

## General Terms and Conditions for Delivery and Payment

### § 1 Scope of Application

1. All deliveries and services by Santec Medicalprodukte GmbH - hereinafter referred to as Santec - are exclusively subject to the following terms and conditions, unless expressly agreed otherwise in writing.
2. Any differing terms and conditions of purchase by the customer shall only become integral part of a contract once Santec has agreed to them in written form.

### § 2 Offer, Conclusion of Contract, Prices

1. Offers made by Santec are subject to change without notice; verbal orders and other agreements as well as additional verbal agreements and confirmations are only valid and binding after written confirmation by Santec.
2. All deliveries and other services rendered by Santec shall be provided exclusively on the basis of the price lists applicable at that time. Offers are valid for twelve months, unless otherwise agreed.
3. Prices are always stated as net prices, exclusive of the respective statutory value-added tax in effect at that time.

### § 3 Delivery, Transfer of Risk

1. The delivery of goods effected ex works or ex stock supply respectively. The shipping costs shall be borne by the purchaser. Dispatch route and method of transport shall be left to the discretion of Santec, unless otherwise agreed. Packaging costs shall only be charged if the purchasing party has special or further packaging demands incurring additional expenses.
2. Unless otherwise agreed, all goods shall be shipped with an insurance coverage. The insurance policy provides from door-to-door as set out in the DTV cargo insurance conditions 2000. The risk shall pass to the recipient upon handover.
3. Goods reported as ready for shipment must be retrieved immediately. Otherwise, Santec is entitled to dispatch them at Santec choice and at the expense and risk of the purchaser, or to store and charge for them immediately at Santec discretion. Transfer of risk to the customer is effected when the goods are ready for collection.

### § 4 Terms of Delivery, Self-Delivery Clause

1. Periods and dates of delivery are approximate only, unless Santec has expressly confirmed them in writing as binding. Delivery periods commence one week after receipt of the order; in the case of an explicit confirmation of order with its receipt by the purchaser.
2. Santec reserves the right to withdraw fully or in part from the contract, should Santec suppliers fail to deliver properly or in time. The purchasing party shall not have the right to reject partial shipments.
3. In cases of force majeure, strikes, lock-outs or other industrial action, measures taken by government bodies or other operational disturbances beyond Santec control, Santec is entitled to postpone the delivery for the duration of the obstruction or to withdraw fully or in part from the contract. The purchasing party shall be informed about the obstruction reasons without delay.
4. If Santec is in default the purchaser shall be entitled to set a reasonable deadline. Should the delivery not occur within this grace period the purchasing party shall be entitled to rescind the contract. Claims for damages shall be excluded unless they are based on willful intent or gross negligence on the part of Santec or its assigned vicarious agent.

### § 5 Notification of Defects, Warranty

1. Defects - also the lack of guaranteed qualities - are to be rebuked in writing and immediately, the latest within an exclusion period of 14 days after receipt of goods. This applies in particular, but not exclusively, to sterility and expiration dates on the packaging. After the 14-day period complaints of defects which would have been detectable through comprehensive incoming-goods inspections by the purchaser can no longer be asserted.
2. In each case of complaint, Santec shall have the right to inspect and test allegedly defective goods, whereby it remains at Santec's discretion whether to do this at the purchasers' premises or after return of the goods to Santec. Santec reserves the right to refuse acceptance of goods sent back to Santec without prior written consent by Santec.
3. Santec will accept defective goods for replacement shipments. Alternatively, Santec is entitled to compensate the proven depreciation in value (right of reduction). Should a replacement shipment fail or not be possible within a reasonable period of time, the purchaser shall be entitled to rescind the contract.

### § 6 Exclusion and Limitation of Liability

1. Unless provided otherwise in the foregoing provisions, indemnification claims by the purchasing party, irrespective of their legal grounds (such as nonperformance, impossibility of fulfillment, positive breach of contract, non-compliance of contractual obligations, unlawful proceedings, compensation between joint debtors, etc.) shall be excluded unless Santec is liable due to mandatory legislation for willful intent or gross negligence.
2. In case of gross negligence by one of Santec vicarious agents, Santec's obligation to indemnify is limited to the amount of the damage predictable for the company as possible consequence of a contract violation based on the circumstances known at contract closing.
3. All claims against Santec, irrespective of their legal grounds, shall become time-barred six months after transfer of risk at the latest.

### § 7 Payments

1. Unless expressly agreed otherwise, each invoice is payable within 30 days strictly net. The date of the invoice and receipt of payment on Santec's account shall be dispositive for this period. The invoice shall be issued on the day of delivery or the day when the goods ready for shipment are made available.
2. Should Santec become aware of circumstances which, according to a dutiful commercial discretion, give cause to justified doubts about the creditworthiness of the purchaser, Santec reserves the right to rescind the contract or to make delivery conditional upon prior payment.
3. Offsetting with disputed counterclaims and/or retention of due invoiced amounts are excluded.

### § 8 Default Interest Rates, Delay in Payment

1. Santec shall not be obligated to render further deliveries from any current contract before due invoiced amounts including interest rates and other costs have been paid in full.
2. Should the purchaser be in default with a payment due, or should Santec become aware of circumstances giving cause to justified doubts about the creditworthiness of the purchaser, Santec may deem all still outstanding invoices due and payable immediately. This shall also apply regardless of whether subject invoices have been deferred or financial securities have been issued. Notwithstanding further statutory rights in such cases, Santec is also entitled to make further outstanding deliveries conditional upon prior payment, to demand security guarantees or to rescind the contract after a reasonable grace period. The purchaser is liable for the costs of past due notices and any legal action, including all measures necessary in connection therewith (such as procurement of information, engagement of a lawyer or collection agency, etc.).

### § 9 Reservation of Ownership

1. Santec retains ownership of the delivered goods until all claims resulting from the business relationship with the client, including interest rates, costs and expenses - if applicable - have been fulfilled. For open accounts the reserved property is deemed to be security for the amount outstanding.
2. The purchasing party may sell the goods subject to retention of title in his ordinary course of business. The customer hereby assigns to Santec all claims, including any securities, arising from the resale of the goods subject to retention of title up to the amount of Santec claims. Should the goods subject to retention of title be sold together with other goods not supplied by Santec, any claims from such resale shall be assigned to Santec only in the amount of the invoice value of the conditional goods actually sold. Should the purchasing party sell goods subject to retention of title which have been processed together with other goods not supplied by Santec, the assignment of the purchasing price shall apply only to the value of Santec joint proprietary share.
3. The purchaser shall be authorized to collect claims from the resale, unless Santec revokes the collection authorization which is allowed at any time. Upon request by Santec the purchaser is obliged to inform his customers of his assignment to Santec and to provide Santec with the information and documentation necessary for collection. Furthermore, Santec is entitled to inform the purchaser's customers, at his cost, about the assignment in Santec's favor. The enforcement of the retention of title shall not constitute a withdrawal from the contract, unless explicitly agreed upon in writing by Santec.
4. Any pledging of goods subject to retention of title or transfer by way of security in favor of third parties shall be excluded. Prior to any seizure, the purchaser shall explicitly advise third parties about Santec's retention of title. Also, he shall immediately inform Santec about any seizure procedures.
5. The purchasing party hereby irrevocably permits Santec to enter the purchaser's offices, production facilities and warehouses at any time in order to take inventory of the goods subject to Santec ownership rights.
6. If the value of the provision of security which Santec is entitled to exceeds the accounts receivable by more than 20%, Santec shall - upon the purchaser's demand - be obliged to release excess securities of Santec's choice.

### § 10 Reselling and Distribution of the Medical Devices

Each reseller is obliged to maintain the traceability of its end customers so that, in the event of a recall pursuant to the EC Medical Devices Directive of 14 July 1993 (93/42/EEC), its consumers can be addressed directly and the corresponding medical device can be withdrawn from the market. Moreover article 14 MDR has verifiable to be fulfilled. These obligations also continue to apply to the period after termination of business relationships.

### § 11 Place of Performance, Court of Jurisdiction, Applicable Law

1. The place of performance for all obligations arising from this contract shall be the registered office of Santec.
2. Legal venue for all disputes arising from the contract is the court in Obernburg am Main, insofar the purchaser can be classified as a registered trader, a corporate body under public law or special fund under public law, or does not have a general legal venue in this country. At Santec's discretion, Santec may also sue the customer at the court of his general jurisdiction.
3. All contractual relations shall exclusively be subject to the law of the Federal Republic of Germany. The uniform laws on international sales of movable goods, as well as on international commercial transactions for movable goods do not apply.

### § 12 Data Protection

In order to handle your inquiries you might be asked to enter your contact data, such as address, contact person, email, etc. The provision of such data shall be on a voluntary basis. Santec uses the data to process your queries and all subsequent sales related procedures. In addition, Santec makes use of the data to contact the clients per email, telephone or letter in order to inform them about our services and other relevant issues. You may object to, or withdraw your consent for the use of your data at any time by informing us in writing (no official form required) to [info@santec-medical.de](mailto:info@santec-medical.de).

### § 13 Final Provisions

Should one of the above clauses be or become ineffective, or should an omission occur in a contract concluded on the basis of this agreement on general terms and conditions, the efficiency of the rest of the conditions shall not be affected by this. The parties agree that - in that case - a provision shall be applicable which, within the boundaries of law, best approximates what the parties to the agreement have intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

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