not be taken back.
2. Our prices are based on our quotation. For services provided more than four (4) months after conclusion of the contract, we are entitled to increase or reduce the agreed prices accordingly – by a maximum of 10%, however – if significant changes in material, energy or raw material costs have occurred after the quotation was submitted and we are not responsible for these changes. If the aforementioned costs change by more than 10%, each party has the right to demand that the other party enter into supplementary negotiations with the aim of agreeing on an appropriate price adjustment.
3. Unless otherwise agreed, our invoices are due for payment in full 30 days after the invoice date and delivery or acceptance of the contractual item. Payment shall only be deemed to have been made when we have free disposal of the amount (receipt of payment). For payments made within 8 days, we grant a two per cent discount. The date of payment for the cash discount deduction shall be the date on which we receive the money or the date on which it is credited to one of our bank accounts. The right to a cash discount deduction shall lapse if the customer is in default with the payment of another due invoice. The cash discount shall only be calculated on the net amount, i.e. excluding VAT and costs for shipping, etc.
4. Invoices for repairs are due for payment immediately and without deductions.
5. Offsetting or withholding payments is only permissible on the basis of legal claims by the customer that are recognised by us, undisputed or legally established.
6. In the event of late payments, we shall charge default interest at a rate of 9 percentage points p.a. above the respective base rate in accordance with Section 247 (1) of the German Civil Code (BGB) without further reminder. The contracting parties shall remain free to prove that the actual damage was higher or significantly lower. Notwithstanding any provision to the contrary by the customer, payments shall first be credited against the customer's oldest debt. If costs and interest have already been incurred, the payment shall first be credited against the costs, then against the interest and finally against the principal performance.
7. Even within the framework of an ongoing business relationship, we shall be entitled at any time to make a delivery or provide a service in whole or in part only against advance payment or security if, after conclusion of the contract, we become aware of circumstances which are likely to significantly reduce the creditworthiness of the customer and which jeopardise the payment of our outstanding claims from the respective contractual relationship. If the customer does not comply with this request within a period of 2 weeks after being asked to do so, or if the debt is not settled, we shall be entitled to withdraw from the contract. In the event of withdrawal, we shall be entitled to claim lump-sum damages amounting to 0.2% of the order value per working day, limited to 5% of this amount as compensation. The customer remains free to prove that no damage or less damage has been incurred. The right to assert further claims for damages and the rights under Section 321 of the German Civil Code (BGB) remain unaffected.

8. For orders from abroad or deliveries abroad, we reserve the right to make the execution of the contract dependent on the submission of a letter of credit by a bank.

IV. Shipping and transfer of risk, partial deliveries

1. The shipment of the delivery item and the transfer of risk shall be carried out in accordance with the Incoterms® 2020 chosen by the parties. If the parties have not agreed on the type of shipment, delivery within Europe shall be "EXW", otherwise "FCA" (according to Incoterms® 2020) from the premises of medical bees GmbH in 78576 Emmingen, Germany.
2. If shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day of notification of readiness for shipment.
3. We are not obliged to insure the delivery against insurable risks after the transfer of risk.
4. Partial deliveries are permissible insofar as they are reasonable for the customer.

V. Delivery periods and delivery dates

1. Only the delivery periods confirmed by us shall apply. Unless expressly agreed otherwise, delivery periods shall not be deemed to be a fixed-date transaction. The delivery period shall be extended by the period during which the customer is in arrears with an agreed payment. Delivery periods are only binding if the customer fulfils their contractual obligations and duties (e.g. procurement of necessary documents, approval of any implementation templates). If the customer initiates a contract amendment that makes it impossible to meet the original delivery period, the delivery period shall be extended by a reasonable amount.
2. The delivery period shall be extended appropriately – even within a period of delay – in the event of delays due to circumstances for which we are not responsible, in particular in the event of incorrect or late delivery by suppliers, in cases of force majeure, in particular pandemics and epidemics or comparable events, natural disasters, war, terrorism, official measures and measures taken in the context of industrial disputes, insofar as such obstacles can be proven to have an influence on the performance of the service owed. This shall also apply if these circumstances occur at upstream suppliers. We shall notify the customer of the beginning and end of such obstacles as soon as possible. If the obstacle lasts longer than three months or it is certain that it will last longer than three months, both the customer and we may withdraw from the contract.
3. The delivery date shall be deemed to have been met, regardless of the mode of shipment selected in accordance with Incoterms® 2020, if the delivery item has left the factory or readiness for shipment has been notified by the end of the delivery date.
4. In the event of a delay in delivery, the customer shall set us a reasonable grace period of at least two weeks in writing.
5. If we are in default of delivery as a result of simple negligence, our liability for damages due to the delay in delivery, which may be claimed in addition to the delivery, shall be limited to 0.5% of the delivery value for each completed week of delay, but to a maximum of 5% of the delivery value. If the customer claims damages instead of performance in the aforementioned cases, this claim for damages shall be limited to 20% of the delivery value. The limitations of liability according to the preceding sentences 1 and 2 shall not apply in the event of a delay due to gross negligence on our part, on the part of our legal representatives or our vicarious agents, nor in the event of injury to life, limb or health, or in the case of a fixed-date transaction, i.e. a transaction in which the transaction stands or falls with compliance with the fixed performance date.

VI. Retention of title and other securities, demo goods

1. We retain title to the delivery item until all liabilities of the customer arising from the business relationship, including ancillary claims and claims for damages, have been paid. If a current account agreement has been concluded with the customer, retention of title shall remain in force until the recognised current account balance has been paid in full.
2. If the delivery item is initially provided for testing purposes (demo goods), ownership shall only pass to the customer once a purchase contract for the delivery item has been concluded and the agreed purchase price has been paid in full. We shall be entitled to reclaim demo goods at any time. The customer shall have no right of retention in respect of the demo goods.
3. The customer is obliged to treat the goods subject to retention of title with care and to insure them at his own expense against loss, damage and destruction to the extent expected of a prudent businessman. The customer hereby assigns to us any claims arising from insurance contracts, namely a first-ranking partial amount equal to the agreed price of the goods subject to retention of title. We accept this assignment. The customer must inform us immediately of any damage, loss, seizure, confiscation, if an application for the opening of insolvency proceedings has been filed, as well as other dispositions by third parties. The customer shall bear all costs incurred in recovering the delivery item, in particular in the context of a third-party action, unless these costs can be recovered from third parties. In the event of discrepancies regarding the whereabouts of the goods, we shall be entitled to inspect them on the customer's premises.
4. The customer may process and sell the goods subject to retention of title in the ordinary course of business, but may not pledge them or assign them as security.
5. The customer hereby assigns to us all claims arising from the resale or further processing or, any other legal basis relating to the goods subject to retention of title, including the recognised balance from a current account agreement or, in the event of the insolvency of the customer's business partner, the causal balance then existing in the amount of the invoice value of the delivery item. The assignment is hereby accepted. The customer is revocably authorised to collect claims assigned to us in its own name. The authorisation to collect can only be revoked if the customer does not properly meet its payment obligations. In such a case, the customer shall, upon request, provide the information necessary for collection of the assigned claim, make the relevant documents available and notify the debtor of the assignment. This assignment of claims serves to secure all claims, including future claims, arising from the business relationship with the customer.
6. In the event of processing, combination or mixing with other items, we shall acquire co-ownership of the new item in proportion to the value of the goods delivered by us under retention of title to the other processed items at the time of processing. In all other respects,

the same shall apply to the resulting item as to the goods delivered under retention of title.

7. In the event of conduct by the customer in breach of contract, in particular default in payment, we shall be entitled to take back the delivery item after issuing a reminder. Taking back the goods does not constitute a withdrawal from the contract, unless this is expressly declared. The costs incurred by the taking back shall be borne by the customer if the taking back was threatened with reasonable notice. We may sell the taken back delivery item and satisfy ourselves from the proceeds if the sale was threatened in advance. In the threat, the customer shall be given a reasonable period of time to fulfil his obligations.

8. We undertake to release the securities to which we are entitled at the request of the customer insofar as the realisable value of our securities exceeds our claims against the customer to be secured by more than 20% on a non-temporary basis. The selection of the securities to be released is at our discretion.

9. In the event of suspension of payments, the opening of insolvency proceedings or out-of-court settlement proceedings, the purchaser's rights to resell and use the goods subject to retention of title and the authorisation to collect assigned claims shall expire. The statutory rights of an insolvency administrator, including a provisional one, shall remain unaffected by this.

10. In the case of delivery abroad, the customer is obliged to take all necessary measures to maintain the above retention of title provision or an equivalent security right under the applicable law.

VII. Purchaser's obligation to inspect, notification of defects, warranty

1. In the case of a purchase or a contract for the delivery of movable goods to be manufactured or produced, which in each case is a commercial transaction for both parties, the customer must notify us in writing of any defects in the delivery item – with the exception of hidden defects – within 8 calendar days of delivery, otherwise the delivery items shall be deemed to have been approved. Hidden defects must be reported in writing immediately after discovery, at the latest within 8 days, otherwise the delivery items shall be deemed to have been approved with regard to these defects, but no later than 12 months after the transfer of risk. The obligations of the customer under Section 377 of the German Commercial Code (HGB) remain unaffected by this. Negotiations regarding a complaint do not constitute a waiver of the objection of late, insufficient or unjustified notification of defects.

2. The documents belonging to the offer, such as illustrations, drawings and product descriptions, are only approximate (see Section II. 3). The customer must check the documents and samples sent. By accepting the offer and giving approval, the customer approves the documents and samples, so that no rights to claim for defects arise, provided that the delivery item essentially corresponds to the documents.

3. If the delivery item has a defect for which we are responsible, we shall be entitled, at our discretion, either to remedy the defect (repair) or to deliver a defect-free item (replacement delivery) – in each case subject to paragraph 4 below. If we are not ready or able to remedy the defect/ replacement delivery, if this is delayed beyond reasonable deadlines for reasons for which we are responsible, or if the repair/replacement delivery fails in any other way, the customer shall be entitled, at his discretion, to withdraw from the contract or reduce the purchase price, provided that further attempts at subsequent performance are unreasonable for him. The customer may only withdraw from the contract with our consent in the case of an insignificant defect.

4. Rights arising from material defects can only arise if the delivery item has a material defect at the time of transfer of risk. Rights arising from unsuitable or improper storage, use, faulty assembly or handling of the delivery item, natural wear and tear or unsuitable conditions of use, as well as failure to observe the operating and maintenance instructions specified by the supplier, etc., are excluded from liability for defects.

5. The customer's statutory rights of recourse against us shall only exist insofar as the customer has not entered into any agreement with its customer that goes beyond the statutory claims for defects. The scope of the rights of recourse shall be determined in accordance with Section VII. 3. 6.

6. The limitation period for claims for material defects is one year, beginning with the transfer of risk. If the delivery item is initially provided as demo goods and then purchased by the customer, the limitation period begins when the delivery item is provided for testing. This shall not apply in the event of fraudulent concealment of a defect, the assumption of a guarantee, injury to life, limb or health for which we, our legal representatives or our vicarious agents are responsible, or in cases of intent and gross negligence.

7. If the examination of a notice of defect reveals that there is no defect or that the customer is responsible for the defect, we shall be entitled to charge the customer for the costs incurred for the examination and, if necessary, the rectification of the defect.

8. We shall only be liable for damage caused by the defectiveness of the delivery item within the limits specified in Section VIII.

VIII. Other obligations of the customer

1. The customer undertakes to ensure that the requirements of product liability law, in particular the Medical Devices Implementation Act (MPDG) and the European Medical Device Regulation (MDR - Regulation (EU) 2017/745), are complied with within its sphere of influence/control. 2.

2. In particular, the customer undertakes to ensure that only persons with the appropriate qualifications handle the contractual items and that the contractual items are not combined with products from other manufacturers, unless such a combination has been expressly approved by us in advance, at least in text form.

3. If the customer resells the delivery item as part of its business operations, it shall also ensure that the purchaser is properly instructed and that only qualified persons carry out such measures.

4. If the customer becomes aware of any incidents affecting our products and services, they must notify us of this incident immediately. The customer shall coordinate any further measures and responses to the incident with us.

5. The customer is not entitled to inform third parties (including authorities) and/or the public of incidents relating to our products and services without prior consultation with us, unless the customer is obliged to disclose the information immediately due to mandatory legal provisions. In this case, the customer shall inform us immediately.

IX. Liability

1. We shall be liable in accordance with the provisions of the Product Liability Act and in cases of culpable inability and culpable impossibility. Furthermore, we shall be liable for damages in accordance with the statutory provisions in cases of intent, gross negligence, the assumption of a guarantee and in the event of injury to life, limb or health for which we are responsible. If we otherwise violate a material contractual obligation (so-called cardinal obligation) through simple negligence, i.e. an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer may regularly rely, our liability for compensation shall be limited to the foreseeable damage typical for this type of contract. The limitation of liability for delivery delays remains unaffected by this. In all other cases of liability, claims for damages due to the breach of an obligation arising from the contractual relationship or due to tort are excluded, so that we are not liable for lost profits or other financial losses of the customer.

2. Insofar as our liability is excluded or limited on the basis of the above provisions, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.

X. Export

The delivered goods are intended exclusively for use by qualified professional, specialist personnel. Use, export, and resale are permitted only within the country in which the delivery address specified by the Buyer is located. Any resale outside the country in which the delivery address is located is not permitted without the prior written consent.

XI. Third-party property rights

If the customer provides us with samples or drawings, they guarantee that no third-party rights, in particular copyrights and industrial property rights, are infringed. The customer is obliged to indemnify us against all claims by third parties arising from such an infringement, to support us in defending against such an infringement and to reimburse us for all damages, including legal and court costs, incurred by us as a result. The same applies if we manufacture a delivery item according to specific specifications provided by the customer.

XII. Confidentiality

The customer shall treat our know-how and all our other business and trade secrets, including the content of the contractual relationship with the customer, as strictly confidential. The customer shall take all reasonable and necessary precautions to protect the aforementioned information from unauthorised access, unauthorised disclosure, reproduction, transfer and other unauthorised use. Disclosure to consultants who are subject to professional confidentiality obligations is permitted. The obligations set out in this article shall continue to apply for a period of five years after the end of the contract.

XIII. Applicable law, place of jurisdiction

1. All legal provisions between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, excluding the application of the UN Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind is 78576 Emmingen (Federal Republic of Germany). The same shall apply if the customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode outside Germany after conclusion of the contract, or if his place of residence or habitual abode is unknown at the time the action is brought. However, we shall also be entitled to sue the customer at his general place of jurisdiction.

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