

**General conditions of purchase**  
(the "Terms and Conditions of Purchase")

of **Dornier MedTech GmbH**,  
Argelsrieder Feld 7, D-82234 Wessling;

of **Dornier MedTech Europe GmbH**,  
Argelsrieder Feld 7, D-82234 Wessling;

and

of **Dornier MedTech Systems GmbH**,  
Argelsrieder Feld 7, D-82234 Wessling;

(in each case the "**Buyer**" or also "**DMT**")

**1. Scope**

1.1 These Terms and Conditions of Purchase shall apply exclusively to all business relations, in particular all declarations, legal transactions and contracts as well as their respective execution between the negotiating partner or contracting party (in each case the "**SUPPLIER**") and DMT.

1.2 Deviating conditions of the SUPPLIER shall only be binding if DMT agrees to them in writing. These Terms and Conditions of Purchase shall also apply if DMT accepts the performance by the SUPPLIER without reservation in the knowledge of deviating terms and conditions.

1.3 Individual agreements between the SUPPLIER and DMT shall take precedence over these Terms and Conditions of Purchase. A written agreement with or a confirmation by DMT shall be decisive for the proof of the content of such agreements.

1.4 All legally relevant declarations and notifications such as setting deadlines, reminders, declarations of withdrawal and/or termination by the SUPPLIER must be in writing.

1.5 These Terms and Conditions of Purchase shall apply exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law.

1.6 These Terms and Conditions of Purchase shall also apply to future transactions with SUPPLIER, even if they are not expressly agreed on again.

1.7 For the purposes of these Terms and Conditions of Purchase, references to "Buyer" or "DMT" shall refer exclusively to the specific Dornier MedTech entity identified as the contracting party in the applicable order, contract, or agreement. No other Dornier MedTech entity shall be deemed a party to such contract or liable for obligations arising thereunder unless expressly agreed in writing.

**2. Conclusion of contract, offers and cost estimates**

2.1 The SUPPLIER is required to confirm each order by DMT in writing within 5 working days

after receipt. If this confirmation is not made within the aforementioned period, DMT shall no longer be bound by its order.

2.2 All offers and cost estimates of the SUPPLIER shall be prepared by the SUPPLIER at its own expense.

2.3 By accepting the order, SUPPLIER confirms that it has taken note of DMT's terms and conditions.

**3. Prices, invoices and payments**

3.1 All prices stated in the order are in EURO, unless otherwise agreed.

3.2 The price stated in DMT's order is binding and fixed. It includes all services of SUPPLIER, in particular transport costs, insurance premiums, customs duties and any excise taxes.

3.3 Packaging is also included in the price unless SUPPLIER charges a deposit for reusable packaging. In this case, the deposit for the reusable packaging shall be invoiced separately and offset against returned reusable packaging. DMT is entitled to return reusable packaging at the end of the business relationship against repayment of the deposit, provided there is no significant damage to the reusable packaging.

3.4 Prices shall be stated without statutory value added tax. Which must be shown separately.

3.5 Invoices shall be sent to the following contact addresses, repeating the information from the purchase order:

- Invoices for **Dornier MedTech GmbH** to:  
[invoicing.adm.dmt@dornier.com](mailto:invoicing.adm.dmt@dornier.com);
- Invoices for **Dornier MedTech Europe GmbH** to: [invoicing.adm.dmt@dornier.com](mailto:invoicing.adm.dmt@dornier.com)
- Invoices for **Dornier MedTech Systems GmbH** to: [invoicing.adm.dmt-s@dornier.com](mailto:invoicing.adm.dmt-s@dornier.com)

Each invoice may only concern services from one order. DMT shall not be responsible for any delays caused by non-compliance with these requirements.

3.6 Payment shall be made within 60 calendar days after proper delivery to the place of performance and proper invoicing:

3.7 For the remuneration of the granting of rights of use and any deduction of withholding taxes and surcharges, Section 10.3 shall apply additionally.

#### **4 Delivery and transfer of risk**

4.1 Delivery shall in principle be made DAP in accordance with Incoterms (2020). The place of performance for services for which acceptance takes place shall generally be the Purchaser's registered office. The transfer of risk shall take place upon acceptance.

4.2 The SUPPLIER is only entitled to make partial deliveries if

- the partial delivery is usable for the customer within the scope of the contractually intended purpose,
- the delivery of the remaining ordered goods is ensured and
- the client does not incur any significant additional expenses or costs as a result (unless the seller agrees to bear these costs).

4.3 If DMTS accepts partial deliveries, any usual additional costs incurred as a result shall be borne by the SUPPLIER. DMTS shall be obliged to substantiate these additional costs by means of verifiable invoicing.

4.4 The agreed date for delivery is binding.

4.5 The SUPPLIER is obliged to inform DMT immediately in writing if it becomes apparent to the SUPPLIER that the deadline for the service cannot be met.

4.6 If the SUPPLIER exceeds the agreed deadline, DMT shall additionally be entitled to a contractual penalty in the amount of 0.3% of the net order value per working day up to a maximum of 5% of the net order value, unless the SUPPLIER is not responsible for the delay. DMT retains the claim to the contractual penalty, even if it does not reserve it when accepting performance.

4.7 Shipping documents such as delivery bills and packing lists must accompany the shipments. The order numbers and other details from the DMT order must be stated in all documents. Any additional costs incurred by DMT due to the SUPPLIER's culpable failure to comply with these provisions shall be borne by the SUPPLIER.

#### **5. Packaging**

5.1 Delivered goods are to be packaged by SUPPLIER in such a way that damage during transport is avoided. The packaging material used shall be environmentally friendly and shall only be used to the extent necessary. Ownership of the packaging shall pass to the Buyer. At DMT's request, SUPPLIER will take back the packaging or DMT will dispose of the packaging at SUPPLIER's expense.

5.2 If reusable packaging owned by DMTS is used, it shall be returned immediately upon request by DMTS or upon termination of the business relationship between DMTS and the SUPPLIER. Markings on the reusable packaging and transport containers which identify them as being the property of DMTS may not be removed or made unrecognizable by the SUPPLIER.

#### **6. Retention of title, set-off, rights of retention and assignment**

6.1 The delivered goods shall become the property of DMT upon handover. The agreement of a simple, extended or prolonged retention of title of the SUPPLIER is hereby excluded. In any case DMT shall be entitled without further ado, in particular without approval or notification, to process the delivered goods or to dispose of them in any other way.

6.2 If and to the extent that the SUPPLIER processes or transforms the items provided by DMT into a new movable item, DMT shall be deemed to be the manufacturer. The processing or transformation shall be carried out on behalf of DMT.

6.3 In the event of combination or inseparable mixing with other items, DMT shall acquire co-ownership of the new item in proportion to the value of the items at the time of combination or mixing. If such combination or mixing takes place in such a way that the items of the SUPPLIER are to be regarded as the main item, the SUPPLIER shall transfer co-ownership of the new item to DMT immediately after production of the new item in the ratio of the values which the items had before combination or mixing to each other. DMT accepts this transfer of co-ownership rights. The SUPPLIER shall be entitled and obliged by DMT to keep the new item in safe custody for DMT. DMT shall be entitled to terminate the custody relationship at any time without notice and without cause.

6.4 Offsetting and the assertion of rights of retention are only permissible if the SUPPLIER's counterclaim is undisputed or has been legally established. The defense of non-performance of the contract remains unaffected.

6.5 The SUPPLIER shall only be entitled to assign its claim against DMT or to have it collected by third parties with the prior written consent of DMT, § 354 HGB (German Commercial Code) remains unaffected. The SUPPLIER shall deliver the products free of liens, rights and encumbrances of third parties.

6.6 DMT shall be entitled to assign its claims against the SUPPLIER in whole or in part to companies of the DMT GROUP. The SUPPLIER hereby assigns its warranty claims against its sub-suppliers with regard to the products and services delivered to DMT, insofar as these exist or will arise in the future. This assignment is subject to the condition precedent that SUPPLIER does not fulfill DMT's warranty claims. DMT accepts this assignment. Such assignment shall not affect DMT's warranty claims against the SUPPLIER. The SUPPLIER shall support DMT in a reasonable manner in the exercise of the assigned rights upon request.

## **7. Warranty, liability, supplier recourse, self-execution and other performance disruptions**

7.1 The SUPPLIER shall provide its services free of material defects and defects of title and, insofar as a deviating quality has not been agreed upon, in particular in accordance with the legal provisions applicable to the SUPPLIER and DMT in each case and in accordance with the state of the art in science and technology.

7.2 The statutory provisions for defective performance shall apply in principle.

7.3 The place of performance for the supplementary performance shall be the location of the item.

7.4 The supplementary performance shall include, if so requested by DMT, any dismantling and removal as well as the installation of the replacement delivery. DMT's claim for reimbursement of corresponding expenses shall remain unaffected. DMT shall be entitled to the statutory rights of recourse in the supply chain (§§ 445a, 445b and § 478 BGB) without restriction. The recourse claims shall also apply if the delivered goods have been processed by DMT or a third party.

7.5 Notwithstanding the statutory rights and the above provisions in item 7:

If the SUPPLIER fails to meet its obligation of subsequent performance - at DMT's option by remedying the defect (subsequent improvement) or by delivery of a defect-free item (replacement delivery) - within a reasonable period of time set by DMT, DMT may remedy the defect itself and demand from the SUPPLIER reimbursement of the expenses required for this purpose or a corresponding advance payment. If the subsequent performance by the SUPPLIER has failed or is unreasonable for DMT (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; DMT shall inform the SUPPLIER of such circumstances without delay, if possible in advance.

7.6 Unauthorized partial deliveries as well as incomplete deliveries shall not constitute performance, DMTS shall be entitled - but not obliged - to reject them and to demand complete subsequent delivery.

7.7 The limitation period for DMT's claims due to defects shall be 24 months from the transfer of risk unless the law provides for a longer limitation period. The limitation period shall be suspended for the period between DMT's notification of the defect and the rectification of the defect.

7.8 Further claims of DMT shall remain unaffected.

## **8. Receiving inspection, acceptance**

8.1 DMT is obliged to perform a receiving inspection only regarding obvious defects, completeness, and the identity of the delivered

goods. Such defects shall be notified to SUPPLIER within 10 working days after delivery, other defects within 5 working days after their discovery. Such notice of defects within this period shall be deemed timely. A notice of defects shall in no case lead to a limitation of any rights of DMT.

8.2 In the case of services that are subject to acceptance, there is no obligation to inspect incoming goods.

8.3 If the SUPPLIER is obliged to perform work or if the parties have agreed on an acceptance, DMT shall accept the products delivered completely and free of defects within four weeks after receipt of a written acceptance request from the SUPPLIER after delivery, installation, and assembly as well as appropriate and sufficient trial operation and fulfillment of all ancillary services of the SUPPLIER, in particular performance of instruction and training.

8.4 The Services shall not be deemed to have been performed until they have been accepted by DMT. Acceptance shall take place formally within the framework of a mutually agreed acceptance date which requires the presence of both parties.

8.5 The SUPPLIER shall provide, free of charge, the specialist personnel required for acceptance as well as the necessary testing, measuring and other aids. The SUPPLIER shall provide and dispose of the necessary operating materials and materials free of charge in coordination with DMT. The costs incurred by the parties due to unsuccessful acceptance attempts shall be borne by the SUPPLIER.

8.6 An acceptance report shall be kept on the acceptance tests and signed by both parties in a legally binding manner. This also applies in particular to unsuccessful acceptance attempts.

8.7 DMT shall be entitled to demand trial operation for a reasonable period of time. The use of the products after reasonable and sufficient trial operation by the SUPPLIER shall not constitute acceptance if DMT reserves the right to acceptance in writing. In particular, the use of the products shall also not constitute acceptance if the use of the products is due to a constraint and DMT reserves the right to acceptance in writing.

8.8 Acceptance of the products as well as commissioning and payment do not constitute a waiver of claims for defects by DMT.

8.9 If the service or the delivery may only be operated with the approval of a regulating/governing body or office, an authority or an association (e.g. Technical Supervisory Association, Trade Supervisory Office, Employer's Liability Insurance Association), this approval shall be a component of the acceptance to be fulfilled. If the approval is not granted or delayed for reasons for which the SUPPLIER is responsible, the SUPPLIER shall bear all costs incurred by DMT as a result.

## **9. Documents, confidentiality**

9.1 DMT reserves the property rights and copyrights to all documents provided within the scope of the business relationship, regardless of their form. The SUPPLIER may only use them for the purposes of the business relationship. They may not be made accessible to third parties without the written consent of the SUPPLIER. After termination of the business relationship or as soon as the documents are no longer required, they shall be returned without being requested or destroyed with the consent of DMT.

9.2 The SUPPLIER shall be obliged to keep secret all business, operational or technical matters of which it becomes aware in connection with the business relationship, even beyond the end of the business relationship, unless such information has become generally known or DMT has waived such secrecy in writing. These obligations are not limited in time.

9.3 The SUPPLIER may only refer to the business relationship with the written consent of DMT.

9.4 Insofar as a separate confidentiality agreement between the SUPPLIER and the Purchaser applies, its provisions shall take precedence over this Clause 9.

## **10. Rights of use, withholding tax deduction**

10.1 The SUPPLIER shall transfer to DMT the exclusive right, unlimited in time, to publish, distribute, reproduce, process and otherwise exploit all ideas, concepts, drafts and designs provided by the SUPPLIER and commissioned by DMT. The rights granted above extend to all types of use. The granting of rights under this provision expressly includes the right to transfer them to third parties.

10.2 The granting of rights shall be settled with the payment of the respective price paid by DMT to the SUPPLIER.

10.3 DMT shall have the right, if necessary, to withhold any withholding taxes for which DMT is liable, including any surcharges. Any such withholding tax withheld shall be deemed to be a payment by DMT to SUPPLIER for the purposes of the business relationship. DMT will provide SUPPLIER with a certificate of the amount withheld and remitted within 7 working days. Withholding tax shall not be deducted or shall be reduced if the SUPPLIER submits to DMT a corresponding exemption certificate from the Federal Central Tax Office together with the transmission of the invoice.

## **11. Product liability and information obligations**

11.1 The SUPPLIER shall indemnify DMT against claims by third parties for damages, costs, expenses and other disadvantages resulting from product defects, insofar as the cause lies within the SUPPLIER's sphere of control and organization and the SUPPLIER itself is liable in relation to third parties.

11.2 To the extent of this indemnification obligation, the SUPPLIER shall also be obliged to reimburse any expenses incurred by DMT and to

reimburse any damage resulting from a product defect or a field measure carried out in connection with a product defect. Field measures shall include in particular recalls and warnings. DMT shall inform SUPPLIER about the content and scope of such field measures as far as possible and reasonable and shall give SUPPLIER the opportunity to comment within 14 days.

11.3 SUPPLIER undertakes to maintain a product liability insurance with a coverage of EUR 20,000,000.00 per claim. Upon request of the Purchaser, the SUPPLIER shall immediately provide written evidence of the existence of the aforementioned insurance coverage.

11.4 Further claims of DMT shall remain unaffected.

11.5 Insofar as DMT has informed the SUPPLIER of the intended use of the product or service or this intended use is recognizable for the SUPPLIER without express reference, the SUPPLIER shall inform DMT without delay if the delivery or service of the SUPPLIER does not correspond to this intended use and this is recognizable for the SUPPLIER.

11.6 The SUPPLIER is obliged to notify DMT immediately in writing of any changes in the nature of the composition of the processed material or the structural design of products or material changes to tools. Any such change is the sole responsibility of the SUPPLIER and requires the prior written consent of DMT, unless the changes do not materially alter the product.

11.7 The SUPPLIER shall ensure that the products, packaging and services comply with all legal requirements applicable in the Federal Republic of Germany.

11.8 To the extent that the local market for the Product is known or identifiable to SUPPLIER, SUPPLIER shall ensure that the Products and Services comply with the legal requirements applicable to the Product there.

11.9 SUPPLIER warrants that all services rendered by it comply with the requirements of the relevant legal provisions, in particular the requirements of the German Medical Devices Act (MPG), the EU Medical Device Regulation (MDR), the German Medical Devices Operator Ordinance (MPBetreibV) and the German Medical Devices Safety Plan Ordinance (MPSV), and the regulations and guidelines of authorities, professional associations and trade associations and, in particular, that the obligations pursuant to e.g. the REACH or ROHS regulation are observed.

11.10 The SUPPLIER warrants, insofar as it is relevant due to the place of sale of the product or for other reasons and is known to the SUPPLIER or is recognizable to the SUPPLIER, that all locally and internationally applicable requirements, in particular FDA requirements, or other governmental requirements, such as those of the California Proposition 65 List, are complied with.

11.11 The SUPPLIER shall indemnify DMT against all claims of third parties which are asserted against DMT due to the violation of regulations according to clauses 11.7, 11.8, 11.9, 11.10,

unless the SUPPLIER is not responsible for the violation of these regulations. DMT shall be informed immediately in writing of any reservations the SUPPLIER may have about any special execution of the services requested by DMT.

## **12. Compliance**

12.1 The SUPPLIER is obliged to act in accordance with the legal provisions applicable to it, in particular the regulations on data protection, competition law, the obligations under the Minimum Wage Act, the obligations under the Supply Chain Due Diligence Act, the regulations on anti-corruption and money laundering, and Trade Control Laws (as defined in clause 16).

12.2 If there is reasonable suspicion or if it is certain that the SUPPLIER has violated the legal provisions applicable to it, DMT shall be entitled to withdraw from the contract or to terminate the contract if DMT can no longer be reasonably expected to adhere to the contract. Other rights of DMT, in particular to compensation for damages, shall remain unaffected.

12.3 DMT may request, at any time and in a form reasonably prescribed by DMT, a written attestation or compliance certificate that confirms the SUPPLIER's adherence to such laws, including Trade Control Laws. Such attestation or certificate may be issued by the SUPPLIER or by a qualified or accredited independent third party, and shall be provided within fourteen (14) calendar days of DMT's request.

## **13. Spare parts availability**

13.1 The SUPPLIER is obliged to supply spare parts for the period of ordinary technical use, but at least for ten (10) years from the last delivery, under reasonable conditions.

13.2 In case the SUPPLIER discontinues the supply of spare parts, to inform DMT in due time and properly in writing and to be given the opportunity to place a last order on reasonable conditions

## **14. Force majeure**

14.1. If DMT is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, DMT shall be released from its obligation to perform for the duration of the impediment as well as a reasonable start-up period, without being obliged to compensate the SUPPLIER for damages. The same shall apply if DMT's performance of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which DMT is not responsible, in particular by labor disputes, official measures, energy shortages or major operational disruptions. This shall also apply if such circumstances occur at a time when DMT is in default of acceptance.

14.2. DMT shall be entitled to withdraw from the contract if such an impediment lasts for more than four months and DMT is no longer interested in the performance of the contract as a result of

the impediment. At the SUPPLIER's request DMT shall declare after the expiry of the period whether DMT will exercise its right of withdrawal or accept the products within a reasonable period.

## **15. Liability of DMT**

15.1. DMT shall be liable without limitation for damages arising from the breach of a warranty or from injury to life, body or health. The same shall apply to intent and gross negligence. DMT shall only be liable for slight negligence if essential obligations are violated which result from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of breach of such obligations, default and impossibility, DMT's liability shall be limited to such damages as may typically be expected to occur within the scope of the contract. A mandatory legal liability for product defects remains unaffected.

15.2. Insofar as DMT's liability is excluded or limited, this shall also apply to the personal liability of DMT's employees, representatives and vicarious agents.

## **16. Trade Controls Laws**

16.1. The SUPPLIER undertakes to comply with all applicable laws, regulations, and official orders concerning export control, import control, re-export restrictions, sanctions, and trade compliance (collectively, "**Trade Control Laws**"), including but not limited to Regulation (EU) No. 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, Regulation (EC) No. 765/2006 concerning restrictive measures against Belarus, Regulation (EU) No. 267/2012 concerning restrictive measures against Iran, as well as the German Foreign Trade and Payments Ordinance ("**AWV**").

16.2. The SUPPLIER undertakes to implement appropriate and documented due diligence measures within its supply chain in order to ensure compliance with the Trade Control Laws by its suppliers. In particular, the SUPPLIER shall ensure that all suppliers are contractually obligated to comply with the relevant Trade Control Laws.

16.3. The SUPPLIER warrants that it will not deliver any goods or components thereof that have been imported either directly or indirectly by it or its suppliers in violation of Trade Control Laws, or that contain any (pre-) product that was imported in breach of such laws.

16.4. DMT shall be entitled to verify compliance with this clause at any time, including through document reviews, the request for submission of relevant evidence, or supply chain audits conducted either by DMT or third parties appointed by DMT. If the SUPPLIER violates this clause or fails to comply with its duties of disclosure and cooperation, DMT shall be entitled to terminate the contract with immediate effect and without liability.

## **17. Jurisdiction, Choice of Law**

16.1 The entire legal relationship between the SUPPLIER and DMT shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.

16.2 For all - contractual and non-contractual - disputes arising from or in connection with contracts to which these General Terms and Conditions of Purchase apply, the competent state courts in Munich shall have local jurisdiction. However, DMTS shall also be entitled to bring an action before the state courts at the place of business of the SUPPLIER or other courts having jurisdiction by local law.

16.3 DMT shall also be entitled to call upon a court of arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS), excluding the ordinary course of law. The arbitral tribunal shall consist of three arbitrators and, in the case of disputes with a value in dispute of less than EUR 5,000.00, of one arbitrator. The place of arbitration shall be Munich, Germany, and the language shall be German.

16.4 If the SUPPLIER has its place of business or legal venue outside a member state of the European Union, the following shall apply in deviation from 16.2 and 16.3:

All - contractual and non-contractual - disputes arising out of or in connection with contracts for which the applicability of these General Terms and Conditions of Purchase is provided shall be finally settled in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding recourse to the ordinary courts of law. The arbitral tribunal shall consist of three arbitrators and, in the case of disputes with a value in dispute of less than EUR 5,000.00, of one arbitrator. The place of arbitration shall be Munich, Germany, and the language shall be German. DMT shall, however, also be entitled in individual cases to bring an action before the court having jurisdiction for Munich or the state courts at the SUPPLIER's place of business or other courts having jurisdiction by operation of law.

## **18. Severability clause**

Should any provision of these Terms and Conditions of Purchase or other agreements be or become invalid or unenforceable in whole or in part, or should a gap be found therein, the validity of the remaining provisions shall not be affected thereby.