

General Terms and Conditions of Sale, Delivery and Service

(valid from 01.01.2021)

1. General

- 1.1. All deliveries, as well as services, offers and service quotations (hereinafter referred to in general as "deliveries/services") of KARL STORZ SE & Co. KG (hereinafter "KARL STORZ") are based on these General Terms and Conditions of Sale, Delivery and Service (hereinafter "GTC"). They form an integral part of all contracts that KARL STORZ concludes with its contractual partners (hereinafter "Customers") for the deliveries and services offered. KARL STORZ does not recognize any terms and conditions of the Customer that deviate from these GTC, in whole or in part, unless KARL STORZ has expressly agreed to them in writing. These GTC shall also apply exclusively if KARL STORZ performs the delivery or service to the Customer unconditionally with the knowledge of conflicting or deviating conditions of the Customer.
- 1.2. These GTC shall also be valid for future business relations with the Customer, even if they are not expressly agreed upon again between the Parties.
- 1.3. In the event of contradictory or incomplete provisions, the agreements between KARL STORZ and the Customer shall claim validity in the following order – if relevant: Individual contract, these GTC, statutory provisions. There shall be no verbal ancillary agreements between the Parties.

2. Offer, Conclusion of Contract for Deliveries and Services

- 2.1. The offers of KARL STORZ are always subject to change and are non-binding, unless they are expressly marked as binding. A contract shall only be concluded once KARL STORZ accepts the order in writing by means of an order confirmation or executes the order.
- 2.2. If the Customer's order value for new goods falls below the minimum order value of EUR 300 plus VAT, KARL STORZ shall be entitled to charge a flat-rate fee for expenses of EUR 25 plus VAT.
- 2.3. Cost estimates for repair services shall only be provided at the request of the Customer and are not binding. If no response to the cost estimate is received from the Customer by KARL STORZ within a specified period after receipt of the cost estimate, KARL STORZ shall return the service object to the Customer without repair at the Customer's expense (INCOTERMS® 2020, FCA Neuhausen ob Eck).

- 2.4. KARL STORZ reserves the right to charge a processing fee of EUR 70 plus VAT for cost estimates that do not lead to the agreement of a repair order. This shall also apply in the event that no defect can be detected on the product sent in after comprehensive testing.
- 2.5. If it is necessary for KARL STORZ to reprocess the goods before the repair order is carried out, the Customer may be charged an additional flat-rate fee of EUR 150 plus VAT.
- 2.6. If the Customer receives a repair bridging device from KARL STORZ as part of a repair order, a flat-rate fee of 4% of the current list price, but at least EUR 60 per product, shall be charged. This shall not apply to service orders that are processed in accordance with section 10.2.
- 2.7. If repair bridging devices are not returned to KARL STORZ within the granted return period (10 working days from return delivery of the service objects), a fee of 0.5% of the value of new goods per day overdue shall be charged (but at least EUR 250 plus VAT). Once 4 weeks of the granted return period have expired, the invoice shall be calculated at the price of new items. If a repair bridging device is returned in a damaged condition, KARL STORZ shall reserve the right to charge an amount equal to the repair service for the repair of the device.
- 2.8. If, in the case of repairs in the advance exchange procedure, KARL STORZ does not receive a service item back within a period specified by KARL STORZ after shipment, KARL STORZ shall be entitled to invoice the Customer for the new price of the replacement item.
- 2.9. Statements made by KARL STORZ regarding the object of delivery or service (e.g. quality, weight, performance, and dimensional specifications in brochures and offers or drawings and illustrations) shall be understood only as guidelines and shall not be construed as a declaration of guarantee. The right to use parts that are as good as new or have been reconditioned to a new condition shall always remain reserved.
- 2.10. Guarantees of quality or durability agreed upon at the time of conclusion of the contract must be made in writing to be effective.
- 2.11. If software is included in the scope of services, the Customer shall be granted a non-transferable and non-exclusive right of use to the delivered software, which shall be used at the agreed place of installation in compliance with the contractual specifications. In the case of hardware supplied with the software, this right shall be limited exclusively to use on this hardware. All other rights to the hardware and software are reserved by KARL STORZ. If software is included in a contractual product, the Customer also agrees to enter into an end

user license agreement (EULA) with KARL STORZ, which is available at www.karlstorz.com.

- 2.12. The Customer may use all documents or other information mentioned above only for the purpose of operation or maintenance of contractual objects. Before any transfer to third parties, the Customer shall require the express written consent of KARL STORZ. The Customer undertakes to neither remove nor change the manufacturer's specifications – including copyright markings – without the express prior consent of KARL STORZ.

3. Deliveries/Services and their Deadlines

- 3.1. Unless agreed otherwise, deliveries shall be CIP (place of destination) Incoterms® 2020, including packaging. The Incoterms® in the version applicable at the time of conclusion of the contract shall apply to all trade terms. The costs for freight, insurance and packaging shall be displayed separately in the invoice.
- 3.2. KARL STORZ shall be entitled to make partial deliveries or render partial services unless this is unreasonable for the Customer.
- 3.3. Deadlines and dates for deliveries and services announced by KARL STORZ are always approximate, unless a fixed deadline or date has been expressly promised by KARL STORZ.
- 3.4. The commencement of delivery or service periods shall be subject to the condition that all commercial and technical issues between KARL STORZ and the Customer have been clarified and the Customer has fulfilled all obligations incumbent upon it (e.g. submission of the documents to be procured, other provisions, permits, releases, or performance of a down payment).
- 3.5. A delivery date shall be deemed to have been met if the Customer has been notified of readiness for shipment by the deadline. If shipment has been agreed, the delivery date shall be deemed to have been met if the goods have left the KARL STORZ plant by the deadline and have been handed over in good time to the forwarding agent, carrier or other third party appointed to carry out the shipment.
- 3.6. If an agreed delivery or service date is exceeded or if KARL STORZ fails to fulfill any other contractual obligation in a timely manner, the Customer shall grant KARL STORZ a reasonable period of at least three weeks for delivery or service prior to asserting its legal claims.
- 3.7. If the delivery or service is delayed by circumstances beyond the control of KARL STORZ, the delivery or service date shall be extended by the duration of the obstruction. This shall apply in particular to operational disruptions beyond the control of KARL STORZ or its suppliers, e.g. strike, lockout, blockade,

incorrect or untimely self-delivery, shortage of energy or raw materials, interventions by public authorities through no fault of KARL STORZ, fire, flood, earthquake, war, pestilence (including epidemics and pandemics) and other events of force majeure. If a binding delivery or service date is delayed by more than three months due to such a disruption and if it is not foreseeable that the disruption will end within a further four weeks, both Parties shall be entitled to withdraw from the contract.

- 3.8. If the Customer is in default of acceptance, KARL STORZ shall be entitled to demand compensation for any additional expenses for the duration of the default, including the usual storage costs, even if the goods are stored at the KARL STORZ plant. In such cases, the date of storage shall be deemed the delivery date; the warehouse warrant shall replace the shipping documents. After expiry of a reasonable period of grace for acceptance, KARL STORZ shall be entitled to dispose of the delivery item in another way. The right to assert further claims remains reserved. This provision shall also apply to service objects.

4. Prices

- 4.1. Unless expressly agreed otherwise, the prices are INCOTERMS® 2020 CIP, with the delivery location of the Customer.
- 4.2. The value added tax shall be shown to the Customer separately in addition to the remuneration. The statutory VAT rate applicable at the time of delivery or service shall apply.
- 4.3. Insofar as the agreed prices are based on the list prices of KARL STORZ and the delivery/performance of services is not to take place until more than four months after conclusion of the contract, the list prices of KARL STORZ valid at the time of delivery/performance of services shall apply unless expressly agreed otherwise.

5. Payments

- 5.1. Payments shall be due within the agreed payment period or, in the absence of an agreed payment period, generally within 30 days without deduction from the date of invoice. Deviating terms of payment with a discount deduction can be concluded individually between the Customer and KARL STORZ. A cash discount deduction shall only be permitted in accordance with the relevant information on the invoice.
- 5.2. Irrespective of any fault on the part of the Customer, interest on arrears of payment shall be charged at the statutory default interest rate immediately after expiration of the payment period. If further reminders are required, these shall

be charged at EUR 5.00 per reminder. The assertion of further damages in the event of default remains unaffected.

- 5.3. Bills of exchange (including Customer bills of exchange), checks and assignments shall only be accepted on account of performance and will only be considered payment after they have been honored. Discounts, bill charges and similar charges shall be reimbursed by the Customer immediately upon request.
- 5.4. The Customer may only offset against the claims of KARL STORZ with undisputed or legally established counterclaims with the prior written consent of KARL STORZ. The same shall apply to the assertion of a right of retention or right to refuse performance. Rights of retention due to defects shall only be permitted under the above conditions in reasonable proportion to the defect that has occurred.
- 5.5. KARL STORZ reserves the right to demand advance payment or the provision of security to the amount of the invoice value.

6. Transfer of Risk, Shipment

- 6.1. With the application of INCOTERMS® 2020, the transfer of risk (e.g. risk of destruction, loss, damage) for all goods and partial deliveries is regulated by the transport costs and the transport risk. This shall also apply if partial deliveries are made or KARL STORZ still owes shipment in connection with the delivery.
- 6.2. If the shipment is delayed through the fault of the Customer or a vicarious agent commissioned by the Customer, the risk shall pass to the Customer from the date of notification of readiness for shipment.
- 6.3. If KARL STORZ also owes the assembly and/or commissioning of the goods, the risk shall pass to the Customer upon acceptance of the assembly and/or commissioning. If, for reasons beyond the control of KARL STORZ, acceptance has not taken place within 12 working days of written notification by the Customer that assembly and/or commissioning has been completed, the transfer of risk shall take place immediately after expiry of this 12-day period.
- 6.4. Upon transfer, the risk shall pass to the Customer as soon as the software leaves the sphere of influence of KARL STORZ. This shall also apply to the provision of software via electronic communication media (e.g. the Internet). The transfer of software shall require prior registration with KARL STORZ.
- 6.5. If shipment of the goods by KARL STORZ has been agreed, KARL STORZ shall be entitled to ship the goods by the best means it deems appropriate, unless the Customer has notified KARL STORZ in advance of any special shipping requirements.

- 6.6. All shipping costs shall be borne by the Customer, unless expressly agreed otherwise.

7. Retention of Title

- 7.1. The delivered and/or installed goods shall remain the property of KARL STORZ until full settlement of all claims, including future claims, of KARL STORZ arising from the business relationship with the Customer, including incidental claims, claims for damages and the encashment of checks and bills of exchange (so-called reserved goods). This shall also apply if payment is made on specially designated claims.
- 7.2. As long as ownership has not yet been transferred to the Customer, the Customer shall be obligated to KARL STORZ to treat the reserved goods with care, to store them carefully, to maintain and repair them at its own expense, and to insure them to a reasonable extent at its own expense against theft, breakage, fire, water and other damage at replacement value and to provide evidence of this on request. The Customer hereby assigns its claims under the insurance contracts to KARL STORZ in advance.
- 7.3. If the reserved goods are combined or mixed with a main item of the Customer or third parties or processed in any other way, it is agreed that the processing shall be carried out in the name and for the account of KARL STORZ as the manufacturer and that KARL STORZ shall acquire direct ownership or – if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the reserved goods – co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item.
- 7.4. If the Customer acts in breach of contract, in particular in the event of default in payment, KARL STORZ shall be entitled to take back the reserved goods after a reminder and withdrawal from the contract, and the Customer shall be obliged to surrender the reserved goods. Any application for the opening of insolvency proceedings against the assets of the Customer shall entitle KARL STORZ to withdraw from the contract with immediate effect and to demand the immediate return of the reserved goods.
- 7.5. In the event of attachments, seizures, or other interventions by third parties in the reserved goods, the Customer shall notify KARL STORZ immediately in writing. The Customer shall reimburse to KARL STORZ the costs incurred by KARL STORZ's intervention, in particular the court and out-of-court costs, to the extent to which the third party is not in a position to do so.
- 7.6. For customers as resellers, the following additionally applies:

- a. The Customer shall be entitled to sell the reserved goods in the ordinary course of business if it reserves title to the reserved goods vis-à-vis its buyers in accordance with this Point 7. The right of resale shall not exist if and to the extent that a prohibition of assignment with regard to the purchase price claim has been agreed between the Customer and its buyers. The Customer shall not be entitled to pledge the goods, assign them as security or otherwise encumber them.
- b. The Customer hereby assigns to KARL STORZ all claims arising from a resale of the reserved goods from the reservation of title agreed by the Customer with its customers as security for all claims, including future claims, of KARL STORZ arising from the business relationship with the Customer. This shall also apply if the reserved goods have been processed or resold to several of the Customer's buyers. KARL STORZ accepts this assignment.
- c. Even after this assignment, the Customer shall be entitled to collect the claims from a resale itself. The authority of KARL STORZ to collect the claim itself shall remain unaffected. KARL STORZ undertakes, however, not to collect the claim as long as the Customer duly meets its payment obligations, is not in default of payment, KARL STORZ has not revoked the authority to collect, and no application for the opening of insolvency proceedings against the Customer's assets has been filed. At the request of KARL STORZ, the Customer shall immediately notify KARL STORZ in writing of whom it has sold the goods to, what claims it has from the sale and shall provide all information necessary for collection, as well as hand over the relevant documents and inform the debtors of the assignment.
- d. KARL STORZ undertakes, at the Customer's request, to immediately release the securities to which KARL STORZ is entitled at its own discretion to the extent that their value exceeds – not just temporarily – the claims to be secured by more than 50%.

8. Return of Goods (Outside the Warranty)

- 8.1 KARL STORZ must expressly agree in writing to the return of the goods. The value to be remunerated upon taking back the goods shall be determined in particular on the basis of the age, condition and resalability of the goods.
- 8.2 Custom-made products that were ordered at the request of the Customer or which are not included in KARL STORZ's standard range of goods, as well as sterile goods, shall be excluded from return.
- 8.3 The Customer shall bear the risk and the costs for transportation of the returned goods.

9. Transportation Insurance/Return of Packaging

- 9.1. At the express written request of the Customer, KARL STORZ shall insure the shipment against theft, breakage, transportation, fire and water damage and other insurable risks. The Customer shall bear the costs of such insurance.
- 9.2. Insofar as KARL STORZ is obliged to take back packaging in accordance with the provisions of the Packaging Ordinance, it shall collect this from the Customer at its own expense. The Parties shall agree on the details separately.

10. Warranty Rights in the Event of Material Defects

- 10.1. The Customer must inspect the deliveries and services for any defects, quantity deviations or incorrect delivery immediately after they have been provided. The Customer must notify KARL STORZ in writing of a delivery or service that is defective in whole or in part immediately after its discovery, otherwise the delivery or service shall be deemed to have been approved. In the case of deliveries, the notification period for defects that were recognizable during the careful inspection required by the type of goods shall be no longer than seven working days after the arrival of the goods. With regard to other defects, the delivery items shall be deemed to have been approved by the Customer if the notification of defects is not received by KARL STORZ within seven working days after the time at which the defect became apparent. The provisions under this section 10 shall also apply in the case of software deliveries.
- 10.2. Insofar as a defect in the delivery or service for which KARL STORZ is responsible exists at the time of transfer of risk, and insofar as the defect was notified in good time, KARL STORZ shall, at its own discretion, either repair the defect free of charge within a reasonable period of time or effect a new delivery ("subsequent fulfillment").
- 10.3. If the rectification of the defect fails twice without success or if KARL STORZ refuses to provide subsequent performance, the Customer shall be entitled to choose between withdrawing from the contract or demanding a reduction (corresponding reduction of the purchase price).
- 10.4. The Customer shall always support KARL STORZ in the analysis of errors and the elimination of defects. It must take the necessary and reasonable measures to limit and prevent damage.
- 10.5. If a defect is due to the fault of KARL STORZ, the Customer may, under the conditions specified in Point 12, demand compensation.
- 10.6. In the case of software defects, the warranty covers fault diagnosis as well as fault and error elimination. The prerequisites for eliminating a fault are that the fault is a malfunctioning fault, that it is reproducible, that the Customer has installed any new software versions offered to it free of charge during the

warranty period, and that KARL STORZ receives all documents and information necessary for eliminating the fault. Defects in individual programs shall not entitle the Customer to terminate the contract with respect to the remaining programs. If the Customer has not concluded a software service agreement with KARL STORZ, software maintenance not covered by warranty shall be invoiced according to KARL STORZ's list prices valid at the time.

- 10.7. Liability for defects shall exclude defects due to unsuitable or improper use of the goods/service objects, in particular due to excessive loads as well as changes to the delivery item without the prior consent of KARL STORZ, faulty assembly or commissioning by the Customer or by third parties commissioned by the Customer, wear and tear due to normal wear and tear of a product caused by use or defects resulting from unauthorized repair by the Customer or by commissioned third parties, failure of components of the system environment or other damage due to external influences. In the case of software, KARL STORZ does not warrant that the software functions will meet the Customer's requirements, that the programs will work together in the selection made by the Customer, that they will run uninterruptedly and without errors, or that all software errors can be eliminated. The Customer may not derive any rights from the defectiveness of the delivery/service of KARL STORZ to the extent that there is only an insignificant reduction in the value or suitability of the delivery/service.
- 10.8. The limitation period for claims for defects is twelve months from the transfer of risk/termination of the provision of the service or, if acceptance is required, from acceptance.
- 10.9. For replaced or repaired parts of the delivery item, or in the case of a replacement delivery, the warranty period shall begin anew and shall last for twelve months from the date of the invoice, if the warranty period pursuant to Point 10.8 for the delivery item expires earlier.
- 10.10. The liability of KARL STORZ for defects within the meaning of this Point 10 shall be excluded for used delivery items, with the exception of parts that are as good as new and refurbished parts that are as good as new.
- 10.11. Any further warranty claims of the Customer against KARL STORZ or its vicarious agents for material defects not regulated in Point 10 shall be excluded.

11. Warranty Rights in the Event of Defects of Title

- 11.1. KARL STORZ shall be liable for infringements of third-party property rights by a delivery or service of KARL STORZ only to the extent that the delivery or service is used in accordance with the contract and, in particular, in the contractually intended environment of use.

- 11.2. KARL STORZ shall be liable for infringements of third-party rights only at the place of use of the delivery or service in accordance with the contract.
- 11.3. If a third party asserts against the Customer that a delivery or service from KARL STORZ infringes its property rights, the Customer shall notify KARL STORZ immediately. To the extent permissible, the Customer will leave it to KARL STORZ and, if applicable, to the suppliers of KARL STORZ to counter the asserted claims at the expense of KARL STORZ. As long as KARL STORZ makes use of this authorization, the Customer may not acknowledge the claims of the third party on its own initiative without the consent of KARL STORZ.
- 11.4. KARL STORZ shall counter any third-party claims at its own expense, and shall indemnify the Customer from all costs associated with the defense against such claims, provided that such costs are not based on the conduct of the Customer in breach of duty (e.g. use of the programs in breach of contract).
- 11.5. If a delivery or service infringes the property rights of third parties, KARL STORZ shall, at its own discretion and expense,
- a. provide the Customer with the right to use the delivery or service or
 - b. make the delivery or service free of legal infringements or
 - c. take back the delivery or service at the invoice price (less an appropriate compensation for use) if KARL STORZ is unable to achieve any other remedy at reasonable expense.
- 11.6. The interests of the Customer shall be taken into account appropriately.
- 11.7. The Customer's claims based on defects of title shall lapse in accordance with Point 10.8. Claims for damages and reimbursement of expenses shall be governed by Point 12.

12. Liability

- 12.1. The liability of KARL STORZ for damages, for whatever reason, in particular for delay, defective or incorrect delivery or performance, impossibility, breach of contract, breach of duties in contract negotiations and illegal actions, shall be limited in accordance with this Point 12.
- 12.2. KARL STORZ shall not be liable in the event of simple negligence, unless it is a matter of breach of material contractual obligations. Essential to the contract is the obligation of KARL STORZ to deliver on time, if necessary to install the delivery item or service free of material defects, to be free of defects of title and such material defects that impair the functionality or fitness for use more than only insignificantly, as well as consulting, protection and care obligations that

are intended to enable the Customer to use the delivery item in accordance with the contract or to protect the life or limb of the Customer's personnel or to protect the Customer's property from substantial damage. Otherwise, KARL STORZ shall only be liable for willful or grossly negligent conduct.

- 12.3. To the extent that KARL STORZ is liable under Point 12.2, such liability shall be limited to damage that KARL STORZ foresaw or could have foreseen as a possible consequence of a breach of contract at the time of conclusion of the contract.
- 12.4. KARL STORZ shall not be liable in any way for damage for which the Customer is responsible, in particular because the Customer has not implemented a repair recommendation issued by KARL STORZ, which the Customer has caused by incorrect operation, faulty assembly or installation or other acts and omissions, or which are due to external causes beyond the control of KARL STORZ.
- 12.5. In the event of loss of data, KARL STORZ shall be liable only for the expenditure required to restore the data if the Customer has made a proper backup of the data. In the event of slight negligence on the part of KARL STORZ, liability shall only arise if the Customer has made a proper data backup immediately prior to the measure leading to the loss of data.
- 12.6. Liability for indirect or consequential damage resulting from defects in the delivered goods or services shall only exist to the extent that such damage can typically be expected when the delivered goods or services are used for their intended purpose.
- 12.7. The above exclusions or limitations of liability shall apply equally to the representatives, legal representatives, employees and other vicarious agents of KARL STORZ.
- 12.8. The limitations of Point 12 shall not apply to the liability of KARL STORZ for intentional conduct, for guaranteed characteristics of quality, for breach of material contractual obligations, for injury to life, body or health, and in accordance with the Product Liability Act.
- 12.9. For claims for damages due to defects or other claims for damages against KARL STORZ, the limitation period shall be twelve months from the transfer of risk of the delivery or completion of the performance of the service. In cases of intent or fraudulent concealment of a defect, as well as in cases of injury to life, body or health or in cases of breach of material contractual obligations, the regular limitation period shall apply.
- 12.10. Insofar as KARLSTORZ provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed

scope of services owed by it, this shall be done free of charge and to the exclusion of all liability.

13. Duties of Cooperation

- 13.1. The Customer shall be solely responsible for compliance with the applicable laws, ordinances and safety regulations, in particular with regard to the approval, installation, operation, repair and maintenance of the goods and undertakes to fulfill these obligations on its own responsibility. This shall also apply to the observance of legal and official regulations concerning the import, transportation, storage and use of the goods/service objects. The Customer shall indemnify KARL STORZ against all claims asserted against KARL STORZ for violation of these regulations.
- 13.2. The essential obligations of the Customer include use according to the instructions for use, functional control and the exchange of consumables at necessary intervals, as well as cleaning in accordance with the instructions for use.
- 13.3. In the event of a malfunction, the Customer must immediately take the steps necessary to protect persons and property. KARL STORZ must be informed in writing. As soon as the fault has been detected, the products concerned may no longer be used unless KARL STORZ has issued its written approval.
- 13.4. If technicians are deployed on site, the Customer shall grant KARL STORZ free access to the service object. If necessary, the surroundings (e.g. operating room) must be roughly cleaned. In addition, the Customer shall ensure that qualified contact persons are present when the service is performed. Furthermore, data (e.g. patient data) in connection with service objects must be professionally backed up by the Customer at short intervals. The Customer must additionally ensure that the necessary supply connections are available and that the service objects are shielded from the rest of the business operations. KARL STORZ reserves the right to charge the Customer separately for costs incurred in connection with waiting times, e.g. if agreed deadlines are not met or access to equipment must first be provided.
- 13.5. If the Customer has a duty to cooperate in the provision of the delivery/service by KARL STORZ, KARL STORZ may demand compensation for additional expenses or damages incurred by the Customer as a result of the Customer's failure to comply with this duty of cooperation to the agreed extent. The same shall apply in the event that the Customer renders it difficult for KARL STORZ to provide the delivery/service.

14. Confidentiality

- 14.1. The Customer is obliged to keep secret all business, operational and technical matters of KARL STORZ of which it becomes aware or which become known to it in connection with the delivery/service, even beyond the duration of the contract. The Customer must not allow third parties to inspect or have access to the objects or advertising material, brochures, etc. made available to it by KARL STORZ without the written consent of KARL STORZ.
- 14.2. The duty of secrecy shall end when the information becomes publicly known without this being based on a breach of a duty of confidentiality.
- 14.3. The Customer may only advertise the business relationship with KARL STORZ with the prior written consent of KARL STORZ.
- 14.4. Any violation of the aforementioned confidentiality obligations shall entitle KARL STORZ to withdraw from or terminate all existing contracts without notice, without the Customer being entitled to claim damages or performance of goods not yet delivered.

15. Export Control

- 15.1. Fulfillment of the deliveries and services is subject to the proviso that there are no impediments to these due to national or international regulations of export and import law or any other legal provisions.
- 15.2. The Customer undertakes to support KARL STORZ in providing the necessary information and documents required for export/transfer. In addition, the Customer shall be obligated to notify KARL STORZ immediately in writing of any circumstances that come to its knowledge after conclusion of the contract and which give reason to assume a possible or actual violation of export regulations.
- 15.3. Any delays resulting from export inspections or licensing procedures for which KARL STORZ is not responsible shall invalidate any deadlines and delivery times in this respect.
- 15.4. If KARL STORZ is unable to fulfill the contract due to failure to obtain any approvals, the contract shall be deemed not to have been effectively agreed from the outset with respect to the goods/services concerned. This shall not give rise to any claims for damages or reimbursement of expenses on the part of the Customer.
- 15.5. The Customer shall be responsible for obtaining any necessary import permits.
- 15.6. The Customer undertakes to comply with the corresponding notes on export control regulations on the business documents.

16. Final Provisions

- 16.1. The Customer hereby agrees that the Customer data received in connection with the business relationship may be stored by KARL STORZ for the purpose of data processing and that the data may be transmitted to third parties (e.g. for credit checks, to insurance companies, for reports in accordance with Directive 93/42/EEC on medical devices or Regulation (EU) 2017/745 on medical devices) to the extent necessary for fulfillment of the contract.
- 16.2. Customer claims may only be assigned with the written consent of KARL STORZ.
- 16.3. KARL STORZ hereby declares that it will comply with the statutory provisions of the Minimum Wages Act (MiLoG).
- 16.4. The Customer is obliged to comply with the laws of the applicable legal system(s), including the provisions of the MiLoG. In particular, it will neither actively nor passively, directly or indirectly participate in any form of bribery or violation of the basic rights of its employees, or in child labor. Furthermore, it will assume responsibility for the health and safety of its employees at the workplace, observe the environmental protection laws, and promote and demand compliance with this Code of Conduct from its suppliers to the best of its ability. If the Customer culpably violates these obligations, KARL STORZ shall be entitled, without prejudice to further claims, to withdraw from or terminate the contract. If it is possible to remedy the breach of duty, this right may only be exercised after the fruitless expiry of a reasonable deadline for remedying the breach of duty.
- 16.5. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Stuttgart.
- 16.6. The relationship between KARL STORZ and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, excluding private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.7. Should one or more provisions of these GTC be or become invalid, this shall not affect or compromise the validity and enforceability of the remaining provisions in any way.

As at: January 2021