General Terms and Conditions of MTR Plus Vertriebs GmbH, as of January 2024

§ 1 - Scope of application

(1) These General Terms and Conditions of Business apply to all business relationships between us (MTR plus Vertriebs GmbH) and our clients. They shall only apply if the client is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

(2) Our GTC apply exclusively. Any conflicting or supplementary general terms and conditions of the client shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, for example even if we carry out deliveries to the customer without reservation in the knowledge of the customer's GTC.

(3) In particular, our silence with regard to deviating terms and conditions of delivery of the principal shall not be deemed to be an acknowledgement or consent, even in the case of future contracts, unless we have expressly waived the validity of our GTC vis-à-vis the principal in writing. The exclusion of the client's general terms and conditions shall also apply if our general terms and conditions do not contain a separate provision on individual points of regulation.

(4) By accepting our order confirmation, the client expressly acknowledges that it waives its legal objection derived from its GTC.

Part A - General Conditions

§ 2 - Conclusion of contract

(1) Our offers are non-binding and subject to change unless they are expressly marked as binding, or contain express binding commitments, or otherwise the binding nature has been expressly agreed.

(2) The order of the goods by the customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.

(3) Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the principal.

(4) A contract under agreement of these GTC shall also be concluded by the fact that we carry out a delivery on order of the principal.

(5) If information on the scope of performance is agreed between the contracting parties, this information (e.g. dimensions, weight, load-bearing capacity, tolerances and other technical data) and corresponding graphic representations (e.g. plans, drawings and illustrations) are not guaranteed characteristics but descriptions or designations of the delivery or service. drawings and illustrations) are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements 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 or the usual purpose.

(6) We reserve the right of ownership and copyright to all offers and cost estimates submitted by us as well as plans, drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the principal in the course of the contract negotiations. The client may not make these items accessible to third parties, either as such or in terms of content, either in whole or in part, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he shall return these items to us in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

§ 3 - Delivery and delivery time

(1) Deliveries shall be made ex works/warehouse.

(2) Shipment shall be made at the request and expense of the customer. The type of dispatch and the packaging shall be at our discretion.

(3) Deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

(4) We may - without prejudice to our rights arising from a default on the part of the Principal - demand from the Principal an extension of delivery and performance periods or a postponement of delivery and performance dates by the period of time by which the Principal fails to meet its contractual obligations towards us.

(5) We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time, outbreak of epidemics or pandemics) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a

reasonable start-up period. If the client cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediately notifying us in writing.

(6) We are entitled to make partial deliveries if
a) the partial delivery is usable for the customer within the scope of the contractual purpose,
b) the delivery of the remaining ordered goods is ensured and
c) the customer does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).

(7) If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with § 4 of these GTC.

§ 4 - Exclusion/limitation of liability

(1) Subject to the following exceptions, we shall not be liable, in particular not for claims of the client for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of duties arising from the contractual obligation.

(2) The above exclusion of liability does not apply insofar as liability is mandatory by law, as well as:
a) for its own intentional or grossly negligent breaches of duty and intentional or grossly negligent breaches of duty by legal representatives or vicarious agents - for the breach of essential contractual obligations; "essential contractual obligations" are those obligations which protect the legal positions of the client which are essential to the contract and which the contract is intended to grant to the client according to its content and purpose; essential contractual obligations are also those obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the client has regularly relied or may rely.
b) in the event of injury to life, limb and health, also by legal representatives or vicarious agents;
c) in the event of default, insofar as a fixed delivery and/or fixed performance date was agreed;
d) insofar as we have assumed a guarantee for the quality of our goods or the existence of a performance success, or a procurement risk within the meaning of § 276 BGB (German Civil Code);
e) in the case of liability in accordance with the Product Liability Act or other legally compulsory liability facts.

(3) In the event that we or our vicarious agents are only guilty of simple negligence and there is no case pursuant to § 4 (1) of these GTC, we shall only be liable for the contract-typical and foreseeable damage even in the event of a breach of essential contractual obligations.

(4) The amount of our liability is limited to a maximum liability sum of EUR 10,000.00 for each individual case of damage. This does not apply if we are charged with malice, intent or gross negligence, or in the case of injury to life, limb or health, or in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with § 276 BGB (German Civil Code) or in the case of legally mandatory deviating higher liability sums. Any further liability is excluded.

(5) The exclusions or limitations of liability pursuant to the above clauses shall apply to the same extent in favour of our bodies, our executive and non-executive employees and other vicarious agents as well as our subcontractors.

(6) The customer shall be liable for all damages and claims of third parties insofar as these are based on advertising statements, assurances or other information which deviate from the intended purpose of the products in the offer, in our product presentation or in our catalogue. This shall also apply insofar as our preliminary product is incorporated into a product of the customer and assembled into a system, unless the damage is based solely on our performance specifications which our preliminary product did not comply with. The customer shall indemnify us against such product liability or tort claims of third parties upon first request.

(7) Claims by the customer for damages arising from this contractual relationship can only be asserted within a preclusion period of one year from the statutory commencement of the limitation period. This does not apply if we are guilty of intent or gross negligence, or claims based on injury to life, limb or health, or in the case of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with § 276 BGB, or in the case that a longer limitation period is mandatory by law.

§ 5 - Reservation of self-delivery and force majeure

(1) If, for reasons for which we are not responsible, we do not receive deliveries or services from our sub-suppliers for the performance of our owed service, despite proper and sufficient coverage prior to the conclusion of the contract with the Principal in accordance with the quality and quantity from our delivery or service agreement with the Principal, or if events of force majeure of not insignificant duration (i.e. with a duration of longer than 14 calendar days) occur, we shall inform our Principal in text form in due time. In this case, we are entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have fulfilled our aforementioned duty to inform and have not assumed the procurement risk or a delivery guarantee. Force majeure shall be deemed to include strikes, lock-outs, official interventions, pandemic epidemics, bad weather, shortages of energy and raw materials, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water or damage to machinery - and all other hindrances which, viewed objectively, have not been culpably caused by us.

(2) If a delivery date or a delivery period has been bindingly agreed and if the agreed performance date or the agreed performance period is exceeded due to events pursuant to subsection (1), the client shall be entitled to withdraw from the contract on account of the part of the contract that has not yet been fulfilled after a reasonable grace period has expired to no avail. Further claims of the client, in particular claims for damages, are excluded in this case.

§ 6 Place of performance and transfer of risk

(1) The place of performance for all obligations arising from the contractual relationship is our registered office, unless otherwise stipulated.

(2) The risk shall pass to the customer at the latest when the delivery item is handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or we have assumed other services. If the dispatch or the handover is delayed due to a circumstance the cause of which lies with the client, the risk shall pass to the client from the day on which the delivery item is ready for dispatch and we have notified the client of this.

(3) Storage costs after the transfer of risk shall be borne by the customer. In the event of storage by us, the storage costs shall amount to 2.0% of the invoice amount of the delivery items to be stored per expired week. We reserve the right to claim and prove higher or lower storage costs.

(4) We shall only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at his expense.

(5) Insofar as acceptance is to take place, the object of sale shall be deemed to have been accepted (deemed acceptance) if
a) the delivery has been completed
b) we have notified the principal of this in writing with reference to the acceptance fiction and have requested him to accept the goods within a reasonable period of time,
c) 12 working days have passed since delivery or the principal has started to use the object of sale and
d) the principal has failed to accept the goods within this period for a reason other than a defect notified to us.

§7 - Prices and terms of payment

(1) All prices are ex works or ex warehouse and are generally quoted in EURO net plus freight, postage and, if transport insurance has been agreed, insurance costs, plus value added tax (if applicable) to be borne by the customer at the statutory rate.

(2) The service and scope of delivery listed in the invoice shall be decisive for the prices. Additional or special services shall be invoiced separately.

(3) Invoice amounts are to be paid in ten days at the latest without any deductions. The payment deadline in the invoice is decisive. The date of receipt of the payment on the Contractor's account shall be decisive for compliance with the deadline.

(4) Unless otherwise agreed, the commissioning of the forwarding agent - for the purpose of transporting the goods - to the principal or to the principal's customer shall take place in the name of and on behalf of the principal. The risks of transport ex works shall always be borne by the principal, even in the case of carriage paid deliveries. This also applies with regard to any changes to the goods or the packaging during transport. The unobjected acceptance of the goods by rail or other means of transport or organs shall be deemed to be proof of proper packaging. We shall choose the mode of dispatch at our due discretion, but to the exclusion of any liability. Freight increases after conclusion of the contract as well as special costs incurred due to transport hindrances, e.g. as a result of strikes, pandemic epidemics, bad weather, etc. shall be borne by the customer.

(5) We are entitled to unilaterally increase the remuneration in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency fluctuations and/or changes in customs duties, and/or freight rates and/or public charges accordingly if these directly or indirectly influence the goods production or procurement costs or costs of our contractually agreed service and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded insofar as the cost increase in individual or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors in relation to our total cost burden for the contractual obligation. If the new price is 20% or more above the original price due to our aforementioned right to adjust the price, the principal shall be entitled to withdraw from contracts not fully performed. However, he may only assert this right immediately after notification of the increased price.

(6) If advance payments have been agreed which are not complied with by the principal, we may withdraw from the contract and claim damages for non-performance if facts become known which are suitable to reduce the creditworthiness of the principal or otherwise cast doubt on it.
Our right to refuse performance shall expire if the purchase price is paid or the principal has provided security in the amount of the purchase price.

(7) If the principal does not pay after we have sent a reminder after the due date, he shall be in default as a result of the reminder. The principal shall also be in default if he does not pay within 30 days after the due date and receipt of an invoice, provided that these legal consequences are expressly noted on the invoice.

(8) If instalment payments have been agreed, the entire remaining debt shall become due for payment immediately if the principal is in default with at least two consecutive instalments in whole or in part.

(9) The client may only assert set-offs or the retention of payments due to such claims which are undisputed or have been legally established.

(10) Interest on arrears shall be charged at 9 percentage points above the base rate of the European Central Bank applicable at the time the payment claim is due. They shall be set higher or lower if we prove a charge with a higher interest rate or the principal proves a lower charge.

(11) Incoming payments shall first be used to repay the costs, then the interest and finally the principal claims.

§ 8 - Retention of title

(1) We retain title to all goods delivered by us until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled. This shall also apply to a balance in our favour if individual or all claims are included by us in a current account and the balance has been struck.

(2) The customer shall adequately insure the goods subject to retention of title, in particular against fire, water and theft. Claims against the insurance company arising from a case of damage affecting the goods subject to retention of title are hereby assigned to us in the amount of the value of the goods. We hereby accept this assignment.

(3) The customer is entitled to resell the delivered products in the ordinary course of business. He shall not be permitted to make any other dispositions, in particular pledges or the granting of ownership by way of security. If the goods subject to retention of title are not paid for immediately by the third party purchaser in the event of resale, the client shall be obliged to resell only subject to retention of title. The right to resell shall lapse without further ado if the principal suspends payment or defaults on payment to us.

(4) The customer hereby assigns to us all claims, including securities and ancillary rights, which accrue to him from or in connection with the resale of the goods subject to retention of title against the end customer or against third parties. We hereby accept this assignment. He may not make any agreements with his customers which exclude or impair our rights in any way or which nullify the advance assignment of the claim. In the event of the sale of goods subject to retention of title with other items, the claim against the third party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the principal, unless the amounts attributable to the individual goods can be determined from the invoice.

(5) The client shall remain entitled to collect the claims assigned to us until our revocation, which is permissible at any time. However, we undertake to revoke the direct debit authorisation only in the event of a justified interest. Such a justified interest exists, for example, if the principal does not properly fulfil his payment obligations towards us or is in default of payment. At our request, he shall be obliged to hand over to us in full the information and documents required for the collection of the assigned claims and, if we do not do this ourselves, to inform his customers immediately of the assignment to us.

(6) If the customer includes claims from a resale of goods subject to retention of title in a current account relationship existing with his customers, he shall already now assign to us a recognised final balance resulting in his favour in the amount corresponding to the total amount of the claim from the resale of our goods subject to retention of title included in the current account relationship.

(7) If the customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of genuine or non-genuine factoring, or has entered into other agreements on the basis of which our current or future security rights may be impaired, he shall notify us of this without delay. In the event of non-genuine factoring, we shall be entitled to withdraw from the contract and to demand the return of products already delivered. The same applies in the case of genuine factoring if the client cannot freely dispose of the purchase price of the receivable according to the contract with the factor.

(8) If the client acts in breach of the contract through his own fault, in particular in the event of default in payment, we shall be entitled to take back all goods subject to retention of title after withdrawing from the contract. In this case, the client shall be obliged to surrender the goods without further ado and shall bear the transport costs required for the repossession. Our taking back of the goods subject to retention of title shall constitute a withdrawal from the contract. In the event of withdrawal, we shall be entitled to realise the goods subject to retention of title. The proceeds of realisation, less reasonable costs of realisation, shall be set off against those claims which the customer owes us from the business relationship. In order to ascertain the inventory of the goods delivered by us, we may enter the client's business premises at any time during normal business hours. The principal must inform us immediately in writing of all access by third parties to goods subject to retention of title or claims assigned to us.
(9) If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more than 10% in total, we shall be obliged to release securities of our choice to this extent at the request of the client.
(10) In the event of seizure or other interventions by third parties, the client must notify us immediately in writing so that we can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the client shall be liable for the loss incurred by us.

§ 9 - Notice of defects and warranty

(1) The customer shall notify us of any recognisable material defects without delay, but no later than 2 days after collection in the case of delivery ex works or storage location, otherwise after delivery, and of any hidden material defects without delay after discovery, the latter no later than within the warranty limitation period pursuant to § 8 (2). Failure to give notice of defect in due time shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in the event of intentional, grossly negligent or fraudulent action on our part. In the event of injury to life, limb or health or the assumption of a guarantee of freedom from defects, or a procurement risk in accordance with § 276 of the German Civil Code (BGB) or other legally mandatory liability circumstances.

(2) Unless otherwise expressly agreed in writing or in text form, we shall provide a warranty for material defects for a period of 12 months, calculated from the day of the transfer of risk, in the event of refusal to accept or purchase on the part of the customer from the time of notification of readiness for acceptance of the goods. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk, claims due to injury to life, limb or health, fraudulent, intentional or grossly negligent actions on our part. A reversal of the burden of proof is not associated with the above provision.

(3) Our warranty and the liability resulting therefrom shall be excluded insofar as defects and damages connected therewith are not demonstrably based on defective material, defective construction, or defective execution, or defective manufacturing materials or, insofar as owed, defective instructions for use. In particular, the warranty and the resulting liability due to breach of duty due to poor performance are excluded for the consequences of incorrect use, unsuitable storage conditions, and for the consequences of chemical, electromagnetic, mechanical or electrolytic influences which do not correspond to the average

standard influences provided for in our product description or a deviating agreement product specification or the respective product-specific data sheet on our part or on the part of the manufacturer. The above shall not apply in the event of fraudulent, intentional or grossly negligent action on our part, or injury to life, limb or health, the assumption of a guarantee, a procurement risk in accordance with § 276 of the German Civil Code (BGB) and liability in accordance with a statutory mandatory liability.

(4) We do not assume any warranty if the client has processed or otherwise altered the products delivered by us under the contract, insofar as this does not correspond to the contractually agreed intended purpose of the product.
The acknowledgement of breaches of duty in the form of material defects must always be made in writing.

(5) Claims for defects on the part of the commercial client shall become statute-barred after one year in the case of new items. The warranty for the sale of used goods to commercial customers is expressly excluded. In the event of a sale to end consumers, the statutory provisions shall apply.

(6) After receipt of the contractual products, the principal shall carry out an incoming goods inspection on the basis of the delivery note to determine whether the contractual products delivered correspond to the quantity and type ordered and whether there is any externally recognisable transport damage or externally recognisable defects. The application of § 377 HGB is expressly agreed. Recognisable material defects are to be notified by the client immediately, at the latest, however, within 2 days after receipt of the goods by the client. Hidden material defects shall be notified immediately after discovery. The latter must be notified to us at the latest within the warranty limitation period under § 8 (5) of these GTC.

Part B - Special Conditions for Resale

§ 10 - Duty to monitor the market and reporting obligations

(1) The devices produced by us are medical devices within the meaning of Art. 2 of EU Regulation 2017/745 (MDR).

(2) In the event of resale, the customer undertakes to implement the legal requirements on his own responsibility. In particular, he must ensure quality-assured distribution in accordance with Art. 14 MDR.

(3) By providing appropriate training for its employees, the client shall ensure that patients as end users are instructed in the use of the devices to a sufficient and safe extent.

(4) The principal undertakes to register and process all complaints and reports received from healthcare facilities, patients or users about possible events relating to our products that have had or could have had a negative impact on the health of a person. The principal shall collect and document this type of information and forward it to us in writing immediately upon becoming aware of it. The client shall keep a register of all complaints, deviations from conformity of the contractual products, recalls and restrictions on marketability and inform us immediately of such market observations. The client shall provide us with all relevant information and data.

(5) Part of the required quality assurance system of the customer is to enable the traceability of all delivered contractual products. This includes the listing of the article number and the batch number, depending on the applicability of the corresponding contractual product, and after the binding validity of UDI, the documentation of the UDI of the respective product in the delivery documents and the transfer of the data into the system of the Client after receipt of the products. The principal shall ensure that he is aware of the distribution channels up to the end user so that corresponding corrective measures in the market (Field Safety Corrective Action; FSCA), insofar as they are initiated by us, can be put through to the end user. To the extent that traceability to the end user is not possible despite the exercise of due diligence or is contrary to the legitimate business secrets of the principal or its contractual partners, the principal shall ensure through appropriate contractual arrangements with its distribution partners that any FSCA reaches the end user without undue delay.

(6) Should we decide to carry out a recall or another FSCA, the principal shall actively support such a measure at its own expense. The receipt of the FSCA and the successful implementation on the market shall be documented by the principal. This documentation shall be made available to us upon request. The principal is not permitted to recall our products from the market on his own initiative, unless there is a deviation in the conformity of the products or an immediate significant safety risk that makes immediate action on the market necessary or the corresponding recall was permitted by us in advance.

(7) The customer shall indemnify us against all damages and expenses resulting from the culpable breach of the above obligations. This also applies to reasonable legal defence and procedural costs.

§ 11 - Rights and obligations in resale

(1) The Customer shall resell the equipment in its own name and for its own account.

(2) The contractor shall transfer to the customer the right to distribute for a distribution area to be agreed individually. In the absence of an individual sales territory agreement, Germany shall be deemed to be the sales territory. The sales territory agreement shall also apply to the sale of spare parts, accessories and consumables.

(3) In its sales territory, the customer shall include instructions for use of the devices in the relevant official language.

(4) The type and construction of the devices shall not be changed in any way by the principal. Special manufacturing specifications for the planning phase must be expressly agreed.

(5) The client is not entitled to distribute the devices with his own brand name. Any agreement deviating from this must be expressly agreed in writing between the contracting parties.

§ 12 - Final provisions

(1) The exclusive place of jurisdiction for all disputes is - insofar as the client is a merchant within the meaning of the German Commercial Code - at our registered office under commercial law. However, we are also entitled to sue the client at his general place of jurisdiction.

(2) The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the client and us, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If foreign law is mandatory in individual cases, our GTC shall be interpreted in such a way that the economic purpose pursued with them is safeguarded as far as possible. Insofar as trade clauses according to the International Commercial Terms Incoterms are agreed, the Incoterms 2020 shall apply.

(3) All agreements, ancillary agreements, assurances and amendments to the contract must be in writing. This also applies to the waiver of the written form agreement itself. The written form shall also be complied with by means of text form (e.g. e-mail or digital signature), unless a law mandatorily requires the written form or another stricter form.

(4) Oral promises made by us or our employees prior to the conclusion of this contract are not legally binding.
Oral agreements between the contracting parties shall be replaced in full by the written contract.

(5) The transfer of rights and obligations arising from the contractual relationship by the client requires our prior written consent.

(6) Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of the law of the General Terms and Conditions, the validity of the remaining provisions of this contract shall not be affected thereby, unless the performance of the contract would constitute an unreasonable hardship for one party. The same shall apply if a loophole requiring supplementation arises after conclusion of the contract. The parties shall replace the invalid/void/unenforceable provision or gaps requiring filling with a valid provision which corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the contract. § Section 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (period or deadline) stipulated therein, the provision shall be reconciled with a legally permissible measure that comes closest to the original measure.