

GENERAL TERMS AND CONDITIONS OF SALE FOR GERMANY

1. Scope

- 1.1. These General Terms and Conditions of Sale apply to all business relationships between Christoph Miethke GmbH & Co KG (hereinafter referred to as: "MIETHKE") and our customers (hereinafter referred to as: "BUYER"). They only apply to entrepreneurs (Sec. 14 BGB (German Civil Code)), legal persons under public law or special funds under public law within the meaning of Sec. 310 (1) BGB with their place of business in Germany.
- 1.2. The General Terms and Conditions of Sale apply exclusively. Deviating, conflicting or additional general terms and conditions are not accepted. They shall only become part of the contract to the extent that MIETHKE has expressly approved them in writing (e-mail is acceptable). This requirement of approval applies in any case, particularly in cases where MIETHKE performs the delivery without reservation despite being aware of the deviating general terms and conditions of the BUYER.
- 1.3. All agreements on deliveries and services as well as ancillary agreements made before or during conclusion of the contract are to be documented in writing (e-mail is acceptable). This shall not affect the validity of separate agreements concluded in individual cases within the meaning of Sec. 305b BGB (individually agreed terms). Subject to proof to the contrary, a written contract or our confirmation sent by e-mail governs the content of such agreements.
- 1.4. Unless otherwise expressly agreed, the General Terms and Conditions of Sale in the version valid at the time the BUYER places the order or in any case the most recent version sent to the BUYER shall apply as a framework agreement to such future contracts, without MIETHKE having to refer to them in every case.

2. Conclusion of contract, quote and acceptance

- 2.1. The BUYER submits a quote within the meaning of Sec. 145 BGB by sending a written (e-mail is acceptable) order. This can be accepted by MIETHKE in writing (e-mail is acceptable) within 4 weeks.
- 2.2. MIETHKE reserves the property rights and copyrights to all figures, drawings, calculations and other documents; they must not be made accessible to third parties. Before they are made accessible to third parties, the BUYER must obtain MIETHKE's express and written (e-mail is acceptable) approval.

3. Prices, additional costs, payment terms

- 3.1.** The stated prices apply ex works (EXW), unless otherwise agreed, plus statutory value added tax at the rate applicable at the time. All additional expenses (e.g. packaging, transport costs including any transport and liability insurance) shall be shown separately on the invoice and shall be borne by the BUYER unless otherwise expressly agreed.
- 3.2.** MIETHKE is entitled at all times to request advance payment before performing the delivery in whole or in part. We shall declare such reservation at the latest in the confirmation of contract. If, deviating from sentence 1, such reservation is not declared in the confirmation of contract, the gross purchase price (with no discounts) shall be due for payment within 14 days after the invoice is issued. All payments shall be transferred to the business account stated on our confirmation of contract or on the invoice. The payment is considered paid on time if the amount is credited to our business account without deductions before the payment term expires.
- 3.3.** If the BUYER is in default of payment, MIETHKE is entitled to charge default interest in the amount of 9 percentage points above the valid base rate. If MIETHKE suffers additional damage due to the delayed payment, we are entitled to assert claims for such damage. The BUYER is entitled to prove that no or significantly less damage was incurred as a result of the delayed payment.
- 3.4.** The BUYER is only entitled to offset claims if its counterclaims are undisputed or have been legally established. The BUYER is only entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. The BUYER must assert any counterclaims against MIETHKE in writing (e-mail is acceptable) subject to proof of the contrary.

4. Delivery and transfer of risk

- 4.1.** Delivery dates or deadlines are non-binding.
- 4.2.** If, in deviation from paragraph 1, individual delivery deadlines are agreed, these have been met if the goods have left the factory by the end of the delivery date or deadline or the BUYER has been informed by e-mail that the goods are ready for dispatch.
- 4.3.** Events of force majeure entitle MIETHKE to delay the delivery for the duration of the disruption; MIETHKE shall inform the BUYER of the disruption and its expected duration immediately by e-mail. All circumstances for which MIETHKE is not responsible and that render the delivery impossible or make delivery unreasonably difficult shall be deemed equal to force majeure. These include strikes, war and war-like circumstances, terror, import and export bans, administrative measures, epidemics as well as failure of our suppliers to deliver or deliver on time for which MIETHKE is not responsible. If the disruption lasts longer than two months, the BUYER is entitled to withdraw from the contract after setting a reasonable grace period.
- 4.4.** A grace period within the meaning of paragraph 3 is not reasonable if it is less than 4 weeks.
- 4.5.** Fulfilment of our delivery obligation is subject to the timely and proper fulfilment of the BUYER's obligations.
- 4.6.** In case of mail-order purchases, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay is transferred to the BUYER as soon as MIETHKE has made the goods available to the forwarder, carrier or other person or body specified to carry out the shipment and has notified the latter thereof.

4.7. If the BUYER is default of acceptance, breaches an obligation of cooperation or our delivery is delayed for other reasons for which the BUYER is responsible, we are entitled to demand compensation for the damage incurred including additional expenses. The risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall be transferred to the BUYER at the latest at the time when the BUYER is in default of acceptance.

5. Notification requirements of the BUYER and warranty

5.1. The warranty rights of the BUYER require that the BUYER has duly complied with its obligation to examine the goods and submit a complaint according to Sec. 377, 381 HGB.

5.2. The BUYER shall examine the goods immediately after receiving the delivery and inform MIETHKE of any defects within seven (7) working days. Concealed defects must be reported within seven (7) days after they are discovered. Transport damage must be reported immediately to MIETHKE and the forwarding agent delivering the goods.

5.3. The BUYER shall make all claims stated under paragraph 1 and 2 to MIETHKE by e-mail within the stated deadline subject to evidence to the contrary.

5.4. If the delivered goods are defective, MIETHKE can decide whether to provide supplementary performance by rectifying the defect (repair) or by delivering goods that are free of defects (replacement). This shall not affect MIETHKE's right to refuse supplementary performance pursuant to statutory requirements.

5.5. If the defect is rectified, MIETHKE shall reimburse all necessary expenses for the purposes of rectifying the defect, particularly transport, travel, labour and material costs in accordance with the relevant statutory provisions.

5.6. The BUYER is also entitled to its statutorily determined rights of recourse within a supplier chain (supplier recourse according to Sec. 445a, 445b, 478 BGB) in addition to claims for defects according to legal regulations. If the BUYER resells a newly manufactured product, the BUYER is entitled to demand that MIETHKE reimburse the costs that it has had to bear in relation to its customer according to Sec. 439 (2) and (3) BGB as well as Sec. 475 (4) and (6) BGB. This shall only apply if the defect reported by the customer already existed when the risk was transferred to the BUYER.

5.7. The claims of the BUYER from paragraphs 4 - 6 are excluded if the defective goods have been further processed or modified by the BUYER or another entrepreneur.

5.8. If the subsequent performance has failed or a reasonable deadline for subsequent performance to be set by the BUYER has fruitlessly expired or is unnecessary according to legal provisions, the BUYER can withdraw from the contract or lower the purchase price. This right of withdrawal shall not exist if the defect is negligible.

5.9. A deadline to be set by the BUYER for subsequent performance within the meaning of paragraph 8 is not reasonable if it is less than 4 weeks.

5.10. The warranty period shall be one year starting from the transfer of risk. It also applies to claims for compensation for consequential damages unless these are based on tortious liability.

6. Liability

- 6.1.** The liability of MIETHKE, its legal representatives and vicarious agents is limited to intent and gross negligence. This limitation of liability does not apply to:
- 6.1.1.** claims for damages asserted by the BUYER in case of injury to life, limb or health,
 - 6.1.2.** damages due to a breach of an essential contractual obligation; in this case, the liability is limited to compensation of the foreseeable, typically occurring damage.
- 6.2.** The liability limitations in paragraph 1 do not apply to claims asserted by the BUYER from the German Product Liability Act and the German Medical Devices Act.

7. Retention of title

- 7.1.** MIETHKE shall retain ownership over the sold goods until all its current claims from the purchase contract have been paid in full.
- 7.2.** Until ownership has been transferred to the BUYER, the BUYER is required to handle the goods with care and to take out appropriate insurance for them against loss, damage, destruction and theft at nominal value at its own expense.
- 7.3.** If the BUYER's actions violate the contract, particularly if the BUYER does not pay the due purchase price, MIETHKE is entitled to demand return of the goods based on retention of title. The demand for the return of the goods shall not be deemed to include a declaration of withdrawal; MIETHKE is entitled to merely demand return of the goods and reserve the right to withdraw.
- 7.4.** The BUYER is authorised to resell and/or to process the goods subject to reservation of title in proper business transactions. In this case, the following provisions also apply:
- 7.4.1.** The BUYER shall now assign to us in total or in the amount of MIETHKE's co-ownership the claims against third parties as a result of selling on the goods.
 - 7.4.2.** The BUYER shall be entitled to collect this claim even after the assignment. This shall not affect MIETHKE's authority to collect the claim itself. MIETHKE undertakes not to collect the claim as long as the BUYER complies with its payment obligations, is not in default with the payments and in particular no application to initiate insolvency or settlement proceedings has been filed or payments have not been suspended.
 - 7.4.3.** If a case under paragraph (b) occurs, MIETHKE can demand that the BUYER disclose to us the assigned receivables and the respective debtors, provide us with all the information required for collection, hand over the related documents and advise the debtors (third parties) of the assignment.
- 7.5.** At the BUYER's request, MIETHKE undertakes to release the securities to which we are entitled, as far as the realisable value of our securities exceeds the claims to be secured by more than 10 per cent; the BUYER shall be responsible for selecting the securities to be released.

7.6. The BUYER shall inform MIETHKE immediately in writing of seizures or any other intervention by third parties so that MIETHKE has the opportunity to assert its property rights and take action against the seizure with the third-party proceedings according to Sec. 771 ZPO (German Code of Civil Procedure).

8. Special provisions for medical devices

8.1. If the legal provisions for medical devices require traceability for one of our products, the BUYER undertakes, according to this requirement, to document the destination of the products according to the expected lifetime of the products.

8.2. The BUYER undertakes to ensure that all products, particularly the products that are brought onto the market on the basis of the Medical Devices Act, are stored properly to rule out any damage as a result of environmental influences that reduce the quality.

8.3. The medical devices manufactured by MIETHKE may only be used by medical experts. Their use is limited exclusively to the intended use defined by MIETHKE. More detailed provisions are set out in the instructions for use of each product.

8.4. According to legal provisions, MIETHKE shall not be liable for damages that occur as a result of breaching the provision set out in paragraph 2 and paragraph 3.

9. Severability clause

If a provision of the General Terms and Conditions of Sale above is or becomes invalid, this shall not affect the validity of all other provisions or agreements.

10. Place of jurisdiction, place of fulfilment and other provisions

10.1. If the BUYER is a merchant within the meaning of the German Commercial Code, an entrepreneur within the meaning of Sec. 14 BGB, a legal person under public law or a special fund under public law, the place of business of MIETHKE in Potsdam is agreed as the sole place of jurisdiction. However, MIETHKE is entitled in all cases to file suit at the general place of jurisdiction of the BUYER.

10.2. Unless otherwise stated in the confirmation of contract, MIETHKE's place of business in Potsdam shall be agreed as the place of fulfilment.

10.3. The law of the Federal Republic of Germany applies to these General Terms and Conditions of Sale and the contractual relationships between MIETHKE and the BUYER to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.4. Standard commercial terms are to be interpreted according to the Incoterms applicable at the time the contract was concluded.