

General Terms and Conditions of Purchase (GTCP)

Medi-Globe Technologies GmbH
Medi-Globe GmbH
Urotech GmbH
uroVision Gesellschaft für medizinischen
Technologie- Transfer mbH
ENDO-FLEX GmbH

-purchaser-

1. Area of application

- 1.1. These General Terms and Conditions of Purchase (GTCP) apply exclusively to all business relationships in particular declarations, legal transactions and contracts as well as their respective execution with business partners and suppliers if the seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2. The GTCP apply to contracts for the delivery of movable goods ("goods"), regardless of whether the supplier manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB).
- 1.3. Deviating conditions of the supplier are only binding if the purchaser agrees to them at least in text form. These GTCP also apply if the purchaser accepts performance by the supplier without reservation in the knowledge of deviating terms and conditions.
- 1.4. Individual agreements between the supplier and the purchaser shall take precedence over these GTCP. An agreement with the purchaser or his confirmation in at least text form is required as proof of its content.
- 1.5. Legally relevant declarations and notifications by the supplier in relation to the contract, such as setting deadlines, reminders, declarations of cancellation, must at least be in text form.
- 1.6. These GTCP shall also apply to future transactions with the supplier without further express agreement.
- 1.7. If, due to the nature of the supplier's performance or corresponding agreement, the result of the performance is subject to acceptance, the delivery specified in these GTCP shall be followed by acceptance.

2. Conclusion of contract, offers and cost estimates

- 2.1. The supplier is required to confirm each order by the purchaser within 2 working

days of receipt, stating the binding price and the delivery date, at least in text form. If this confirmation is not received within the aforementioned period, the purchaser is no longer bound by his order.

- 2.2. A delayed confirmation is considered a new offer and requires acceptance by the purchaser.

3. Delivery time and delivery delay

- 3.1. The delivery time stated by the purchaser in the order is binding unless another agreement has been confirmed at least in text form. The supplier is obliged to inform the purchaser immediately, at least in text form, if he is likely to be unable to meet agreed delivery times - for whatever reason.
- 3.2. If the supplier fails to perform or fails to perform within the agreed delivery period or is in default, the purchaser's rights - to cancellation and damages - shall be determined in accordance with the statutory provisions. The regulations under 3.3 remain unaffected.
- 3.3. If the supplier is in default, he shall be entitled - in addition to further statutory claims - to lump-sum compensation for the damage caused by default in the amount of 0.3% of the net price of the ordered goods per day up to a maximum of 5% of the net price of the ordered goods. The purchaser reserves the right to prove that higher damages have been incurred. The supplier is entitled to prove that no or only a significantly lower damage has occurred.

4. Delivery, transfer of risk and default of acceptance

- 4.1. Delivery will be made to the location specified in the order. This is also the place of fulfilment for the delivery and any subsequent fulfilment (obligation to deliver).
- 4.2. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and the order identification (date and number). If the delivery note is missing or incomplete, the purchaser shall not be responsible for the resulting delay in processing and payment. A corresponding dispatch note with the same content must be sent to the purchaser separately from the delivery note.

- 4.3. The risk of accidental loss and accidental deterioration of the goods shall pass to the purchaser upon handover at the place of fulfilment.
- 4.4. The purchaser's default of acceptance shall be determined in accordance with the statutory provisions. The supplier must also expressly offer its performance if an action or co-operation of the purchaser (e.g. provision of material) or a specific or determinable calendar time has been agreed. If the purchaser is in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB).
- 4.5. In cases of force majeure, such as strikes, lockouts, war or export restrictions, which render fulfilment of the contract unreasonable or impossible or unreasonable for the purchaser, he shall be released from the obligation to accept delivery in good time for the duration of their existence. He shall inform the supplier accordingly. In this case, the parties undertake to adjust the contract.

5. Prices, invoices and payments

- 5.1. Unless otherwise agreed, all prices quoted in the order are in euros (EUR).
- 5.2. The price stated in the purchaser's order is binding and fixed. It includes all services of the supplier, in particular packaging, transport costs, insurance premiums, customs duties and any excise duties.
- 5.3. VAT must be shown separately from the price.
- 5.4. Invoices shall be issued by repeating the details from the order. Each invoice may only relate to services from one order.
- 5.5. The agreed price shall be due for payment within 60 calendar days of complete delivery and performance and receipt of a proper invoice. In the case of bank transfer, payment is deemed to have been made on time if the purchaser's transfer order is received by his bank before expiry of the payment deadline. If payment is made within 14 days of the due date, the supplier shall grant a discount of 2%.
- 5.6. The supplier is not entitled to interest on arrears. In the event of default of payment by the purchaser, the statutory provisions shall also apply.

6. Packaging

The goods to be delivered by the supplier shall be packed by the supplier in such a way that damage during transport is avoided. The packaging material used must be environmentally friendly and must only be used to the extent necessary. Ownership of the packaging is transferred to the purchaser. At the purchaser's request, the supplier shall take back the packaging or the purchaser shall dispose of the packaging at the supplier's expense.

7. Secrecy

- 7.1. The purchaser reserves its property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to the purchaser after fulfilment of the contract. The supplier undertakes to keep the documents in accordance with sentence 1 confidential, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected. If a separate confidentiality agreement between the supplier and the purchaser applies, its provisions shall apply.
- 7.2. The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items provided to the supplier by the purchaser for production.
- 8. Retention of title, offsetting and rights of retention**
- 8.1. The delivered goods become the property of the purchaser upon delivery. The agreement of a simple, extended or prolonged retention of title by the supplier is hereby excluded. In any case, the purchaser is entitled to process the delivered goods or dispose of the delivered goods without further ado, and without authorisation or notification.
- 8.2. Offsetting and the assertion of rights of retention are only permissible if the supplier's counterclaim is undisputed or

- has been legally established. The defence of non-performance of the contract remains unaffected.
- 8.3. Tools, drawings, samples, models, brands or products made available to the supplier remain the property of the purchaser. They must be stored separately at the supplier's expense and insured against destruction and loss, as long as they are not processed. Upon completion of the order, these are to be returned to the purchaser unless otherwise agreed.
- 9. Incoming inspections**
The purchaser is only obliged to inspect incoming goods for obvious defects, and to check that the delivered goods are complete and correct. Such defects shall be notified to the supplier within 5 days of delivery, other defects within 5 days of their discovery. A notification of defects does not lead to a restriction of the purchaser's rights.
- 10. Warranty, liability and other service disruptions**
- 10.1. The supplier shall render its performance free from material defects and defects of title, the corresponding quality assurance agreement, as well as the recognised rules of technology, safety, occupational health and safety, accident prevention and all other applicable regulations.
- 10.2. The rights in the event of material defects and defects of title shall be determined in accordance with the statutory provisions, subject to the following additions/clarifications.
- 10.3. The place of fulfilment for subsequent performance is the location of the goods.
- 10.4. At the request of the purchaser, subsequent fulfilment shall include any dismantling and removal as well as the installation of the replacement delivery. The purchaser's claim to reimbursement of corresponding expenses remains unaffected.
- 10.5. The purchaser is also entitled to remedy the defect itself at the supplier's expense if the supplier is in default or if a request for subsequent fulfilment by the supplier is unreasonable for the purchaser. The purchaser may demand an advance payment from the supplier for the expenses required to remedy the defect.
- 10.6. The supplier shall ensure that no patents or other industrial property rights of third parties are infringed by its

delivery and its contractual utilisation by the purchaser. He shall indemnify the purchaser and his customers (contractual partners) against all third-party claims arising from infringements of industrial property rights. This shall not apply if the supplier has manufactured and delivered the products supplied in accordance with the purchaser's instructions using drawings and models or similar.

11. Supplier recourse

- 11.1. The purchaser is entitled to the statutory rights of recourse in the supply chain (§§ 478, 445a, 445b and §§ 445c, 327 para. 5, 327u BGB) in addition to the claims for defects without restriction.
- 11.2. Before the purchaser recognises or fulfils a claim for defects asserted by the purchaser's customer (contractual partner) (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB), the purchaser shall inform the supplier accordingly and give him the opportunity to comment in text form within a period set by him. If no substantiated statement is made within the deadline and no amicable solution is reached, the decision made by the purchaser shall apply. In this case, the supplier shall be responsible for providing evidence to the contrary.
- 11.3. The claims according to clauses 11.1. and 11.2. also apply if the delivered defective goods have been processed by the purchaser, his customer or a third party.

12. Product liability

- 12.1. If the supplier is responsible for product damage, he shall indemnify the purchaser against third-party claims to the extent that the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties.
- 12.2. As part of its obligation to indemnify, the supplier shall reimburse the expenses pursuant to §§ 683, 670 BGB arising from or in connection with any claims asserted by third parties, including recall actions carried out by the purchaser. The purchaser shall inform the supplier of the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.

- 12.3. The supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage. At the purchaser's request, the supplier shall prove the existence of the aforementioned insurance cover by presenting the insurance policy.

13. Statute of limitations

- 13.1. The reciprocal claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 13.2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. The limitation period shall be suspended for the period between the purchaser's notification of defects and the rectification of the defect. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem (§ 438 para. 1 no. 1 BGB) shall remain unaffected. Furthermore, claims arising from defects of title shall not become time-barred for as long as the third party can assert their right against the purchaser, particularly in the absence of a limitation period.
- 13.3. The limitation periods of the law on sales, including the above extension, apply - to the extent permitted by law - to all contractual claims for defects. Insofar as the purchaser is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the sales law leads to a longer limitation period in individual cases.

14. Rights of use

- 14.1. The supplier shall transfer to the purchaser the exclusive, unlimited-time right to publish, distribute, reproduce, process and otherwise utilise all ideas, concepts, drafts and designs provided by the supplier and commissioned by the purchaser. The above rights extend to all types of use. Granting these rights under this provision expressly includes the right to transfer them to third parties.
- 14.2. The granting of rights is compensated with the respective price paid by the purchaser to the supplier.

15. Compliance

- 15.1. The supplier is obliged to act in accordance with the legal provisions applicable to it, in particular the provisions of data protection, competition law, anti-corruption and money laundering regulations and the Supply Chain Due Diligence Act.
- 15.2. If there is reasonable suspicion or it is certain that the supplier has violated the legal provisions applicable to it, the purchaser shall be entitled to withdraw from the contract if the purchaser can no longer be reasonably expected to continue to adhere to the contract. The purchaser's other rights, particularly the right to claim damages, remain unaffected.

16. Choice of law and place of jurisdiction

- 16.1 All legal matters relating to the supplier and the purchaser shall be governed by the laws of the Federal Republic of Germany the United Nations Convention on Contracts for the International Sale of Goods (CISG) excluded.
- 16.2 The place of jurisdiction for all legal actions is Traunstein. The purchaser is also entitled, at its own discretion, to sue the supplier at its general place of jurisdiction.