

## General Terms and Conditions for Sale and Delivery

### northh medical GmbH, Hamburg

as of 1 January 2024

#### 1 General Information

- 1.1 The business relationship between the customer (Purchaser) and northh medical GmbH (Seller) shall exclusively be governed by the terms and conditions as provided below; this shall also apply to any future deliveries, services and offers. They are accepted by Purchaser upon placement of the order, no later, however, than on acceptance of the first delivery or performance of service; they shall apply for the duration of the entire business relationship in their relevant current version.
- 1.2 Our Terms of Sale and Delivery apply only to entrepreneurs. An "Entrepreneur" shall be any individual or legal entity or partnership capable of being subject to legal rights and duties to the extent that it acts in performance of its commercial activities or as self-employed, also in the event that these activities are attributable to the public law sector.
- 1.2 Any deviating terms and conditions of the Purchaser are hereby expressly rejected; even the performance of the contract shall not render them valid. Any further agreements, in particular warranties, amendments, or side agreements shall only be valid upon our express consent.

#### 2 Offers and Orders

- 2.1 Our offers are subject to change and are non-binding, also with regard to prices and delivery times; this shall also apply to brochures, advertisements etc. We reserve the right to implement technical changes and changes regarding form, color /or weight, unless this would be unreasonable to the Purchaser. The product specifications of the manufacturer shall be deemed agreed upon as specification of the respective goods. Public statements of the Seller, the manufacturer or its vicarious agents, in particular, by means of advertising, or in connection with labeling regarding certain product characteristics shall not be considered contractual specifications as to the characteristics of the object of purchase.
- 2.2 Technical norms are used solely for the description of services unless we accept an express guarantee of compliance with a technical norm. Quality or durability guarantees require written form.
- 2.3 We request all orders to be made in writing. The contract shall only be formed by our acceptance in writing or in text form (e.g. via fax or email) acceptance; if no acceptance in writing or in text form is provided; the contract shall be formed by delivery and at the terms contained in our invoice.
- 2.4 We reserve all unlimited property protection rights, copyrights and industrial property rights on figures, drawings, calculations and any other documents, whether in tangible or intangible form - including in electronic form. This also applies to such written documents designated as "confidential". Before forwarding them to third parties, the customer requires our express agreement in writing.

#### 3 Delivery, Times of Delivery and Performance

- 3.1 Unless expressly agreed upon otherwise, Purchaser shall take over the ordered goods no later than within two working days after they have been made available for collection, unless the goods are to be dispatched by us. In case of sale of goods which are in stock or warehouse sales, goods are considered ready for collection on the day of contract conclusion if Seller has advised Purchaser that this concerns goods in stock.
- 3.2 The risk of unintentional loss or the unintentional deterioration of the goods shall be transferred to Seller with the handover of the goods to Purchaser. If the goods are dispatched, the risk shall already be transferred to Purchaser on the delivery of the goods to the forwarding agent, the carrier or any other person or institution used for carrying out the dispatch, if the Purchaser is an entrepreneur. Unless expressly agreed upon otherwise, dispatch shall be made at the expense of Purchaser by freight, forwarding agency, post and similar means of dispatch from our warehouse in Hamburg. If a certain mode of dispatch is prescribed to us, the resulting costs shall be invoiced to Purchaser, even if delivery usually would be free of charge.
- 3.3 If a certain time for delivery or performance is agreed upon, it shall commence on the date of the conclusion of the contract, however, not before we receive the stipulated prepayment of the Purchaser. Timely dispatch of the goods shall be sufficient for observing the stipulated time periods for delivery or performance.
- 3.4 Time for delivery or performance shall be extended accordingly in a reasonable way in the event of obstacles beyond our sphere of influence, such as force majeure, administrative acts, export/import restrictions, industrial action. If such an obstacle should lead to a delay in the performance by more than three months, Purchaser may withdraw from the contract following a reasonable grace period in accordance with section 3.5. If delivery or performance becomes permanently impossible due to the aforementioned occurrences, we shall also have the right to withdraw from the contract. In such case, damage claims by the Purchaser shall be excluded; section 6. remains unaffected. In the event of a permanent obstruction in the performance, Purchaser shall also be entitled to withdraw from the contract. We shall immediately inform Purchaser of the delay in delivery, and in the event of a withdrawal from the contract we shall immediately return any payments already made. This regulation shall also apply in the event of loss and/or default for our own deliveries, unless we are not responsible for the loss and/or the delay.
- 3.5 In the event of a failure to meet the stipulated delivery times or delivery periods, the Purchaser has the right to withdraw from the contract if we fail to deliver

after the expiration of a reasonable grace period of at least 14 days set by the Purchaser, provided that the grace period in individual cases is not legally superfluous. The grace period must be set in writing. Any further claims or rights of Purchaser shall be excluded, unless the conditions for our liability according to sections 6.1 and 6.2 are fulfilled.

- 3.6 In the event that the Purchaser – for reasons attributable to him – is not able to accept the goods within two working days after the goods have been supplied (see section 3.1), this shall result in default of acceptance and the transfer of the risk of performance at the time we notify the Purchaser of the supply (see section 3.1).
- 3.7 If the customer delays acceptance or otherwise culpably breaches duties of cooperation, we will be entitled to demand compensation for the losses we incur in this respect, including any extra expenditure. Additional claims and rights shall be reserved.
- 3.8 In case of damage to goods in transit, visible damage shall be reported immediately in writing on delivery to the person/company carrying out the delivery. Further regulations of section 4.1 apply correspondingly. Special regulations regarding the reporting of defects set by the person/company carrying out the delivery must be observed. This report shall be sent to us without undue delay, together with a report on the damages.
- 3.9 In case of products manufactured to specification, Purchaser shall be responsible for all consequences which may result from infringements of industrial/intellectual property rights of third parties; in particular, Purchaser shall indemnify Seller from claims by third parties without undue delay.

#### 4 Defect Notification and Warranties

- 4.1 Customer claims arising from defects assume that the customer has, in accordance with § 377 HGB [German Commercial Code], duly satisfied his/her obligations of inspection and notification of defects. Otherwise, customer claims can be only be made if the purchased item, insofar as this is prescribed in the instructions for use, was subjected to the necessary safety checks and maintenance activities carried out by us or by a party authorized by us.
- 4.2 If the delivery or performance is defective within 12 months of delivery due to circumstances which occurred before the transfer of risk, we shall, at our discretion, either rectify the defect or replace the defective object of delivery with one that is free of defects. Unless otherwise agreed, the attributes of the purchased item due under the contract shall be solely as set out in our product specifications which were valid at the conclusion of the contract. Replaced parts shall pass into our ownership.
- 4.3 For repaired or replaced parts, the warranty period is 6 months, however it runs at least until the expiration of the original warranty period for the purchased items of 12 months after transfer of risk.
- 4.4 In accordance with the requirements of § 439 (4) BGB [German Civil Code], we are entitled to refuse supplementary performance. The rights of the Purchaser are determined in accordance with section 4.6 in this case. The Purchaser shall return the object of delivery to us for the purpose of rectification of defects at Purchaser's costs and Purchaser's risk. We shall, in no case, be liable for costs which result from the fact that the object of Purchase has been moved to a location different from the place of performance. At our discretion, we shall have the right to rectify the defects on the premises of the Purchaser.
- 4.5 Our liability for products supplied by third parties shall be limited to assignment of the claims which we have against the supplier of such products, provided, however, that, when effecting such assignment, we shall make available to Purchaser all details available to us regarding the supplier which enable Purchaser to pursue its claim.
- 4.6 In the event that repair or replacement or rectification of the performance is ultimately unsuccessful, or in the event of a rejection of the supplementary performance due to disproportionate expense in accordance with section 4.4, Purchaser has the right either to reduce the consideration or withdraw from the contract. The right to withdraw from the contract shall be excluded in case of only minor defects.
- 4.7 In the event that the Purchaser decides to withdraw from the contract due to a defect in quality or defect in title, and after a failed supplementary performance, Purchaser shall not be entitled to any compensation claims regarding the defect, regardless of the regulations in section 6.1 and 6.2. In the event that the Purchaser decides to claim damages after repair/replacement was ultimately unsuccessful, the goods shall remain with the Purchaser unless this is to be considered unreasonable for Purchaser. The damage claim shall be limited to the difference between the purchase price and the value of the defective goods. That shall not apply if the breach of contract was caused fraudulently.

#### 5 Prices and Payments

- 5.1 Unless otherwise stated in the order confirmation, our prices are EXW "ex works" (Incoterms® 2020); the costs of packaging, dispatch, freight, customs and insurance shall be borne by the buyer. We shall be entitled to claim from Purchaser additional costs resulting from cost increases after conclusion of the contract (for example new or increased tariffs, taxes or other duties, increase in shipping costs etc.).
- 5.2 Payment shall be made in cash, without undue delay, upon receipt of the invoice without any deduction, unless the Purchaser is expressly granted the right to pay within 30 days of the date of the invoice without any deductions. After expiry of said time limit of 30 days, Purchaser shall be in default regarding the payment. Actual receipt by the Seller shall be relevant for determining whether

payment was timely. The payment shall be made by bank transfer to the bank account specified in the invoice, quoting customer number and invoice number. Transfer costs, bill of exchange taxes and discount charges shall be borne by Purchaser.

- 5.3 A set-off shall only be permitted if the corresponding counterclaims are undisputed or have been determined by a court of law. If the Purchaser is an entrepreneur, it may only rely on the rights of retention and/or other rights to refuse performance if Purchaser's counterclaims are undisputed, or have been established by a court of law, and only if such claims are based on the same contract of purchase.
- 5.4 If terms of payment are not met, or if we become aware of circumstances that are grounds for concern, whether a deterioration of Purchaser's financial situation or an insolvency, we shall be entitled to cease any deliveries or, at our discretion, to demand prepayment of all claims, including those which are not yet due, or for which the time of payment has been extended, as well as those resulting from bills of exchange; alternatively, we may demand that adequate security is provided. If the Purchaser fails to provide prepayment, or adequate security upon request within a reasonable deadline set by us, we shall have the right to withdraw from all contracts. Furthermore, we shall be entitled to demand from Purchaser reimbursement of all costs incurred, and yet to be incurred, including lost profits.
- 5.5 As for accepted returned goods, either for exchange or for credit, which result from incorrect orders or for reasons outside our responsibility, we shall have the right to demand from Purchaser a processing fee in the amount of three percent (3%) of the net price of the goods, at least however € 80. The amount of the processing fee may be set higher or lower, depending on whether we provide proof of greater damages or Purchaser provides proof of lower damages. Returns made without an invoice number or delivery note number cannot be processed.
- 5.6 Return of consumables is excluded.

## 6 Liabilities

- 6.1 We shall be liable for damages incurred by Purchaser only in the event of intentional or gross negligence. If we commit an essential breach of obligation, we are also liable for merely slight negligence. All contractual duties are deemed essential, without which the conclusion of the contract would not even be possible and which the contractual partner should reasonably be able to expect. Our liability for slight negligence shall be limited to the direct and foreseeable damage typically occurring with regard to the respective goods and the respective contract. The aforementioned provisions shall also apply in case of negligence of our legal representatives or our vicarious agents.
- 6.2 The aforesaid limitations of liability shall not apply to claims resulting from product liability. Moreover, they shall not apply to damage to life or health or loss of life attributable to us, intentional concealment of a defect or accepted defect in the quality.
- 6.3 The statute of limitations for damage claims regarding a defect of goods applies one year after the delivery of the goods. This shall not apply if we acted with malicious intent or in the event of a case under section 6.2.
- 6.4 We produce medical devices bearing a CE-labelling according to the German Medical Devices Act. Due to this CE- labelling, the products may be launched in the member states of the European Union and the European Economic Area (EEA). A Purchaser who exports our products to countries outside these areas shall be responsible for checking whether the product may be launched in the respective country of destination. We do not grant any warranty for our products being allowed to be exported to countries outside EU and EEA and are not liable for damages arising from the breach of legal provisions in the respective country of destination.

## 7 Reservation of Title and Security Interest – Purchase of goods

- 7.1 Title of the goods delivered shall remain with us until the purchase price has been paid in full. The title of the goods delivered shall remain with us until the purchase price and all open claims resulting from the business relation with the Purchaser have been settled in full, including future claims and including obligations resulting from checks and bills of exchange created in connection with the business relation. This reservation of title shall not be affected by certain claims being included in a current account, or in cases where an account balance is established and has been accepted. In such case the reservation of title shall constitute security for the resulting balance in our favor. The reservation of title shall expire with the settlement of these current account balance claims.
- 7.2 Purchaser shall treat carefully and maintain the goods subject to reservation of title. The Purchaser shall inform us immediately of any access of a third party to the goods, such as in case of any seizure, and of any damage to or loss of the goods. Goods covered by this reservation of title in accordance with section 7.1 shall not be pawned or assigned for security. The Purchaser shall only be entitled to resell the goods if this occurs within the ordinary course of business. This right shall cease immediately if an application for the initiation of insolvency proceedings is filed or a compulsory settlement of debts (Sequestration) with regard to the assets of the Purchaser is ordered. Purchaser shall inform us without undue delay of any change of the immediate control over the goods and of any change of Purchaser's residential address. If the Purchaser is not an entrepreneur, he shall notify us of a change of residential address as long as the reservation of title under section 7.1 exists.
- 7.3 Until all our claims resulting from deliveries and services under section 7.1 have been settled, Purchaser hereby assigns to us as a security all claims resulting from the resale of the goods including ancillary claims in advance. In the event that the Purchaser includes the claim in a current account between Purchaser and his customer, the entire claim out of the current account is assigned. After a balance has been agreed upon, the said claim is replaced by the newly specified balance that shall be considered assigned up to an amount equivalent to the original claim out of the current account. Purchaser shall be entitled to

collect said assigned claims as long as Purchaser has fulfilled its obligations towards us and as long as we have not objected to such collection. We shall be entitled to withdraw the direct debit authority for justified reasons, in particular, for default of payment, cessation of payment, application for bankruptcy for the assets of the Purchaser, bill protest or justified indications for excessive debts or impending inability to meet payment obligations. Additionally, after prior notification with a reasonable grace period we may disclose the assignment of collateral, utilize the assigned receivables as well as demand the disclosure of the assignment of collateral by the Purchaser towards his customers. Debited amounts must be assigned to us as far as receivables from the business relationship of the Purchaser with us are due.

- 7.4 In the event that our security interests are affected by measures of third parties such as seizure or attachment of deliveries and/or attachment of claims, Purchaser shall inform us immediately by providing us with the documents available to him (e.g. protocols regarding the seizure etc.); Purchaser shall also inform the third party of our security interests. Purchaser shall bear all costs for legal defense measures incurred by us as a result of third parties' interference with our security interests.
- 7.5 We shall be entitled, in the event of violations of the contract on part of the Purchaser, in particular owing to default of payment, but also due to impending cessation of payment, inability to pay or negative credit enquiries, which would indicate a significant deterioration in the assets of the Purchaser, to demand the return of the reserved goods and/or to withdraw from the contract after the grace period; the Purchaser shall here and now expressly and irrevocably grant his agreement to the return of the goods. The same shall apply in the event that foreclosure, bill or check protests are made against the Purchaser. The demand for the return does not represent a withdrawal, unless this is expressly declared.
- 7.6 As far as the achievable value of all security rights that we are entitled to exceeds the secured claims by more than 10%, we shall release a relevant portion of the security rights on the request of the Purchaser. It is presumed that these conditions are fulfilled, if the estimated value of the securities that we are entitled to reaches or exceeds 150% of the value of the secured claims. The Purchaser is entitled to choose which security rights are to be released.
- 7.7 Any modification to or processing of the goods by the Purchaser shall at all times be carried out in our name and on our behalf. In the event that the goods are processed with goods not owned by us, we shall obtain co-ownership in an amount equivalent to the ratio between the value of the goods supplied by us to the value of the other goods processed. This shall apply also if the goods are combined with goods not owned by us.

## 8 Transfer of Title – Rental of goods

- 8.1 The Seller retains full ownership of the goods throughout the entire rental period. The Purchaser acknowledges that the title of the goods remains with the Seller and that no title or ownership interest in the goods shall transfer to the Purchaser at any point during or after the rental period.
- 8.2 The rental of the goods does not constitute a sale of the goods. No title, ownership rights, or interests in the goods shall pass to the Purchaser at any time unless expressly agreed in writing by the Seller. The Purchaser is only granted a temporary right to use the goods for the agreed-upon period.
- 8.3 At the end of the rental term, or upon termination of the rental, the Purchaser shall return the goods to the Seller in the same condition as received, subject to normal wear and tear. The Purchaser agrees to return the goods to the Seller's designated location within 14 days following the termination of the rental period and no title shall transfer under any circumstances unless otherwise agreed upon as outlined in 8.4.
- 8.4 If an option to purchase the goods is offered at the end of the rental term, such an option must be expressly agreed upon in a separate written agreement. Until the execution of such an agreement, the Seller retains full title and ownership of the goods. In the event the Purchaser exercises this option, and all payments have been made as agreed, title to the goods shall transfer to the Purchaser upon receipt of full payment by the Seller.
- 8.5 The risk of loss or damage to the goods shall transfer to the Purchaser upon delivery of the goods and remain with the Purchaser for the entire rental term. The Purchaser shall bear full responsibility for any loss, theft, or damage to the goods while in their possession.
- 8.6 The Purchaser shall be responsible for maintaining the goods in good working order during the rental period. Any repairs needed due to damage or misuse by the Purchaser shall be at the Purchaser's expense.
- 8.7 The Purchaser shall not encumber or permit any liens or encumbrances on the goods during the rental period. The Purchaser acknowledges that any attempt to transfer title or create a security interest in the goods is void and shall constitute a material breach of this Agreement.

## 9 Traceability of Medical Products

- 9.1 Each re-seller ensures that the product is stored in accordance with the manufacturer's storage and transport conditions for as long as it is in his responsibility
- 9.2 Every re-seller is obliged to ensure the traceability of his customers in accordance with Regulation (EU) 2017/745 on medical devices (MDR). The re-seller keeps a register in accordance with Article 14 paragraph 5 MDR and cooperates with the manufacturer accordingly.
- 9.3 The aforementioned obligations continue to apply for the period after the end of the business relationship.

northh medical GmbH, Röntgenstraße 24, 22335 Hamburg

#### **10 Device-related Data**

The Purchaser is hereby informed that the Seller and his Service Partners forward to us device-related data (device type, year of manufacture, serial number and date of maintenance) obtained within the scope of maintenance work for purposes of market and product observation.

#### **11 Place of Fulfillment, Legal Venue and Applicable Law**

Place of fulfillment for delivery and payment is Hamburg. The valid law shall be the law of the Federal Republic of Germany, excluding the conflict of law provisions. The application of UN Convention on Contracts on the International Sale of Goods (CISG) shall be excluded. The exclusive venue for business transactions with entrepreneurs, legal entities of public law or public fund assets is Hamburg. We shall, however, also have the right to file claims at any other venue as provided by law.

#### **12 Final Provisions**

In the event that a provision contained in these general terms shall be or become void, unenforceable and/or impracticable wholly or in part, this shall not affect the validity of the remaining provisions. Void, invalid and/or impracticable provisions shall be replaced by valid and practicable provisions which come as closely as possible to the original economic intent. This shall correspondingly apply to gaps in these general terms. The original German version of the General Terms and Conditions for Sale and Delivery shall prevail. Versions in other languages are merely deemed translations.