

I. General information, scope of application

1. Our general terms and conditions of purchase apply only to companies, legal entities under public law and special funds under public law. They do not apply to consumers. Individual agreements made with the contractual partner in individual cases shall in any case take precedence over these Terms and Conditions of Purchase. The content of such agreements shall be governed by a written contract or our confirmation in text form.
2. These General Terms and Conditions of Purchase apply exclusively to all agreements with our contractual partner regarding the delivery of goods, services and offers. This also applies to all future transactions with the contractual partner without any specific renewed reference. Any conflicting, deviating or supplementary terms and conditions of the contractual partner not contained in these General Terms and Conditions of Purchase shall not be recognised. The acceptance of deliveries or services, their payment or reference to a letter does not constitute acceptance of the contractual partner's terms and conditions.
3. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

II. Conclusion and content of the contract, reservation of changes

1. Our order shall be deemed binding at the earliest upon submission or confirmation in text form. The contractual partner is obliged to confirm our order within a period of 2 weeks or to execute it without reservation by dispatching the ordered goods (acceptance).
2. The contractual partner must notify us of obvious errors (e.g. typing and calculation errors and incompleteness of the order, including the order document) for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
3. We may request changes to the delivery item within the scope of what is reasonable for the contractual partner. The effects of this, in particular with regard to additional and reduced costs and delivery dates, shall be settled by mutual agreement.
4. The drawings and other documents provided for the preparation of the offer are an integral part of the contract and must be returned to us with the offer or deleted. All enquiries and documents are to be regarded as trade secrets and treated as strictly confidential.

III. Prices and payment

1. The price stated in our order is binding and generally includes improvement and packaging costs. If, in exceptional cases, we expressly assume the shipping and packaging costs, the contractual partner shall ensure the most cost-effective shipping, unless we issue specific instructions. The contractual partner shall take back packaging material at its own expense at our request.
2. Unless otherwise agreed, prices are due for payment after complete receipt of the goods or services and after receipt of the invoice – at our discretion – within 10 days less 2% discount or after 30 days without deduction. Payment shall generally be made subject to invoice verification using the means of payment of our choice.
3. Our order number, item number and delivery quantity must be stated on all order confirmations, delivery notes and invoices. If one or more of these details are missing and this delays our processing in the normal course of business, the payment terms specified in paragraph 2 shall be extended by the period of the delay.
4. We are entitled to set-off and retention rights and the defence of non-performance of the contract to the extent permitted by law.

IV. Delivery time and delivery, transfer of risk

1. The delivery time (delivery date or period) specified by us in the order or otherwise applicable in accordance with these General Terms and Conditions of Purchase is binding.
2. The contractual partner is obliged to inform us immediately in writing, stating the reasons, if circumstances arise or become apparent which mean that the delivery time cannot be met.
3. Unless otherwise agreed, delivery shall be "free at factory" (FCA according to Incoterms 2020). The date of receipt of the goods by us shall be decisive for compliance with the delivery period.
4. The risk of accidental loss and accidental deterioration shall only pass to us upon handover of the goods to us, even if, in exceptional cases, sale by delivery has been expressly agreed.
5. If the contractual partner is in default, we shall be entitled, without prejudice to our statutory rights, to claim lump-sum damages amounting to 0.5% of the net order value for each full week, but not exceeding a total of 5% of the net order value. The right to prove lower or higher damages remains unaffected. In all other respects, our rights – in particular to withdrawal and compensation – in the event of default shall be determined in accordance with the statutory provisions.
6. The contractual partner is not entitled to make partial deliveries without our prior consent.

V. Product requirements, documentation

1. The contractual partner guarantees that all statutory provisions, regulations and standards relevant to the delivery item – in particular all provisions relating to product safety, materials and the environment, as well as CE conformity – are complied with.
2. The contractual partner undertakes to provide complete documentation on the goods in accordance with the statutory provisions in printed form and as an unprotected PDF file in German, English and the language required for the specific order in good time, at the latest upon delivery of the goods.

VI. Warranty claims

1. In the event of defects, we shall be entitled to the full statutory claims, with the proviso that we may in all cases demand that the defects be remedied free of charge and that the contractual partner bear any incidental costs incurred. Notwithstanding this, the warranty period shall be 30 months.
2. We shall inspect deliveries immediately upon receipt for identity and quantity as well as for externally visible damage or other defects. If a deviation is discovered during the aforementioned inspections, we shall inform the contractual partner immediately. If we discover a defect later during further processing or use, this shall also be reported immediately, without a limitation period applying.

VII. Supplier recourse

1. We are entitled to our statutory recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction in addition to the statutory claims for defects. In particular, we shall be entitled to demand from the contractual partner exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. This shall not restrict our statutory right of choice.
2. Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur.
3. In all other respects, our contractual partners shall be liable in accordance with the statutory provisions.

VIII. Product liability

1. The contractual partner shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective goods delivered by them and shall be obliged to indemnify us against any liability arising therefrom. If we are obliged to carry out a recall campaign vis-à-vis third parties due to a defect in goods delivered by the contractual partner, the contractual partner shall bear all costs associated with the recall campaign.
2. Further legal claims remain unaffected.
3. The contractual partner shall ensure that adequate protection is provided by insurance, in particular basic and extended product liability insurance, with a sum insured of at least EUR 2 million per claim. Upon request, the contractual partner shall provide evidence of insurance cover in another suitable manner. The contractual partner's liability shall remain unaffected by the insurance cover.

IX. Other obligations of the contractual partner

1. The contractual partner undertakes to ensure that the requirements of product liability law, in particular the Medical Devices Implementation Act (MPDG) and the European Medical Device Regulation (MDR – Regulation (EU) 2017/745), are complied with within its sphere of influence/control. In particular, it undertakes to ensure that only persons with the appropriate qualifications handle the goods.
2. The contractual partner further undertakes to comply with the applicable laws, regulations and official requirements in dealing with employees, environmental authorities, energy efficiency, occupational safety and health protection, and to impose these on its respective suppliers. Likewise, the contractual partner undertakes to pay its employees who fall under the Minimum Wage Act remuneration in accordance with this Act and to impose this obligation on its respective suppliers or temporary employment agencies.

X. Third-party property rights

The contractual partner warrants that all goods are free of third-party property rights and, in particular, that the delivery and use of the goods does not infringe any third-party property rights or licences. The contractual partner indemnifies us against any claims by third parties arising from any infringements of property rights and bears all costs incurred in this connection.

XI. Confidentiality

The contractual partner is obliged to keep the terms and conditions of the order and all information and documents provided by us for this purpose confidential and to use them only for the execution of the order. These may only be made accessible to persons who need to have knowledge of the confidential information within the scope of the business relationship and who have been obliged to maintain confidentiality in accordance with this provision. The same applies to work results that have been achieved using confidential information. Production resources such as models, samples, drawings or similar items provided, paid for or otherwise made available by us may not be passed on to third parties or used for third parties without our consent and must be handed over to us at the end of the contract.

XII. Place of performance

The place of performance for deliveries is the destination specified by us, unless otherwise specified, the registered office of our company at Friedrich-Wöhler-Straße 13 in 78576 Emmingen.

XII. Applicable law, place of jurisdiction

1. Our General Terms and Conditions of Purchase and the entire legal relationship between us and the contractual partner shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
2. The place of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind is 78576 Emmingen (Federal Republic of Germany). The same applies if the contractual partner does not have a general place of jurisdiction in Germany, moves its place of residence or habitual abode outside Germany after

conclusion of the contract, or if its place of residence or habitual abode is unknown at the time the action is brought. However, we are also entitled to sue the contractual partner at its general place of jurisdiction.

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