

**§ 1 Applicability, conclusion of contract, form**

- 1st Our deliveries, services and quotations are based on these General Terms of Sale and Delivery. They are part of all contracts we conclude with our contractual partners ("Buyers") for the deliveries and services offered by us.
- 2nd Our General Terms of Sale and Delivery apply only if the Buyer is a business (Sec. 14 BGB [German Civil Code]), a legal entity of public law or a public-law investment fund.
- 3rd Our General Terms of Sale and Delivery apply in particular to contracts on the sale and/or delivery of movable items ("Products"), regardless of whether we manufacture the Product ourselves or procure it from suppliers (Sec. 433, Sec. 650 BGB). Unless agreed otherwise, these GTC S&D shall apply as a framework agreement in the version valid at the time of the order or in the version most recently notified in text form and they shall also apply to future contracts of the same kind, without requiring our repeated reference to them in each individual case.
- 4th Our General Terms of Sale and Delivery apply exclusively. Deviating or opposing and general terms of the Buyer shall only become part of the contract if and insofar as we have expressly agreed in to their applicability. This requirement of our agreement shall apply in all cases, even if we perform the delivery to the Buyer unconditionally, whereas in knowledge of the Buyer's opposing terms or terms deviating from our GTC S&D.
- 5th The sales contract, including these General Terms of Sale and Delivery, coming into effect regularly by our order confirmation, shall be solely decisive for the legal relationships between the Buyer and us. Verbal assurances prior to the conclusion of the sales contract and subsequent additions, modifications and side agreements shall become binding only upon our written confirmation.
- 6th Individual agreements made in the specific case with the Buyer (including side agreements, additions and changes), also if they are made after the sales contract is concluded, shall take precedence over these GTC S&D in all cases. Subject to proof of the contrary, the contract in text form or our confirmation in text shall be decisive for the content of such agreements.
- 7th Declarations and notifications of the Buyer (e.g., setting of deadlines, notice of defects, withdrawal or reduction), which are relevant in legal terms and relate to the contract, shall be submitted in text form. Statutory provisions on form and further verifications, in particular, in cases of doubt as to the legitimization of the party giving the declarations, shall remain unaffected.
- 8th Notices as to the applicability of statutory regulations shall have only clarifying meaning. Therefore, the statutory provisions shall apply, even without such a clarification, unless they are directly modified or expressly excluded in these GTC S&D.

**§ 2 Offer and offer documents**

- 1st Our offers are subject to change and be non-binding, unless they are marked explicitly as being binding or if they contain a certain acceptance period.
- 2nd We reserve all property and copyrights on illustrations, drawings and other documents made available to the Buyer. Such documents must not be passed on to third parties without our explicit agreement and they must be returned to us immediately on request.
- 3rd Insofar as information about the Product to be delivered become part of the contract, this information shall contain an assurance, guarantee of properties and condition, warranty of durability or other guarantee only to the extent that we expressly extend such guarantee or assurance. The granting of an assurance or guarantee shall be effective only with our explicit confirmation.
- 4th Our sales force employees shall be authorised to represent us only if and insofar as we have issued them written power of attorney.
- 5th The Buyer's order of the Product shall be regarded as a binding declaration to conclude a contract. Unless the stated otherwise in the order, we shall have the right to accept this declaration to conclude the contract within two weeks after we have received the declaration (acceptance period). The Buyer shall be bound by its declaration for the duration of the acceptance period. We shall declare our acceptance by our order confirmation or by delivery of the Products to the Buyer.

**§ 3 Prices and terms of payment**

- 1st The prices quoted in our order confirmation or invoice, even if they differ from the offer, shall apply to all supply agreements. If the agreed prices are based on our list prices and if the delivery is to be made in accordance with the contract only four months after our order confirmation, the list prices valid on delivery shall apply, subject to an explicit agreement stating otherwise. All prices are understood in EURO ex-works, Villingendorf "EXW" (Incoterms® 2020), excluding freight, insurance, customs duties, fees and other public charges, and plus the statutory value added tax. The Buyer is obligated in case of deliveries in international sales that are exempt from the value added tax to confirm to us the receipt of the Product at the agreed place of delivery.
- 2nd A minimum order value of EUR 100 product value applies in general. Costs for postage and packaging are not counted toward the Product value. If the minimum order value is not reached, we have the right to add a logistics surcharge of EUR 25 (net).
- 3rd Our prices apply only to the scope of delivery and service listed in the order confirmation. Excess or special services shall be charged separately.
- 4th Unless agreed otherwise in text form, all invoices shall become due on the 5th day from the invoice date without deductions. In case of default of payment, the statutory provisions shall apply. We reserve claiming further default damages. Our claim for the commercial default interest rate remains unaffected (Sec. 353 HGB) [German Commercial Code].
- 5th We may invoice part deliveries, which we are allowed to make, upon each delivery.
- 6th If a due invoice amount is not paid in spite of two payment reminders, we shall call all still outstanding invoices, for which we have granted a payment target date, due immediately.

- 7th The Buyer shall have rights of set-off or withholding only if its counterclaims have been established as final and absolute or if they are uncontested or acknowledged by us. In the event of defects of our delivery, the Buyer's counter claims shall remain unaffected.
- 8th The Buyer may exercise a right of withholding only to the extent that its counter claim is based on the same contractual relationship and additionally established as final and absolute, and it is uncontested and acknowledged by us.
- 9th If it becomes anticipatable upon the conclusion of the contract that our claim for the purchase price payment is at risk due to the Buyer's absent ability to pay, we shall have the right to perform still outstanding deliveries only against prepayment or provision of a security deposit. Moreover, we shall have the right to withdrawal from the contract pursuant to the statutory provisions on the refusal of performance and – if applicable, after setting a deadline (Sec. 321 BGB). We may declare withdrawal from contracts for the supply of Products that we manufacture according to special requirements of the Buyer (special design) with immediate effect; the statutory provisions on the dispensability of setting the deadline remain unaffected.

**§ 4 Delivery, transport insurance**

- 1st Deliveries will be made ex-works, Villingendorf, "EXW" (Incoterms® 2020).
- 2nd We are authorised at all times to make part deliveries and partial performances, unless agreed otherwise.
- 3rd If a patent suit of a third party is threatened or already pending in court or regulatory requirements or comparable good causes, e.g. quality defects arisen during production, might compromise the conformity of our Products, we shall have the right to interrupt or entirely stop the supply for good cause. In that case, the Buyer may withdraw from its order for cause without observation of a notice period. Damage compensation claims of the Buyer for reason of withdrawal are excluded. We shall refund instalment or advance payments immediately for products not delivered in consequence of the withdrawal.
- 4th We have the right, whereas no obligation, to insure deliveries in the name and for the account of the Buyer. In the event of transport damages, the Buyer shall immediately initiate a damage survey by the competent bodies and inform us.

**§ 5 Delivery period, delivery delay, return shipment**

- 1st Periods and dates for deliveries and services contained in our offers or the order confirmation always apply merely as approximate information, unless a fixed period or a fixed date has been expressly assured or agreed.
- 2nd For sales ex-works, the delivery periods shall be deemed observed if we make the Products available to the Buyer within the delivery period or for the delivery date at our premises. If shipment of the Products has been agreed, the Delivery Periods and dates refer to the date of the handover to the carrier, freight forwarder or other third party contracted for the transport. The risk of accidental loss and accidental deterioration of the Products shall transfer to the Buyer on the handover to the Buyer or the transport company.
- 3rd If the Buyer is in delay of acceptance, fails to perform its actions in cooperation or if the delivery is delayed for other reasons at the Buyer's fault, we shall be entitled to demand compensation for the loss incurred for this reason, including any additional expenses (e.g. warehousing costs). For this, we will charge a flat compensation fee of EUR 20.00 per calendar day, starting on the delivery deadline or, in absence of such, on the notification of the readiness for shipment. Proof of a higher loss and our statutory claims (in particular, for the refund of additional expenses, appropriate compensation, and termination) shall remain unaffected; however, the lump sum shall be deducted from further monetary claims. It shall remain reserved for the Buyer to prove that no loss at all or only a much lower loss than the aforementioned lump sum has been incurred by us.
- 4th If we cannot keep the binding delivery deadlines for reasons outside of our responsibility (unavailability of service), we shall inform the Buyer of this immediately and simultaneously indicate the expected new delivery period/s or date/s. In the event of temporary obstructions, the delivery and performance periods shall be extended or postponed, also independently from our notification of an expected new delivery period or date, by the period of the obstruction plus an appropriate lead-time. If the service is not available within the new delivery period either, we shall be entitled to fully or partly withdraw from the contract; any consideration already paid by the Buyer shall be refunded by us without delay. Deemed a case of the unavailability of the service in this sense is in particular belated supply to us by our subcontractors (in particular, for materials and energy), if we have concluded a congruent covering transaction, or if neither the subcontractor nor we are at fault, or if we have no procurement obligation in the specific case.
- 5th We shall not be liable for delays in the delivery and delivery outages, insofar as these are caused by force majeure or other events not predictable on the date of the signing of the contract. This shall apply regardless of whether these obstructions occurred at our end or at the upstream supplier. On these conditions, we shall not be liable, in particular, in the event of strikes and legitimate lockout, measures by authorities including such that are based on measures for protection against infectious diseases or otherwise resulting from epidemics or pandemics, difficulties in the procurement of necessary approvals from authorities and other regulatory restrictions, which have not been ordered by authorities but by an enterprise to which tasks of authorities have been delegated (named entities), and which are involved in our production and supply chain by operation of law.
- 6th The occurrence of our delay of delivery is determined according to the statutory provisions. However, a warning from the Buyer shall be required in any case. If we are delayed with the delivery, the Buyer may demand a lump-sum compensation for its default damage. The lump-sum damage compensation for each full calendar week of delay shall be 0.5% of the net price (delivery value), whereas in total at most 5% of the delivery value of the Products delivered late. It shall remain reserved for us to prove that no loss or only a much lower loss than the aforementioned lump sum has been incurred by the Buyer.

- 7th The Buyer's rights under § 8 of these GTC S&D and our statutory rights, in particular, in the event of an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of the performance and/or subsequent fulfilment) shall remain unaffected.
- 8th We shall accept return shipments from the Buyer for reasons not at our fault only upon prior agreement. In these cases, we shall be entitled to charge up to 30% of the Product value to cover the costs incurred by us and, if applicable, offset them against the Buyer's claim for the refund of the purchase price. Special designs, opened packages and otherwise no longer resalable Products are excluded from returns. The freight costs for returns shall be borne by the Buyer in all cases.

## § 6 Reservation of title

- 1st We reserve the titles to the Products sold by us up until the complete payment of all of our present and future claims under the sales contract and in a current business relationship (secured claims).
- 2nd The Products subject to the reservation of title may be neither pledged nor transferred by way of security to third parties before the complete payment of the secured claims. The Buyer shall inform us in writing without delay if it has been filed for the opening of insolvency proceedings or third parties take control over the Products in our ownership (e.g. attachments).
- 3rd In the event of any actions by the Buyer contrary to the contract, in particular, in case of non-payment of the due purchase price, we shall have the right to withdraw from the contract pursuant to the statutory provisions and/or demand the surrender of the Product on the basis of the reservation of title. The demand for surrender does not simultaneously include the declaration of withdrawal; we are instead entitled to merely demand the surrender of the Products and reserve withdrawal. If the Buyer does not pay the due purchase price, we may claim these rights only if we have previously set an appropriate deadline for payment without success or if such setting of a deadline can be omitted in accordance with the statutory provisions.
- 4th Until revocation according to lit. c) below, the Buyer shall be permitted to resell and/or process the Products subject to the reservation of title in the course of ordinary business. In that case, the following provisions apply in addition.
- The reservation of title shall also cover products in their full value, which are created in result of processing, mixing or combination with our Products and of which we are regarded as the manufacturer. If the property right of third parties remains unaffected from any processing, mixing or combination with the products of these third parties, we shall acquire the co-ownership at the same rate as the invoiced values of the processed, mixed or combined products. For the rest, what applies to the product created shall also apply to the products delivered under the reservation of title.
  - As security, the Buyer assigns to us on this day already the claims against third parties opposing the resale of Products or the Product in full or in the amount of our presumed co-ownership share according to the previous paragraph. We hereby accept the assignment. The Buyer's duties specified in para. 2 shall also apply in consideration of the assigned claims.
  - The Buyer shall remain authorised to collect the receivables besides ourselves. We undertake not to collect the receivables for as long as the Buyer fulfils its payment obligations to us and its ability to pay is not impaired, and we do not claim the reservation of title by exercise of one of the rights according to para. 3. If this is the case, however, we may demand that the Buyer disclose the assigned receivables and their debtors, provide all information required for collection, surrender the related documents, and inform the debtors (third parties) of the assignment. Furthermore, we shall be entitled in this case to revoke the Buyer's authorisation for resale and processing of the Products subject to the reservation of title.
  - If the realisable value of the securities exceeds our receivables by more than 10%, we shall be obligated on the Buyer's request to release securities at our choice.

## § 7 Warranty for defects

- 1st Unless determined otherwise hereinbelow, the statutory provisions apply to the Buyer's rights in the case of property defects and defects of title (including incorrect or short delivery). The special statutory provisions shall remain unaffected in all cases, on final delivery of the unprocessed Products to a consumer, even if the customer has processed them further (supplier recourse according to Sec. 478 BGB). Claims arising from supplier recourse shall be excluded if the defective Product has been processed further by the Buyer or another entrepreneur, e.g. by installation into another product.
- 2nd Our warranty for defects is foremost based on the agreements made regarding the properties and condition of the Product. All Product descriptions and manufacturer specifications that are part of the individual contract or published by us (in particular, in catalogues or on our homepage) at the time of the conclusion of the contract shall be deemed agreements on the properties and condition of the Product.
- 3rd Insofar as nothing has been agreed regarding properties and condition, whether or not a defect is present shall be evaluated pursuant to the statutory provisions (Sec. 434 (1) sent. 2 and sent. 3 BGB). However, we do not accept any liability for the public statements by third parties or us (e.g. promotional statements), which have not been identified to us as being decisive for the purchase by the Buyer.
- 4th We shall generally not be liable for defects the Buyer knows or gross negligently fails to know on the conclusion of the contract (Sec. 442 BGB). The Buyer's warranty rights require that it has fulfilled its statutory duties of inspection and notification of defects (Sec. 377, Sec. 381 HGB). An inspection shall be carried out directly before the processing in all cases for implants and Products otherwise intended for further processing. If a defect becomes apparent on delivery, in the inspection or at any later point in time, we shall be informed thereof in writing without delay. Obvious defects shall be notified in any case within 3 workdays from delivery and defects not detectable in the inspection shall be notified in writing within the same period

from discovery. If the Buyer fails to carry out the proper inspection and/or give the notice of defects, our liability for the defect not notified or not on time, or not notified in the correct manner shall be excluded pursuant to the statutory provisions.

- 5th We exclude liability for the absence of patent or other proprietary rights of third parties.
- 6th If the delivered object is defective, we may initially choose between subsequent performance by repair of the defect (reworking) or by delivery of an object without defects after fulfilment (replacement delivery). Our right to refuse subsequent performance on the legal conditions remains unaffected.
- 7th We shall be entitled to make the owed subsequent performance contingent on the Buyer's payment of the due purchase price. The Buyer shall be entitled, however, to withhold an appropriate part of the purchase price in proportion to the defect.
- 8th The Buyer shall give us sufficient time and opportunity to perform the owed subsequent performance, in particular had over the complained Product for testing purposes. In the event of a replacement delivery, the Buyer shall return the defective object to us in accordance with the statutory provisions.
- 9th The expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, work and material costs and, if applicable, deinstallation and installation costs shall be borne or refunded by us in accordance with the statutory provision if a defect is in fact present. Otherwise, we can demand compensation from the Buyer for the costs arising from the unjustified request for the correction of defects (in particular the costs for inspection and transport), unless the missing defectiveness was undetectable to the Buyer.
- 10th The Buyer shall not have a right to correct the defect on its own even in urgent cases, e.g. if there is a risk to operating safety, or so as to avert disproportionate damages. The Buyer shall inform us immediately of the urgency of the rectification of the defect.
- 11th If the subsequent performance fails or if an appropriate period to be set by the Buyer for the subsequent performance has passed unsuccessfully, or if such a deadline can be omitted pursuant to the statutory provisions, the Buyer may withdraw from the sales contract or reduce the purchase price. However, no right of withdrawal shall apply in the event of a minor defect.
- 12th Claims of the Buyer for damage compensation or the refund of useless expenses, including in cases of defects, shall apply exclusively in accordance with § 8 and be excluded for the rest.

## § 8 Further liability

- 1st Unless stated otherwise in these GTC S&D including the following provisions, we shall be liable for a breach of contractual and non-contractual duties pursuant to the statutory provisions.
- 2nd We shall not be liable for damages having been caused by use of our Products contrary to the intended use, absent care, improper use and handling.
- 3rd We shall be liable for damage compensation – regardless of the legal reason – within the scope of the liability for fault in cases of intent and gross negligence. Subject to statutory liability limitations (e.g. care applied to own matters, minor breach of duty), we shall be liable for simple negligence, only
- for damages resulting from the injury to life, body or health;
  - for damages arising from the breach of an essential contractual duty (duty the fulfilment of which enables the correct performance of the contract in the first place and the fulfilment of which the contractual partner regularly relies upon and may rightly rely upon); in this case, our liability, however, shall be limited to the predictable, typically occurring, direct damage.
- 4th We exclude liability for consequential damage from defects. We shall not be liable, in particular, for costs of prior marketing (e.g. customer acquisition, print media, personnel, etc.), initial costs of any kind, lost profit.
- 5th The liability limitations resulting from para. 3 and 4 shall also apply in relation to third parties and in cases of breaches of duty by persons (also in their favour) for whose fault we are accountable pursuant to the statutory provisions. This shall not apply, insofar as we have fraudulently concealed a defect or given assurance for the Product's properties and conditions, nor to claims of the Buyer pursuant to the Product Liability Act.
- 6th The Buyer may withdraw from or terminate the contract on grounds of a breach of duty only if we are responsible for the breach of duty. A discretionary right of the Buyer to terminate the contract (in particular pursuant to Sec. 650, Sec. 648 BGB) is excluded. For the rest, the statutory requirements and legal consequences apply.

## § 9 Termination for cause in the case of continuing obligations

- 1st Continuing obligations, especially master supply agreements, can be terminated by us at any time for good cause, without observation of a notice period. Good cause is given, if
- the industrial property rights underlying the production have been challenged by third parties or filings for proprietary rights do not result in the grant of a proprietary right;
  - the contractual Products including the property rights must not be marketed due to a legal or valid court-ordered or final and absolute regulatory prohibition;
  - a certification required for the marketing of the contractual Products is withdrawn or revoked or otherwise not granted or extended by the authorities or named bodies to which corresponding powers have been delegated;
  - we discontinue the production of individual Products or Product groups and/or the certification for company-internal or regulatory reasons; in this case, we shall observe a notice period of three months toward the end of the quarter;
  - the Buyer breaches essential contractual duties in spite of a warning, notably but not exclusively by
    - using or advertising or otherwise misusing our medical devices contrary to their intended use;
    - not preventing third parties from challenging the property rights underlying the production;

- f. the Buyer does not satisfy its payment obligations or acceptance duties in the current business relationship to the complete extent or only at a delay or if it temporarily discontinues satisfaction of its payment obligations or acceptance duties;
- g. an application for the opening of insolvency proceedings has been filed over the assets of the Buyer or insolvency proceedings have not opened or rejected for a lack of assets.
- 2nd For the rest, Sec. 314 BGB applies with the proviso that a warning shall be issued at least in text form for it to develop legal effects.
- 3rd Damage compensation claims of the Buyer for reason of termination for cause are excluded. If we invoke a cause according to para. 1 lit. a to lit. c, this shall apply only if the occurrence of the event presenting cause was not predictable to us.

#### § 10 Limitation

- 1st In deviation from Sec. 438 (1) no. 3 BGB, the general limitation period of one year from delivery shall apply to claims arising from property defects and defects of title. If an acceptance is agreed, the limitation period shall begin on the handover.
- 2nd The special statutory provisions on limitation shall also remain unaffected (in particular Sec. 438 (1) no. 1, (3), Sec. 444, Sec. 445b BGB).
- 3rd The aforementioned limitation periods under the law governing contracts on the sale of goods shall also apply to contractual and non-contractual damage compensation claims of the Buyer, which are based on a defect of the Product, unless the application of the regular statutory limitation period (Sec. 195, Sec. 199 BGB) would lead to a shorter limitation period in the individual case. However, damage compensation claims of the Buyer according to Sec. 8 (3) sent. 1 and sent. 2, lit. a and pursuant to the Product Liability Act shall lapse by limitation exclusively according to the statutory limitation periods.

#### § 11 Traceability, retention period

- 1st The Buyer is obligated to maintain the traceability of our Products up to its end customer and further to impose this requirement on all downstream dealers.
- 2nd The Buyer is obligated in the event that the Products delivered by us are transferred to third parties nationally and internationally to observe the respectively applicable regulations of national and international (re-)export control law. In all cases, it shall observe the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America. Insofar as inspections are required for export control, the Buyer shall transmit all information to us, without delay upon request, as to the ultimate recipient, final destination and intended use of the Products delivered by us and the related export control restrictions. The Buyer shall indemnify us to the full extent from all claims brought against us by authorities or other third parties for the Buyer's failure to observe the legal obligations under export control law.
- 3rd The Buyer must retain all data for tracing the Products delivered by us for a period of 10 years from the last delivery.
- 4th The Buyer shall inform us immediately about any incident or potential incident involving one of our Products and pass on all required information to us, and cooperate with us in the event of a Product recall or corrective measure.
- 5th In the event of a breach of one of the duties incumbent on the Buyer pursuant to para. 1 to para. 4, the Buyer undertakes to compensate all damages and expenses incurred by us in this context, unless it is not responsible for the breach of duty. This is not associated with a reversal of the burden of proof.

#### § 12 Compliance

- 1st The Buyer is obligated to comply with all laws and regulations relating to the performance of the sales contract and the use, resale, marketing and export of our Products, which apply to it and the legal relationship with us, in particular, also with the regulations of the German Minimum Wage Act (MiLoG) and it shall be guided by directives and recommendations of the Global Compact of the United Nations.
- 2nd The Buyer shall be obligated, within the scope of the general obligation of legal conduct, not to undertake any action or refrain from any actions, which may lead to fraud, or embezzlement, criminal insolvency offences, criminal offences against competitors, granting advantages, accepting benefits, accepting bribes, bribery, or similar offences being committed by persons employed by the Buyer or other third parties. Regardless of whether the concrete conduct is threatened punishment or monetary fine, the Buyer shall adhere to the general laws against money laundering, refrain from corruption, comply with the laws against child labour, observe the legal regulations of international trade, and export and import prohibitions as well as embargo regulations, and comply with the legal regulations on work safety, environmental protection and data protection. The Buyer must not collude with competitors on prices, quantities and conditions and not make agreements with competitors on market allocation.
- 3rd The Buyer is obligated, in particular
- to observe the legal regulations against corruption and bribery in the interaction with hospitals and other medical institutions, doctors, pharmacies and other medical professionals (including the regulations of the medical profession and public service, and social insurance law);
  - not to grant third parties in connection with the distribution, marketing or resale of our Products any impermissible remuneration, gifts or other economic benefits, especially not in the cooperation with public officials, hospitals, medical institutions, doctors or other medical professionals.
- 4th The Buyer assures that it knows the content of the ethical codes and the codes of conduct of the recognised industry associations of the medical devices industry. These are in particular the Kodex Medizinprodukte des Bundesverbands Medizintechnologie e.V. [Medical Devices Code of the Federal Association of Medical Technology] – joint standpoint on the evaluation

- of the cooperation between industry, medical institutions and their staff under criminal law – and the EUcomed Guidelines on Interaction with Health Care Professionals.
- 5th The Buyer shall avoid or disclose to REGER any conflicts, which might arise from its private interests and the interests of REGER Group on the first indication already. This applies in particular to conflicts of interest that might arise from the employment of related persons at REGER, a company of the REGER Group or the Buyer.
- 6th As part of the protection of human rights, the Buyer shall refrain from any discrimination based on race, ethnic origin, gender, religion, ideology, physical disability, age or sexual identity at its company or in relation to REGER and its group affiliates.
- 7th The Buyer shall ensure, insofar as verifiable at reasonable effort, that the aforementioned obligations are implemented and observed in its own supply chain.
- 8th In the event of a violation of the aforementioned compliance rules, REGER shall have the right to terminate the existing legal transactions for good cause, without observation of a notice period, by withdrawal or termination and to discontinue all pending negotiations.

#### § 13 Data processing

The Buyer consents to the storage of the data, which are received in the context of the business relationship for the purpose of the processing of the business relationship by us, and to the transfer of the data to third party to the extent required for the performance of the contract (e.g. for credit checks, to insurance companies, for reports pursuant to the MPAMIV [Ordinance on the report of suspected serious incidents involving medical products and the exchange of information with authorities]).

#### § 14 Applicable law, place of jurisdiction

- 1st The law of the Federal Republic of Germany applies to the exclusion of the private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 2nd The courts competent for Rottweil a. N. shall have jurisdiction for all disputes arising from or in connection with the contractual relationship, to the legally permissible extent. However, we shall also be entitled in all cases to file suit in the place of the performance of the delivery obligation according to these GTC S&D or according to an individual agreement taking precedence, or in the court at the Buyer's general place of jurisdiction. Any legal regulations taking precedence, in particular regarding exclusive jurisdiction shall remain unaffected.

#### § 15 Final provisions

- 1st Claims of the Buyer may be assigned only with our agreement.
- 2nd We have the right to transfer sales contracts and/or rights and duties under them without the Buyer's agreement to a company affiliated with REGER Medizintechnik GmbH in the definition of Sec. 15 seqq. German Stock Corporation Act.
- 3rd Legal transactions the Buyer concludes with us shall also continue to be in full force and effect in its remaining parts in the event that individual provisions of these GTC S&D should be invalid. If continuing the contract should represent an unacceptable hardship for one of the Parties, the affected Party may withdraw from the contract to the exclusion of further rights.

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