

## General Terms and Conditions of Delivery and Payment at RENFERT GmbH

### 1) Scope

(a) The following terms and conditions shall apply to all and, in the case of current business relationships, also to all future business transactions concerning deliveries made by RENFERT GmbH (hereinafter: RENFERT). Deviating agreements, in particular in the case of contracts with representatives authorized by legal transaction or by law, require the written acknowledgement of RENFERT to be effective.

(b) RENFERT is not bound by the customer's terms of purchase, even if RENFERT does not expressly reject them.

### 2) Offer and conclusion of contract

Offers by RENFERT, including the sales prices stated in RENFERT's price list, are subject to change without notice unless expressly marked as binding. Provided that an order complies with § 145 of the BGB (German Civil Code), RENFERT can accept the order within a period of two weeks. RENFERT may choose whether to accept the order explicitly by confirmation of the order or implicitly by completion of the order.

### 3) List prices and flat rates

(a) RENFERT's prices are net prices in EURO excluding packaging and shipping costs and transport insurance. All prices exclude statutory VAT, if this applies. Provided that there is no contractually fixed price agreement, RENFERT reserves the right to adjust its prices accordingly at its discretion and to charge a different price from that listed without prior notice if there are substantial price increases due to higher labor costs, more expensive raw materials, fluctuations in foreign currency exchange, or other such incidents. A new price list supersedes and invalidates all previous price lists. Products that have been discontinued from the range are not listed; contact RENFERT with any enquiries about these products.

(b) RENFERT charges end customers a flat direct delivery fee of €25.00 for direct deliveries, in addition to the items listed under 3) (a). This charge will not be applied to orders that include articles marked as "Ersatzteil" [spare parts] in the applicable price list. The RENFERT order confirmation will indicate whether a flat direct delivery fee will be charged.

(c) Goods returned by customers require RENFERT's prior consent unless the customer is entitled to a warranty right. In such cases RENFERT will charge a handling fee of at least 20% of the value of the goods for accepting return and inspecting the goods, with a minimum charge of €20.00.

**Medical devices, discontinued products, and products with a specific expiry date are excluded from returns.**

Goods that are not included in the price list or that have been manufactured, modified, or procured on the instructions of the customer can only be returned in the case of a legitimate complaint.

(d) RENFERT reserves the right of refusal if a minimum order value of €2,500 is not reached.

(e) RENFERT reserves the right to charge storage fees of €25.00 per package and for each commenced week if the consignment is not collected within 8 working days after dispatch of the shipping order when the customer has commissioned a shipping company.

### 4) Delivery/delivery time

RENFERT is entitled to make customary partial deliveries and partial performances of services, unless the partial delivery or performance of service is unreasonable for the customer or contractually excluded. The customer shall bear the shipping costs, unless RENFERT has expressly agreed in writing to bear the shipping costs in advance.

The place of performance for all deliveries shall be the RENFERT plant in Hilzingen. The risk of accidental loss of goods shall pass to the customer upon transfer to the carrier/shipping company. RENFERT shall not assume the costs of transport insurance under any circumstances. Deliveries are made to the curb outside the delivery address, unless another delivery condition has been expressly agreed in advance and in writing by both parties.

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Delivery times and deadlines shall be extended correspondingly as a result of any delays for which the customer is responsible, e.g. delays in prepayment, granting approval, or submitting documents. The customer has no right to claim for damages because of such a delay.

In the event of delays in delivery and performance due to force majeure, irrespective of whether these occur at RENFERT or at its suppliers or subcontractors, e.g. war, natural disasters, operational disruptions, lawful strikes, lockouts, or official orders, the delivery dates/deadlines shall be extended by the duration of the hindrance and a reasonable start-up period. The customer has no right to claim for damages because of such a delay. RENFERT will inform the customer if such circumstances arise.

## 5) Guarantee/Liability

**(a)** Complaints should be made immediately in writing and in accordance with the requirements in § 377 of the HGB (German Commercial Code), no later than 7 days after delivery. Infringement of this obligation disqualifies any warranty claims against RENFERT. In the case of justified, duly notified defects, RENFERT shall only be obliged, at its discretion, to rectify the problem or deliver a replacement product. The place of subsequent rectification shall be the place of performance pursuant to §4 of the General Terms and Conditions. It shall be deemed to have failed no sooner than after three unsuccessful attempts.

In the case of a complaint, the customer is still under obligation to make payment. RENFERT does not accept any liability for the improper use of RENFERT products.

**(b)** Selling-on is strictly prohibited in countries in which specific legal regulations relating to products, in particular to the actual product, its packaging and labeling, prohibit the products manufactured by RENFERT from being introduced in the same form as they are manufactured and marketed in the European Union by RENFERT.

Any particular non-product-related sales regulations (advertising regulations, prescription requirement etc.) or differing technical requirements or mandatory regulations in the other countries outside the European Union should be observed by the customer. If the customer is culpable of disregarding these requirements, the customer indemnifies RENFERT internally arrangements from any claims by a third party that arise from the disregard of legal requirements relating to products and sales in other countries.

The customer is obligated to inform RENFERT immediately of any physical injuries or material damage and of any incidents which could potentially have led to physical injuries or material damage, and to send the defective product to RENFERT as quickly as possible. In countries outside the European Union, the customer shall inform RENFERT immediately of any problems relating to the import or use of RENFERT's products because of directives, laws or standards. If such information is not provided, RENFERT shall not accept liability for any ensuing damages.

**(c)** RENFERT shall be liable for intent and gross negligence, including that of its vicarious agents, in accordance with the statutory provisions. The same applies in the case of negligently caused damage resulting from injury to life, limb or health. In the event of damage to property and financial loss caused by negligence, RENFERT and its vicarious agents shall only be liable in the event of a breach of an essential contractual obligation, i.e. such contractual obligations the performance of which characterises the contract and on which the customer may rely, but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract. The liability for indirect or unforeseeable losses, in particular for loss of production and downtime, lost profit, non-materialized savings, and financial losses on account of third-party claims, shall be excluded in the event of ordinary negligence, apart from in the event of loss of life, physical injury, or harm to health. Any liability extending beyond what is listed in these General Terms and Conditions is excluded, regardless of the legal nature of the claim which is lodged. However, the above liability limitations or exclusions do not apply to liability without fault which is mandatorily prescribed by law, for example under the German Product Liability Act, or liability arising from a corresponding warranty and if the defect was fraudulently concealed. The abovementioned liability exclusion or limitation also applies to the personal liability of RENFERT staff, employees, representatives, bodies and subcontractors. The terms of any warranty are always set out in the directions for use, and the warranty is valid from the day on which the product is bought from the depot/dealer.

**(d)** In respect of the downloads offered on the website, RENFERT shall bear liability for willful intent and gross negligence. For ordinary negligence, RENFERT shall only be liable, apart from in the event of loss of life, physical injury, or harm to health, to the extent that cardinal obligations, i.e. essential contractual obligations, are breached.

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The liability shall be limited to the foreseeable level of damage that is typical of the contract, but shall not exceed an amount of **€5,000**. The liability for indirect or unforeseeable losses, in particular for loss of production and downtime, lost profit, non-materialized savings, and financial losses on account of third-party claims, shall be excluded in the event of ordinary negligence, apart from in the event of loss of life, physical injury, or harm to health. Any liability extending beyond what is listed in these General Terms and Conditions is excluded, regardless of the legal nature of the claim which is lodged. However, the above liability limitations or exclusions do not apply to liability without fault which is mandatorily prescribed by law, for example under the German Product Liability Act, or liability arising from a corresponding warranty. The abovementioned liability exclusion or limitation also applies to the personal liability of RENFERT's staff, employees, representatives, bodies and subcontractors.

## 6) Payment

RENFERT accepts the following payment methods: prepayment, bank transfer, direct debit.

RENFERT's invoices should be paid within 30 days of the invoice date, without deduction, provided that an agreement to the contrary has not been made. Discount interest and charges are borne by the customer. The legal regulations in §§ 286/288 of the BGB (German Civil Code) apply if payment is not made on time.

The customer has the right to offset only when the customer's counterclaims have been legally established.

## 7) Retention of title

Title to all delivered goods shall remain vested in RENFERT until all requests for payment by RENFERT have been met in full, even though the purchase price may have been paid in the case of specific deliveries of goods. If the value of the assigned claims exceeds RENFERT's claims by more than 20%, excess securities shall be released.

These reserved goods may be sold on or further processed by the customer in the normal course of business provided that the customer is not in default of any payments or has not ceased making payments. If reserved goods are processed, RENFERT shall be entitled to the right of part ownership of the new goods proportionate to the value of the RENFERT goods in relation to the value of the new goods, but not less than the value of RENFERT's claim for payment.

If the reserved goods or new products produced using these goods are sold on, RENFERT shall be entitled to the proceeds of sale or the claim shall take the place of the reserved goods or the newly manufactured product. Any use outside the normal course of business, in particular pledging or transferring title for security purposes, is not permitted. On seizure of reserved goods by a third party – in particular bailiffs – the customer should notify the third party of RENFERT's right to title and inform RENFERT immediately.

The customer's authorization to pass on the goods for sale or further processing ceases if the terms of payment have not been adhered to.

This also applies in the case of unauthorized sales and also if the customer is subject to legal proceedings for insolvency. In these cases and in any other instances in which the customer acts contrary to the contract, RENFERT has the right to take immediate possession of the reserved goods. Withdrawal from the contract is made by explicit declaration. Further claims are reserved.

If the customer is located outside Germany or resells the reserved goods outside Germany, the customer must ensure the retention of title until full payment of the goods or offer an alternative, equally secure means of security.

## 8) Place of jurisdiction and applicable law

(a) The place of jurisdiction for all rights and obligations arising from obligations between RENFERT and the customer lies with the court of Singen (Hohentwiel). German law shall apply as agreed to all transactions to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions.

## 9) General

(a) RENFERT's products are subject to continuous development, which can result in modifications. RENFERT reserves the right to withdraw products from its range if demand for them is too low.

(b) The customer agrees to electronic collection and processing of any data connected with business transactions. Further details on the subject of data protection can be found in RENFERT's data protection declaration, which

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can be found on the website under the following link: <https://www.renfert.com/deu-en/other/data-protection-declaration>.

## 10) Supplementary agreements for medical devices according to Directive 93/42/EEC and to Regulation (EU) 2017/745

The following points list and regulate the measures which are envisaged between the contractual partners according to Directive 93/42/EEC respectively to Regulation (EU) 2017/745 and their national implementation in Germany. RENFERT maintains a quality management system according to EN ISO 13485 and complies with the regulatory and legal European requirements for medical devices. The products which RENFERT delivers are designed and manufactured in accordance with Directive 93/42 EEC respectively with the Regulation 2017/745. According to the transitional provisions in Article 120 of Regulation (EU) 2017/745, products designed pursuant to Directive 93/42 EEC may still be placed on the market.

The customer and RENFERT commit themselves to ensure the following points mentioned below. In addition, the requirements from Article 14 of Regulation (EU) 2017/745 "General obligations of dealers" also apply.

### (a) Identification:

RENFERT marks on the order confirmation, delivery note, and invoice which items are classified as a medical device according to Directive 93/42 EEC or to Regulation (EU) 2017/745. RENFERT uses item labels or UDI labeling of the device to ensure that supplementary product characteristics of medical devices can be identified, traced and referenced.

The customer must retain the batch identification/serial number identification and ensure that every single product can be traced along the downstream supply chain on the basis of the delivery documents, through to the end customer. The statutory and regulatory retention periods of 10 years must be guaranteed here.

### Training:

The customer shall ensure that its employees who are responsible for selling the contractual product receive appropriate training (e.g. medical devices consultant training).

### (b) Complaint handling/reporting:

The customer pledges to report any complaint to RENFERT within 96 hours and to report to RENFERT any incidents that could have resulted in physical injury or material damage within 24 hours. The transfer of the defective medical device to RENFERT must be arranged within 24 hours.

In the event of reportable events and incidents, RENFERT and the customer shall immediately inform one another and obtain and exchange all available information required for dealing with, passing on and concluding the necessary processes.

The customer undertakes, in the event of requirements of the notified bodies or authorities, to grant access to corresponding end customer data. The customer pledges to cooperate with RENFERT in the event of any incidents, recalls, reporting obligations even beyond the end of this contract.

Recalls must always be coordinated with RENFERT before they are initiated.

### (c) Registrations of medical devices outside the EU:

RENFERT complies with the requirements for medical devices applicable in the EU. National laws outside the EU are taken into account during registration.

RENFERT as the manufacturer is responsible within the meaning of Directive 93/42 EEC and of Regulation (EU) 2017/745 for registering the products and this may also only be arranged by RENFERT. If the customer intends to offer products in countries in which RENFERT do not yet have a registration for the product (outside the EU), RENFERT and the customer shall decide on registration together although, in the event of any disagreement, RENFERT's opinion shall have priority. In these cases, RENFERT and the customer must define who acts as the distributor (depending on the country-specific circumstance and registration process). The implementation of the resulting national requirements must be individually coordinated and approved by RENFERT.

### (d) Selling-on outside the EU:

Selling-on is strictly prohibited in countries in which specific legal regulations relating to products, in particular to the actual product, its packaging and labeling, prohibit the products manufactured by RENFERT, in particular medical devices, from being introduced in the same form as they are manufactured by RENFERT and marketed in the European Union.

Misprints and errors excepted.

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