TERMS OF TRADE

Terms of Trade of Endolab Mechanical Engineering GmbH

These Terms of Trade apply as of the date of publication. Endolab Mechanical Engineering GmbH may amend these Terms of Trade with effect for future Contracts. Each Contract is governed by the version of these Terms of Trade applicable at the time the order is placed; the current version is available on our website.

1 INTERPRETATION

1.1 "CLIENT" means the person, firm or company that commissions SERVICES from ENDOLAB and whose order is accepted by ENDOLAB in Writing. “ENDOLAB” or “CONTRACTOR” means

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"SERVICES" means all work which the Contractor is to supply following these Terms of Trade. The Contractor mainly provides testing services, expert evaluations and related analyses for medical devices and other test specimens. "TERMS OF TRADE" means the standard terms and conditions for the provision of Services set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Contractor. "CONTRACT" means the contract for the performance of the Services. "WRITING" includes e-mail and other text form within the meaning of § 126b BGB. "FORCE MAJEURE" means in relation to either the Contractor or the Client any circumstances beyond the reasonable control of that party (including without limitation strikes, lockouts, or other industrial action, epidemics, cyberattacks, governmental measures and export restrictions). Events caused by a breach of one’s own contractual obligations shall not be regarded as force majeure.

1.2 The headings in these conditions are for convenience and shall not affect their interpretation.

1.3 These Terms of Trade apply exclusively to entrepreneurs within the meaning of § 14 BGB, legal entities under public law and special funds under public law.

2 BASIS OF PROVISION OF SERVICES

2.1. The Contractor shall provide, and the Client shall commission the Services in accordance with any written quotation of the Contractor which the Client accepts or any written order of the Client which is accepted by the Contractor subject in either case to these Terms of Trade which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is purported to be made by the Client, even if the Contractor does not expressly object to them or performs the Services without reservation.

2.2. No variation of these conditions shall be binding unless agreed in Writing between the authorised representative of the Client and the Contractor.

2.3. The Contractor’s employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Contractor in Writing. The Contractor’s employees and agents are not authorised to make legally binding amendments or guarantees on behalf of the Contractor unless expressly authorised to do so or unless confirmed by the Contractor in Writing. Statements

regarding the Services remain unaffected to the extent they are consistent with the agreed specification.

2.4. The Client accepts the actual test procedures, be it custom tests or according to standards, as indicated in the offer.

2.5. If there is any conflict between the documents forming part of the Contract, the following order of precedence shall apply: (i) expressly agreed special terms, (ii) order confirmation, (iii) quotation, (iv) Terms of Trade. Any terms of the Client shall apply only if expressly accepted by the Contractor in Writing.

3 ORDERS AND SPECIFICATION

3.1. No order submitted by the Client shall be deemed to be accepted by the Contractor unless and until confirmed in Writing by the Contractor.

3.2. The quantity and description of any specification for the Services shall be those set out in the Contractor's confirmation in Writing sent according to clause 3.1 hereof.

3.3. The Contractor reserves the right to make any changes in the specification of the Services after providing this information in Writing to the Client and after the Client's approval.

3.4. The Client may terminate the Contract at any time before the Services have been completed. Termination shall be made in Writing. In the event of such termination, the Contractor shall be entitled to the agreed remuneration, less the expenses saved as a result of the termination and any amounts earned or maliciously not earned through alternative use of its capacities. Instead, the Contractor may claim a flat-rate compensation amounting to (a) 10 % of the agreed net price if the termination is received before testing has started, or (b) the price of the testing steps already performed if the termination is received after testing has started. The Client is entitled to prove that the Contractor has incurred no loss or a significantly lower loss than the flat-rate compensation. The Contractor is entitled to prove and claim a higher amount in accordance with the second sentence of this clause.

3.5. All test procedures will be performed according to international standards, internal standards or confirmed specifications. No responsibility will be accepted for the correctness of the standards and specifications as indicated above.

3.6. The Client shall provide all cooperation, information, documents, test specimens, approvals and decisions required for the performance of the Services in a timely manner. If the Client fails to provide such cooperation or provides it late, the agreed performance periods shall be extended appropriately. The Contractor shall be entitled to invoice any additional costs and expenses resulting from the delay. Test specimens shall be delivered clean and, where applicable, sterilised or decontaminated, together with a written declaration of decontamination. The Client shall inform the Contractor in Writing of any hazards associated with the test specimens before delivery and shall be liable for any damage resulting from a breach of these obligations. The Contractor's statutory rights shall remain unaffected.

3.7. The Client acknowledges that test specimens may be altered, damaged or destroyed by the testing. The Contractor shall not owe any compensation for test specimens that are altered, damaged or destroyed as an intended or unavoidable consequence of the testing.

3.8. The Client shall provide all cooperation, information, documents, test specimens, approvals and decisions required for the performance of the Services in a timely manner. If the Client fails to provide such cooperation or provides it late, the agreed performance periods shall be extended appropriately. The Contractor shall be entitled to invoice any additional costs and expenses resulting from the delay. The Contractor's statutory rights shall remain unaffected.

4 ALTERATIONS AND MODIFICATIONS

4.1. The order fixes the scope of the services. Changes in the scope have to be arranged before the test procedure or other services have been started. Changes requested by the Client require the

Contractor's consent in Writing and may be subject to an adjustment of price and schedule. The terms for termination of the Contract according to 3.4 apply.

4.2. The Contractor may entrust laboratories qualified and monitored by the Contractor with laboratory activities related to the order. The Contractor shall inform the Client in advance of the specific laboratory activities to be performed by such external laboratories; by accepting the offer, the Client approves their use. Any later use of external laboratories requires the prior approval of the Client in Writing.

5 PRICE OF THE SERVICES

5.1. The price of the Services shall be the Contractor's quoted price or, where no price has been quoted (or a quoted price is no longer valid), at the Contractor's then current rates. All prices quoted, unless otherwise provided, are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Contractor without giving notice to the Client.

5.2. All payments shall be made in EUR without any deduction. If the Client is required by law to withhold taxes, it shall increase the payment so that the Contractor receives the full invoiced amount. Bank charges shall be borne by the Client.

5.3. The Contractor reserves the right to invoice the Client for audits executed or commissioned by the Client at the Contractor's hourly rates applicable at the time.

6 TERMS OF PAYMENT

6.1. Unless the payment terms set out in the Contractor's quotation or otherwise agreed in Writing provide otherwise, the Contractor shall be entitled to invoice the Client either before (prepayment) or after the Services have been performed.

6.2. Advances corresponding to the services already performed may be claimed at any time.

6.3. The Client shall pay the price of the Services together with any Value Added Tax payable thereon within the terms quoted in the invoice, or otherwise within 15 days of the invoice date.

6.4. If the Client fails to make full payment of the price of the Services and the delivery costs together with any Value Added Tax payable thereon by the due date, then without prejudice to any other right or remedy available to the Contractor, the Contractor shall be entitled to:

a. withdraw from the Contract after a reasonable period set for payment has expired without result, or suspend further Services under the Contract and under any other contract with the Client until payment has been made; and

b. charge the Client default interest at the statutory rate pursuant to § 288 (2) BGB (nine percentage points above the base interest rate) and the lump sum pursuant to § 288 (5) BGB; the right to claim further damages remains unaffected. If the Client is in default with a not insignificant amount or ceases payments, all outstanding invoices of the Contractor to the Client shall become immediately due and payable.

6.5. Complaints about the invoice have to be substantiated and must be drawn up in Writing within 14 days of receipt of the invoice. If no complaint is made within this period, the invoice shall be deemed accepted.

6.6. The Client may only set off claims or exercise rights of retention that are undisputed or have been finally established by a competent court.

7 TECHNICAL COMPLAINTS

7.1. Obvious defects of the Services must be notified to the Contractor in Writing, with reasons, within 30 days of delivery of the report; hidden defects within 30 days of their discovery. If § 377 HGB applies, the Client's obligations under that provision shall remain unaffected.

7.2. The Client will receive a confirmation of receipt within 5 days after receipt of the complaint by the Contractor.

7.3. If the Contractor regards the complaint as unsubstantiated and the Client does not agree, the Client has the right to demand a repetition of the Services within 3 months. The repetition can be performed by the Contractor. The Client has the right to refuse the repetition by the Contractor. In that case, the repetition shall be performed by an independent accredited laboratory agreed upon by both parties in Writing.

7.4. The complaint is regarded as justified if the results are not statistically different, or if the standard deviation of comparable literature results does not touch or overlap.

7.5. The costs have to be paid by:

a. The Contractor if the complaint is justified

b. By the Client if the complaint is not justified

7.6. In all other respects, the Client's statutory rights in the event of defects shall apply, subject to clauses 9.6 to 9.10. Claims for defects shall become time-barred twelve (12) months after acceptance of the Services, which shall be deemed to have taken place upon delivery of the report unless the Client objects to it in writing with reasons within 30 days. This shall not apply in the cases of unlimited liability under clause 9.6.

8 TIME LIMIT AND DELAY

8.1. Any time for the delivery of the Services agreed between the Client and the Contractor is an estimate only of the anticipated time of delivery. Unless otherwise agreed, delivery and service dates are subject to change.

8.2. The Contractor's liability for damage caused by delay shall be governed by clause 9.6.

8.3. If the Contractor is responsible for a delay, the Client may withdraw from the Contract after a reasonable grace period set by the Client in Writing has expired without result. The Client's statutory rights, including claims for damages under clause 9.6, shall remain unaffected.

8.4. The Contractor will return the tested specimens after the test is finished. The Client will cover the transportation fees. Shipping is at the Client's risk; the risk passes to the Client when the products are handed over to the carrier. At the Client's request and cost, the Contractor will insure the shipment.

8.5. If the Client does not wish the specimens to be returned, the Contractor shall store test specimens for two (2) years after delivery of the report. Thereafter the Contractor shall, at the Client's option and cost, return the test specimens to the Client or dispose of them. If the Client does not respond within four (4) weeks of a request in Writing, the Contractor may dispose of the test specimens at the Client's cost. Longer storage is subject to a storage fee in accordance with the Contractor's then current rates.

9 DEFECTS AND LIABILITY

9.1. The Contractor shall perform the Services in accordance with the agreed specification and test procedures. The Contractor does not warrant that the Services or test results will achieve a particular commercial, regulatory or clinical purpose unless expressly agreed in Writing.

9.2. The Contractor shall not be liable for defects or deficiencies in the Services to the extent they result from drawings, designs, specifications, information, test specimens or other materials supplied or

prescribed by the Client, unless the Contractor recognised or should have recognised their unsuitability and failed to notify the Client.

9.3. Subject to clause 9.6, the Contractor shall not be liable in respect of the clinical application of the products tested or of the results of R&D services performed. The Client remains solely responsible for the safety and regulatory conformity of its products.

9.4. Subject to clause 9.6, the Contractor shall not be liable for any delay in manufacturing of the products tested or R&D services performed.

9.5. The Contractor shall be liable without limitation (a) for damage caused intentionally or by gross negligence, (b) for damage resulting from injury to life, body or health, (c) under the German Product Liability Act (where applicable), and (d) to the extent the Contractor has expressly assumed a guarantee in Writing.

9.6. In the event of a breach of an essential contractual obligation caused by slight negligence, the Contractor's liability shall be limited to the damage that was foreseeable and typical for this type of contract at the time the Contract was concluded. Essential contractual obligations are obligations whose fulfillment makes the proper performance of the Contract possible in the first place and on whose compliance the Client regularly relies and may rely. In such cases, the Contractor's liability shall not exceed the higher of the net order value and EUR 100,000 per damage event, and the higher of two times the net order value and EUR 250,000 in the aggregate for all damage events arising under or in connection with this Contract. Several damage events arising from the same cause shall be deemed one damage event.

9.7. Otherwise, the Contractor shall not be liable for slight negligence.

9.8. The above limitations shall also apply to the personal liability of the Contractor's legal representatives, employees and vicarious agents.

9.9. The above limitations shall not apply where mandatory statutory law provides otherwise.

10 FORCE MAJEURE

If either party is prevented from performing its obligations by Force Majeure, its obligations shall be suspended for the duration of the hindrance plus a reasonable start-up period. If the hindrance lasts longer than eight (8) weeks, either party may withdraw from the Contract in respect of the Services not yet performed. Services already performed shall be paid for. Claims for damages arising solely from the Force Majeure event shall be excluded, except in cases of mandatory statutory liability or liability under clause 9.6 (a).

11 INSOLVENCY

11.1. If the Client ceases payments, if insolvency proceedings are applied for in respect of its assets, or if it becomes apparent that the Contractor's claim to payment is jeopardised by the Client's lack of ability to pay, the Contractor may perform outstanding Services only against advance payment or the provision of security and, if these are not provided within a reasonable period, withdraw from the Contract (§ 321 BGB).

11.2. Nevertheless, unless the Contractor expressly elects, the Contract shall remain in existence notwithstanding any exercise by the Contractor of its rights according to clause 11.1.

12 COPYRIGHT

12.1. Subject to full payment, the Client shall receive a non-exclusive, perpetual, irrevocable and transferable right to use the reports for all purposes relating to the tested products, in particular for regulatory purposes such as technical documentation and submissions to notified bodies and authorities. The Client may refer to the Contractor by name for these purposes. Reports may only be reproduced in full unless the Contractor has approved otherwise in Writing.

12.2. The Client may use the test data and results relating to its products without restriction.

12.3. All other rights, in particular copyright and know-how relating to the reports, test methods, technical procedures, test fixtures and documentation drawn up by the Contractor, remain with the Contractor.

12.4. Any other use of the name ENDOLAB, in particular in advertising or other publications, requires the prior approval of the Contractor in Writing.

13 CONFIDENTIALITY

13.1. All information obtained or created during the performance of laboratory activities is treated confidentially by the Contractor. The publication of this information is not intended. Anonymous information, e.g., test results without any conclusion to the customer or product, may be published after the Client has been informed in advance.

13.2. When the Contractor is required by law or authorized by contractual arrangements to release confidential information, the Client – unless prohibited by law – will be notified of the information provided.

13.3. The Contractor may use third-party service providers, including providers of IT, cloud-hosted and artificial-intelligence-based software services, to process information within the meaning of clause 13.1 to the extent necessary for the performance of the Services, including the preparation and review of reports. Such service providers shall be bound in Writing to confidentiality, shall process the information solely on the Contractor's behalf and shall not use it to train or improve any machine-learning models. Such processing does not constitute a release of information within the meaning of clause 13.2.

14 APPLICABLE LAWS

14.1. The construction, validity, and performance of these Terms of Trade and the Contract shall be governed in all respects by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14.2. The Contractor and the Client agree to submit to the exclusive jurisdiction of the courts competent for the Contractor’s registered office; the Contractor is also entitled to bring an action at the Client’s general place of jurisdiction as regards any claim or matter arising under these Terms of Trade or the Contract.

14.3. If any provision of these Terms of Trade is held by any Court or other competent authority to be void or unenforceable in whole or in part, these Terms of Trade shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

14.4. If these Terms of Trade are provided in German and English. In the event of inconsistencies, the English version shall prevail.

Endolab Mechanical Engineering GmbH
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