

GENERAL TERMS & CONDITIONS



INVIDIA MEDICAL GmbH & Co. KG

Version: October 2026

§ 1 Scope and Applicability

1. These General Terms and Conditions ("GTC") shall apply to all deliveries, services, offers and other contractual relationships of INVIDIA MEDICAL GmbH & Co. KG ("Seller").
2. These GTC shall apply exclusively to entrepreneurs (Unternehmer) within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – "BGB"), legal entities under public law and special funds under public law. They shall not apply to consumers.
3. These GTC shall apply exclusively. Any general terms and conditions of the Customer that deviate from, conflict with or supplement these GTC shall only become part of the contract if and to the extent that the Seller has expressly agreed to their applicability.
4. These GTC shall also apply to all future business relationships with the Customer without the Seller having to expressly refer to them again in each individual case.
5. Individual agreements made with the Customer in a particular case, including supplements, amendments and ancillary agreements, shall take precedence over these GTC.
6. Legally relevant declarations and notifications by the Customer relating to the contract, including notices of defects, setting of deadlines, withdrawal or reduction of the purchase price, shall be made at least in text form, unless a stricter form is required by law. Text form includes, in particular, communication by e-mail.
7. Where products are exported, the Customer shall be responsible for compliance with all import, customs, foreign exchange and other regulations applicable in the country of destination, unless expressly agreed otherwise. Mandatory export control and sanctions regulations applicable to the Seller remain unaffected.

§ 2 Offers and Conclusion of Contract

1. Unless expressly designated as binding, all offers made by the Seller are subject to change and non-binding.
2. Orders placed by the Customer shall constitute a binding offer to enter into a contract.
3. A contract shall come into existence upon written or electronic order confirmation by the Seller or upon commencement of delivery or performance by the Seller.
4. Drawings, illustrations, dimensions, weights, technical specifications and other product or performance data shall only be binding if expressly agreed as binding.
5. The Seller reserves all intellectual property rights and copyrights in quotations, drawings, technical documentation, calculations, product specifications and other documents provided to the Customer. Such documents may not be made available to third parties without the Seller's prior consent, unless this is necessary for the contractual purpose.

GENERAL TERMS & CONDITIONS

§ 3 Prices

1. Unless otherwise expressly agreed, prices are stated in euros, net of statutory value added tax, packaging, freight, insurance, customs duties, fees and other public charges.
2. Unless otherwise agreed in the order confirmation, delivery shall be **EXW Emmingen-Liptingen, Germany, Incoterms® 2020**.
3. The statutory value added tax applicable on the invoice date shall be shown separately on the invoice where required by law.
4. Where the agreed delivery date is more than four months after conclusion of the contract and, after conclusion of the contract, material procurement costs, energy costs, transport costs, customs duties, taxes or other costs beyond the Seller's control increase materially, the Seller may adjust the agreed price to the extent necessary to reflect such demonstrable cost increase.
5. The Seller shall inform the Customer of any price adjustment pursuant to paragraph 4 in text form upon request and provide reasonable information regarding the relevant cost factors.

§ 4 Delivery and Performance

1. Delivery dates and delivery periods stated by the Seller shall be non-binding unless expressly agreed as binding.
2. Compliance with agreed delivery periods requires the timely and proper fulfilment by the Customer of its obligations, including the provision of all information, approvals, specifications and advance payments required for performance.
3. The Seller shall not be liable for delays or failure to perform caused by events beyond the Seller's reasonable control ("Force Majeure"). Such events may include, without limitation, natural disasters, fire, flood, epidemic or pandemic events, war, terrorism, civil unrest, strikes, lawful lockouts, governmental measures, embargoes, sanctions, export or import restrictions, shortages of raw materials or energy, significant transport disruptions, cyber incidents affecting essential infrastructure, or corresponding events affecting suppliers or subcontractors.
4. In the event of Force Majeure, the Seller shall be entitled to extend the delivery or performance period by the duration of the impediment plus a reasonable restart period.
5. If such impediment continues for more than three months and continued performance cannot reasonably be expected from either party, either party may withdraw from the affected part of the contract. Consideration already received for services not provided shall be reimbursed.
6. The Seller shall inform the Customer without undue delay of a Force Majeure event materially affecting contractual performance, insofar as reasonably possible.
7. Partial deliveries shall be permissible insofar as they can reasonably be used by the Customer for the contractual purpose, delivery of the remaining goods is ensured and the Customer does not incur unreasonable additional costs as a result.

§ 5 Custom-Made Products

1. Custom-made products and products manufactured or modified according to Customer specifications shall be calculated on the basis agreed in the relevant quotation or order confirmation.
2. Custom-made or Customer-specific products may not be cancelled or returned without the Seller's prior consent, except where the Customer has mandatory statutory rights.
3. The Seller shall not be obliged to verify whether drawings, samples, specifications, trademarks, designs or other materials provided by the Customer infringe third-party intellectual property rights.
4. The Customer warrants that materials and specifications provided by it for the manufacture of Customer-specific products may lawfully be used for the intended purpose.
5. The Customer shall indemnify the Seller against justified third-party claims arising from an infringement of intellectual property rights caused by the Seller's use of Customer-provided specifications or materials, unless the Seller is responsible for the infringement. The Seller shall inform the Customer without undue delay of any such claim and shall give the Customer reasonable opportunity to participate in the defence against the claim.

§ 6 Delivery, Shipment and Transfer of Risk

1. Unless otherwise expressly agreed, delivery shall be EXW Emmingen-Liptingen, Germany, Incoterms® 2020.
2. The allocation of costs, obligations and risk shall be determined by the Incoterms® rule agreed for the respective transaction.
3. If no Incoterms® rule has been expressly agreed, the risk of accidental loss of or accidental damage to the goods shall pass to the Customer when the goods are handed over to the carrier, freight forwarder or other person designated to carry out shipment, insofar as permitted by applicable law.
4. If dispatch is delayed at the Customer's request or for reasons attributable to the Customer, risk shall pass to the Customer upon notification that the goods are ready for dispatch.
5. At the Customer's request and expense, the Seller may arrange transport insurance.

§ 7 Defects and Warranty

1. The statutory provisions regarding defects shall apply unless modified by these GTC.
2. The Customer shall inspect the goods without undue delay after delivery to the extent customary in the ordinary course of business. Where Section 377 of the German Commercial Code (Handelsgesetzbuch – "HGB") applies, apparent defects shall be notified to the Seller without undue delay following inspection and hidden defects without undue delay following discovery. The statutory consequences of Section 377 HGB shall apply.
3. Notices of defects shall describe the alleged defect with reasonable specificity and, where practicable, include supporting information such as the relevant order or invoice number, product identification, batch or serial number and appropriate documentation of the defect.

GENERAL TERMS & CONDITIONS

4. In the event of a defect for which the Seller is responsible, the Seller shall, at its discretion and subject to applicable statutory law, provide subsequent performance by remedying the defect or supplying a replacement product.
5. The Customer shall provide the Seller with reasonable opportunity and time to examine the alleged defect and to provide subsequent performance.
6. If subsequent performance fails, is refused or cannot reasonably be expected under the applicable statutory provisions, the Customer may exercise its statutory rights to reduce the purchase price or withdraw from the contract, subject to the statutory requirements.
7. Claims for damages and reimbursement of expenses shall be governed by § 11 of these GTC.
8. Claims for defects shall become statute-barred twelve months after delivery of the goods.
9. The limitation period in paragraph 8 shall not apply where a longer period is mandatory by law, in particular in cases of fraudulent concealment of a defect, an expressly assumed guarantee, claims for damages arising from injury to life, body or health, intentional or grossly negligent breach of duty, or insofar as mandatory statutory supplier recourse provisions apply.
10. No liability for defects shall arise from normal wear and tear, improper use, incorrect storage, installation or maintenance contrary to instructions, unauthorised modifications or repairs, or use outside the intended purpose, provided that the defect is attributable to such circumstances.
11. Any manufacturer's guarantee or other independent guarantee shall apply only in accordance with its respective terms and shall not, unless expressly stated otherwise, extend the statutory rights for defects.
12. For used goods, liability for defects may be excluded or limited by individual agreement to the extent permitted by applicable law.

§ 8 Retention of Title

1. The Seller shall retain title to all goods delivered until all present and future claims arising from the ongoing business relationship with the Customer have been paid in full.
2. Goods subject to retention of title may not be pledged or transferred by way of security to third parties before full payment.
3. The Customer may resell goods subject to retention of title in the ordinary course of business. The Customer hereby assigns to the Seller, by way of security, all claims against third parties arising from such resale in the amount of the final invoice amount, including VAT, of the Seller's claim. The Seller accepts such assignment.
4. The Customer shall remain authorised to collect the assigned claims unless and until the Seller revokes such authority for good cause, in particular in the event of payment default or a material deterioration in the Customer's financial position.
5. The Customer shall notify the Seller without undue delay of any seizure, attachment, insolvency-related measure or other third-party interference affecting goods subject to retention of title.
6. If the realisable value of the securities held by the Seller exceeds the secured claims by more than 10%, the Seller shall, at the Customer's request, release securities of its choice to the extent of the excess.

GENERAL TERMS & CONDITIONS

7. Where goods are delivered to jurisdictions in which the retention of title under this § 8 does not have the intended legal effect, the Customer shall reasonably cooperate in establishing equivalent security rights to the extent permitted under applicable law.

§ 9 Payment

1. Unless otherwise agreed, invoices shall be payable in advance without deduction.
2. Where payment on invoice has expressly been agreed, the payment term stated in the invoice or order confirmation shall apply.
3. A payment shall be deemed made when the amount is finally credited to an account designated by the Seller.
4. In the event of default, the Seller shall be entitled to default interest at the statutory rate. For payment claims in transactions in which no consumer is involved, the statutory default interest rate is nine percentage points above the applicable base interest rate.
5. The Seller's statutory entitlement to the EUR 40 default lump sum and to compensation for further damage caused by default shall remain unaffected.
6. The Customer may only set off claims against the Seller if such counterclaims are undisputed, have been finally adjudicated or arise from the same contractual relationship. Statutory rights of retention remain unaffected.
7. For Customer-specific products, special manufacture or Customer-specific versions, the Seller may require an advance payment of up to two thirds of the purchase price, unless otherwise agreed. The relevant payment schedule shall be specified in the quotation or order confirmation.

§ 10 Advance Payment and Security

1. If, after conclusion of the contract, circumstances become known that reasonably call into question the Customer's ability to fulfil its payment obligations, the Seller may require appropriate advance payment or security for outstanding deliveries.
2. This shall also apply if such circumstances existed before conclusion of the contract but became known to the Seller only thereafter.
3. If the Customer fails to provide the requested advance payment or security within a reasonable period set by the Seller, the Seller may suspend performance and, after expiry of an appropriate additional period, exercise its statutory rights, including withdrawal from the affected contract where the statutory requirements are met.

§ 11 Liability

1. The Seller shall be liable without limitation:
 - a) in cases of intent or gross negligence;
 - b) for injury to life, body or health;

GENERAL TERMS & CONDITIONS

- c) under the German Product Liability Act (Produkthaftungsgesetz) and other mandatory statutory liability provisions;
 - d) to the extent that the Seller has fraudulently concealed a defect; and
 - e) to the extent that the Seller has expressly assumed a guarantee covering the relevant damage.
- 2. In the event of a slightly negligent breach of a material contractual obligation, the Seller's liability shall be limited to the damage that was foreseeable and typical for this type of contract at the time the contract was concluded. Material contractual obligations are obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Customer may regularly rely.
- 3. Subject to paragraphs 1 and 2, liability for slight negligence shall be excluded.
- 4. The limitations of liability set out in this § 11 shall also apply in favour of the Seller's legal representatives, employees, agents and other persons engaged by the Seller in the performance of its obligations.
- 5. The foregoing provisions shall apply to contractual and non-contractual claims for damages and reimbursement of expenses, irrespective of their legal basis.

§ 12 Default of Acceptance

- 1. If the Customer fails to accept goods when due or otherwise breaches its obligations to cooperate, the Seller may claim compensation for the resulting additional expenses and damage in accordance with applicable law.
- 2. If goods ready for dispatch have to be stored due to a delay attributable to the Customer, the Seller may charge reasonable storage costs.
- 3. The Customer shall remain entitled to demonstrate that no storage costs or materially lower storage costs were incurred.
- 4. Further statutory rights of the Seller shall remain unaffected.

§ 13 Return of Goods

- 1. Except in the exercise of statutory rights relating to defective goods, any return of goods requires the Seller's prior authorisation.
- 2. Acceptance of a voluntary return shall not constitute acknowledgement of a defect or other legal obligation.
- 3. Where the Seller voluntarily agrees to accept goods returned without a legal obligation to do so, the Seller may deduct reasonable handling, inspection, refurbishment, packaging and other costs from any credit issued.
- 4. The specific amount or method of calculating such deductions shall be communicated to the Customer in connection with the return authorisation.
- 5. Custom-made products, Customer-specific or modified products, discontinued products and products not included in the Seller's regular product range are excluded from voluntary returns unless expressly agreed otherwise.

GENERAL TERMS & CONDITIONS



6. Statutory rights relating to defective goods shall remain unaffected.

§ 14 Data Protection

1. The Seller shall process personal data in accordance with applicable data protection laws, in particular Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) and applicable German data protection law.
2. Personal data may in particular be processed where necessary for initiating, concluding and performing contractual relationships, complying with legal obligations, or pursuing legitimate interests in accordance with applicable data protection law.
3. Further information regarding the processing of personal data, including information on the controller, purposes and legal bases of processing, recipients, retention periods and data subject rights, shall be provided in the Seller's applicable privacy notice.
4. Where processing requires consent under applicable law, such consent shall be obtained separately. Acceptance of these GTC shall not by itself constitute consent to data processing for which consent is legally required.

§ 15 Confidentiality

1. Each party shall keep confidential all non-public commercial, technical and other information received from the other party in connection with the business relationship and identified as confidential or which, by its nature or the circumstances of disclosure, should reasonably be regarded as confidential ("Confidential Information").
2. Confidential Information may only be used for the purpose of performing or evaluating the relevant business relationship.
3. Each party may disclose Confidential Information to employees, affiliated companies, professional advisers, subcontractors and other persons who reasonably require access for the contractual purpose, provided that such persons are subject to appropriate confidentiality obligations.
4. The confidentiality obligation shall not apply to information that the receiving party can demonstrate:
 - a) was publicly available at the time of disclosure or subsequently becomes publicly available without breach of a confidentiality obligation;
 - b) was lawfully known to the receiving party before disclosure;
 - c) was lawfully received from a third party without a confidentiality obligation;
 - d) was independently developed without use of the Confidential Information; or
 - e) must be disclosed pursuant to mandatory law or a binding order of a court or public authority.
5. Where disclosure is required by law or official order, the receiving party shall, to the extent legally permitted, inform the other party in advance and limit disclosure to what is legally required.
6. The confidentiality obligations shall continue after termination or completion of the relevant contract for a period of five years. Trade secrets shall remain protected for as long as they qualify for protection under applicable law.

GENERAL TERMS & CONDITIONS



§ 16 Applicable Law, Jurisdiction and Final Provisions

1. These GTC and all contractual relationships between the Seller and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
3. If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the courts having jurisdiction for the Seller's registered office shall have exclusive jurisdiction for all disputes arising out of or in connection with the contractual relationship. The Seller shall nevertheless also be entitled to bring proceedings against the Customer at the Customer's general place of jurisdiction.
4. If any provision of these GTC is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall not be affected. The applicable statutory provisions shall take the place of any invalid or unenforceable provision.
5. Amendments and supplements to individual contracts shall be governed by the applicable statutory requirements and any form requirements expressly agreed for the relevant transaction.