

§ 1 Scope

- (1) These General Terms and Conditions (GTC) apply to all contracts for the supply of goods and services by anmed GmbH to businesses (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law.
- (2) Any deviating or conflicting general terms and conditions of the customer shall only form part of the contract if we expressly agree to their validity in writing.
- (3) Individual agreements with the customer (including ancillary agreements, supplements and amendments) shall take precedence over these GTC; for evidential purposes, they must be in writing.

§ 2 Conclusion of Contract

- (1) Our offers are subject to change and non-binding, unless they are expressly designated as binding.
- (2) The customer's order constitutes an offer to conclude a contract. We may accept this offer within 14 days of receipt by means of a written order confirmation or by delivery of the goods.
- (3) Legally relevant declarations and notifications which the customer is required to make to us after the conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of withdrawal) must at least be in writing.

§ 3 Prices

Unless otherwise agreed, the prices valid at the time of delivery shall be charged in accordance with the price and delivery list. All prices are quoted in euros plus the VAT applicable on the day of delivery, where applicable. They apply to delivery ex Crottendorf, excluding packaging and postage.

§ 4 Delivery

- (1) Delivery dates are only binding if they have been expressly confirmed as binding.
- (2) Delivery is made as standard ex works (Incoterms 2020) from the warehouse in Crottendorf / Schwarzenberg.
- (3) Events of force majeure (e.g. natural disasters, war, pandemics, industrial action, official measures) as well as other unforeseeable circumstances beyond our control which significantly impede or render delivery impossible shall extend the delivery period by the duration of the hindrance plus a reasonable start-up period.
- (4) If delivery becomes permanently impossible due to such circumstances or is delayed by more than two months, both parties shall be entitled to withdraw from the contract with regard to the part not yet fulfilled. Any consideration already provided shall be refunded.
- (5) A reservation of supply on our part shall only apply if we have concluded a corresponding covering transaction, the non-delivery is unforeseeable and is not attributable to us. We shall inform the customer immediately of the non-availability and refund any payments already received.
- (6) Reasonable partial deliveries are permitted and may be invoiced separately.

§ 5 Delivery and Transfer of Risk

- (1) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer as soon as we hand over the goods to the carrier or – in the case of transport using our own vehicles – commence delivery.
- (2) If delivery is delayed for reasons for which the customer is responsible, the risk shall pass to the customer upon notification that the goods are ready for delivery; storage costs shall be borne by the customer.
- (3) If the customer fails to take delivery of the goods after the due date, we shall be entitled, following a reasonable grace period, to withdraw from the contract and claim damages. Instead of the specific amount of damage incurred, we may claim 15% of the net price as a lump-sum compensation. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage.

§ 6 Terms of Payment

- (1) Unless otherwise agreed, invoices are due immediately and must be paid without deduction within 14 days of the invoice date to the bank account specified on the invoice. Discounts and other deviating terms require express agreement.
- (2) The customer shall be in default without further notice of default no later than 30 days after the due date and receipt of the invoice.
- (3) During the period of default, monetary debts shall bear interest at the applicable statutory default interest rate. We reserve the right to claim further damages arising from the default.
- (4) If the customer defaults on material payment obligations or if a material deterioration in their financial circumstances becomes known, we shall be entitled to make further deliveries only against advance payment or the provision of security. Following the setting of a reasonable deadline without success, we shall be entitled to withdraw from contracts not yet fulfilled.
- (5) The customer may only set off claims against us that are undisputed or have been established by a final and binding court decision. The buyer is only entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship. The customer is not authorised to assign their contractual rights to third parties without our express written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.

§ 7 Retention of title

- (1) The goods delivered (goods subject to retention of title) remain our property until all current claims arising from the business relationship have been paid in full.
- (2) The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. The customer hereby assigns to us all claims in the amount of the invoice sum arising from the resale against its customers. We accept this assignment.
- (3) The customer remains authorised to collect the claims. Our authority to collect the claims ourselves remains unaffected. However, we shall not collect the claims as long as the customer meets their payment obligations and no application has been made to open insolvency proceedings.
- (4) The Customer must inform us immediately of any enforcement measures taken by third parties against the goods subject to retention of title or the assigned claims.
- (5) If the realisable value of the security exceeds our claims by more than 20%, we shall, upon request, release security at our discretion.

§ 8 Warranty

- (1) The statutory provisions shall apply to the Customer's rights in respect of material defects and defects of title, unless otherwise provided below.
- (2) The limitation period for claims for defects in new goods is twelve months from delivery. This does not apply to the customer's claims for damages arising from injury to life, limb or health, or from grossly negligent or intentional breaches of duty; in such cases, the statutory limitation periods apply.
- (3) If the customer is a trader within the meaning of the German Commercial Code (HGB), rights in respect of defects are subject to the customer having fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 HGB.
- (4) In the event of defects, we shall, at our discretion, provide subsequent performance by remedying the defect or delivering a defect-free item. If subsequent performance fails, is unreasonable or is refused, the customer may, in accordance with statutory provisions, reduce the purchase price or withdraw from the contract and claim damages.
- (5) In all other respects, the liability provisions in Section 9 shall apply.
- (6) The return of goods free from defects is only possible following prior consultation and agreement with us.

§ 9 Liability

- (1) Claims by the customer for damages are excluded. This does not apply to claims for damages by the customer
 - a) arising from injury to life, limb or health,

b) arising from a breach of material contractual obligations (cardinal obligations),

c) arising from intentional or grossly negligent breaches of duty on our part or on the part of our legal representatives or vicarious agents,

d) under the Product Liability Act or on the basis of guarantees given.

(2) In the event of a breach of material contractual obligations, our liability is limited to the foreseeable damage typical for this type of contract, unless there is intent or gross negligence or liability arises from injury to life, limb or health.

(3) The above limitations of liability shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

§ 10 Data processing

We process the customer's personal data for the purpose of establishing, performing and terminating the contractual relationship on the basis of Article 6(1)(b) of the GDPR and – where necessary – to comply with legal obligations (Article 6(1)(c) of the GDPR) or on the basis of legitimate interests (Article 6(1)(f) of the GDPR).

Further information on data processing, in particular regarding the categories of data processed, recipients, storage periods and the rights of data subjects, can be found in our privacy policy, which we shall make available to the customer in an appropriate form.

§ 11 Distribution and Quality Assurance

(1) Medical devices may only be procured from and supplied to authorised dealers or institutions. The customer warrants that both the supply of the products to them and the subsequent commercial steps they plan to take are in accordance with applicable law. The customer shall provide us with appropriate evidence upon request.

(2) The customer must ensure that the distribution and storage conditions required under the applicable legal provisions or regulatory requirements are complied with. This includes, in particular, suitable storage, transport and temperature conditions, insofar as these are relevant to the safety or efficacy of the products.

(3) Insofar as the Customer is a distributor within the meaning of the MDR, they undertake to comply with the general requirements set out in Article 14 of the MDR in relation to the products.

§ 12 Duties to provide information and cooperate

(1) The Customer must report to us in writing by email to info@anmed.de, with the subject line "Incident", all occurrences – even if they are not subject to any statutory or regulatory duty to provide information – reported product defects and risks associated with the use of the products, as well as any other circumstances that might necessitate a warning or recall. This method of transmission also applies to the following reporting obligations.

(2) The customer must inform us immediately of any possible counterfeits, corresponding grounds for suspicion, and any illegal trade relating to the products of which they become aware.

(3) If the customer is a healthcare facility or a member of the professional community, they must, in particular, fulfil the reporting obligations under the MPAMIV regarding suspected serious incidents to us and the competent authorities.

(4) The customer shall cooperate with us and the competent authority to ensure that the necessary corrective measures are taken to restore the product's conformity or to withdraw it from the market or recall it.

§ 13 Ensuring traceability

(1) The customer shall cooperate with us to achieve an appropriate level of product traceability.

(2) The customer shall ensure that, irrespective of the duration of the contract, it is able to fulfil its documentation obligations under Article 14(6) of the MDR vis-à-vis the authorities for at least 10 years after the last product has been placed on the market.

(3) Insofar as this is necessary to fulfil legal obligations (e.g. towards supervisory authorities, Notified Bodies or other bodies), we are entitled to use the information received from the customer and to pass it on to the relevant bodies. Any data protection requirements shall be observed in doing so

§ 14 Trademark Protection

The products supplied by us are delivered under trade name-protected designations and in protected packaging. The customer may only resell these products in their unaltered original packaging, provided that this is not precluded by mandatory statutory provisions. The removal or alteration of brand markings, labels or packaging, as well as the transfer of the products into other containers, requires our prior written consent, unless this is precluded by mandatory statutory provisions. The use of our trademarks, logos and product images for advertising purposes requires our prior written consent.

§ 15 Severability clause

Should any individual provisions of these General Terms and Conditions be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the statutory provisions (Section 306 of the German Civil Code (BGB)).

§ 16 Miscellaneous

(1) Amendments and additions to the contract and these General Terms and Conditions must be made in writing to be valid, unless a stricter form is required by law.

(2) The place of performance and exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. However, we are also entitled to bring legal proceedings against the customer at their general place of jurisdiction.

(3) The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).