

## 1. Scope of application

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GT&Cs") shall apply to all deliveries and services (hereinafter referred to uniformly as "Services") by suppliers, subcontractors and contractors (hereinafter referred to uniformly as "Supplier(s)") to CWS Healthcare Deutschland GmbH & Co. KG (hereinafter referred to as "CWS"), if the Supplier is an entrepreneur, a merchant within the meaning of the German Commercial Code (HGB) or a legal entity under public law.

1.2 These GT&Cs shall also apply to all future contracts concluded by CWS with its Suppliers without the need for a renewed reference to the inclusion of the GT&Cs.

1.3 The GT&Cs shall apply exclusively; this shall also apply if CWS does not expressly object to supplementary terms and conditions of the Supplier. Any conflicting, deviating or supplementary terms and conditions of business of the Supplier are hereby rejected and shall not become part of the contract, unless CWS has expressly agreed to their validity in writing. This shall also apply if CWS accepts Services without reservation in the knowledge of conflicting, deviating or supplementary terms and conditions of the Supplier, or refers to a letter which contains or refers to contractual terms and conditions of the Supplier or a third party.

## 2. Offers and purchase orders

2.1 The Supplier shall adhere exactly to the non-binding enquiry of CWS in its offer with regard to quantity and quality, and shall expressly point out any deviations. The offer is free of charge and non-binding for CWS.

2.2 Subject to proof to the contrary, only orders placed or confirmed by CWS in writing or electronically shall be binding.

2.3 The Supplier shall notify CWS of obvious errors (e.g. spelling or calculation errors) in and omissions from the purchase order for the purpose of correction; otherwise the contract shall be deemed not to have been concluded.

2.4 Each order of CWS shall be confirmed by the Supplier in writing within three (3) working days, stating a delivery date determined by calendar. If the order confirmation is not received by CWS within five (5) working days after the order, CWS shall no longer be bound by the order. Changes, deviations and additions to the order by the Supplier require the written approval of CWS to be effective.

## 3. Terms of delivery; default; right of withdrawal

3.1 DDP (Incoterms 2020) shall apply to all deliveries, unless otherwise agreed in writing in the individual orders.

3.2 Delivery deadlines and dates are always binding and shall be adhered to. The delivery period begins on the date of the order. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. If the Supplier is likely to be unable to meet the agreed delivery times, it shall be obliged to notify CWS in writing without delay, stating the reasons and the expected duration of the delay.

3.3 Early delivery and/or partial deliveries are only permitted with the prior written consent of CWS, and shall be clearly marked as such.

3.4 If the Supplier does not perform or does not perform within the agreed delivery time or is in default, the rights of CWS – in particular to rescission and compensation for loss – shall be de-

termined in accordance with the statutory provisions. The provisions in clause 3.5 remain unaffected.

3.5 If the Supplier is in default, CWS may – in addition to further statutory claims – demand a lump-sum compensation for its loss caused by default in the amount of 0.3% of the net price of the delayed delivery portion per working day of the default, but not more than 5% of the net price of the delayed delivery portion in total. CWS reserves the right to prove that a higher loss has occurred. The Supplier reserves the right to prove that no loss at all, or only a significantly smaller loss, has been incurred.

3.6 CWS reserves the right to withdraw from the concluded contract in the event of a delay of more than ten (10) working days, calculated from the agreed delivery date. This withdrawal shall not release the Supplier from its liability for any loss incurred by CWS due to the delayed delivery.

In the event that the delay in delivery is due to force majeure in the Supplier's sphere, CWS may also withdraw from the contract in accordance with the above provision.

In both cases, the Supplier shall not be entitled to any claims for compensation due to CWS having exercised its right of withdrawal.

## 4. Prices

4.1 The Supplier and CWS shall endeavour to reduce material and manufacturing costs through continuous process improvements, and negotiate prices based thereon for a period determined by the parties. In the event that the parties cannot agree on a reasonable price, an arbitrator appointed by the competent International Chamber of Commerce shall decide with binding effect for and against the parties.

4.2 The price stated in the purchase order is binding. All prices include statutory value added tax if this is not shown separately.

4.3 Unless otherwise agreed in individual cases, the price includes all Services and ancillary services of the Supplier as well as all other ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

## 5. Invoices; payment

5.1 For each delivery or Service, an invoice shall be sent in digital form to the e-Billing address specified in the purchase order.

5.2 The invoice shall comply with the requirements of the applicable tax laws and comprehensibly list the Services rendered, stating the purchase order number of CWS and the exact name of the ordering department at CWS. Invoices which do not contain all the details, missing delivery documents or receipt by the wrong office do not constitute grounds for fulfilment. In this respect, the payment period shall only commence upon receipt of the correctly issued invoice.

5.3 Partial invoices are only possible if corresponding partial deliveries have been expressly accepted by CWS.

5.4 The agreed price is due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If CWS makes payment within 14 calendar days, the Supplier shall grant a 3% discount on the net amount of the invoice.

5.5 CWS does not owe any maturity interest.

## 6. Shipping and delivery documents

6.1 Letters, dispatch notes, invoices and other documents shall always state the department, letter reference, purchase order number and date of the order letter. The correspondence

shall be separated according to the individual purchase orders.

6.2 CWS shall be informed of the origin of the products on the order confirmation and on the invoice. Upon delivery of the products, the origin shall be proven by a Supplier's declaration according to EC Regulation no. 1207/2001.

6.3 Each consignment shall be accompanied by the corresponding delivery note without price indication. It shall indicate how many shipping units the entire consignment consists of. The package with the delivery note shall be clearly marked.

6.4 All consignments which cannot be accepted for the aforementioned reason shall be stored at CWS at the expense and risk of the Supplier until smooth processing of the business transaction is possible, by sending in proper papers and rectifying all defects relating to the delivery.

## 7. Reservation of rights; confidentiality

7.1 CWS reserves all rights of ownership, copyrights and other industrial property rights to the documents made available by CWS (e.g.: drawings, records, diagrams, specification data, product descriptions, technical specifications), samples, templates, models, recipes and details derived therefrom. Such documents and items shall be used exclusively for the contractual performance and returned to CWS after completion of the contract. The documents and objects shall be kept secret from third parties and the public, even after termination of the contract. The obligation to maintain confidentiality shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.

7.2 The Supplier shall be obliged to return all documents received, including any copies made, to CWS free of charge and without delay at any time at the request of CWS, in the event that the delivery does not take place and after performance of the delivery.

7.3 Furthermore, the Supplier undertakes to include its employees, organs and auxiliary persons in this confidentiality obligation to the extent permitted by law – also for the time after their departure from the company.

7.4 The transfer of ownership of goods to CWS shall be unconditional and without regard to the payment of the price. Insofar as CWS accepts an offer of the Supplier for transfer of ownership conditional on the payment of the purchase price in an individual case, the Supplier's retention of title shall expire at the latest as of the payment of the purchase price for the delivered goods.

7.5 CWS remains authorised to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claims arising therefrom. CWS is further authorised to process, transform, combine, mix and blend the goods delivered under retention of title.

7.6 Any processing, mixing or combining of both items delivered under retention of title and items provided shall always be done for CWS as manufacturer, in the name and for the account of CWS. CWS thereby acquires (co-)ownership of the manufactured new item in accordance with the respective statutory provisions (if CWS has not previously acquired ownership by paying the purchase price).

## 8. Property rights

8.1 The Supplier guarantees that the delivery and use of the ordered products and Services by CWS or its customers do not infringe any copyrights and industrial property rights of third parties (collectively "property rights"), in particular patents, trademarks and other distinctive signs,

rights to a name, utility models or registered designs.

8.2 Without prejudice to statutory claims, the Supplier shall be obliged to indemnify CWS in this context against all claims of third parties arising from the infringement of third-party property rights and any resulting damages, expenses and other disadvantages.

## 9. Delivery quality, rights in the event of material defects and defects of title

9.1 The Supplier guarantees the use of flawless material that complies with the specifications. Furthermore, it shall be liable for the proper manufacture and the observance of the technical data and tolerances prescribed by CWS in accordance with the contractually agreed specifications.

9.2 In the event of material defects and defects of title, the statutory provisions shall apply, unless stipulated otherwise below.

9.3 Insofar as CWS is responsible for the examination of the Service in accordance with § 377 (1) of the German Commercial Code (HGB), this shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect or short delivery) or which are identified during the quality control in the random sampling procedure. Insofar as acceptance has been agreed, there shall be no obligation to inspect. Moreover, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking the individual circumstances into account.

9.4 If the Supplier does not fulfil its obligation to supplementary performance – at CWS's option by rectifying the defect (rectification) or by delivering an item free of defects (replacement) – within a reasonable period of time set by CWS, CWS shall be entitled to rectify the defect itself and demand reimbursement of the expenses required for this, or a corresponding advance payment from the Supplier. If the supplementary performance has failed or is unreasonable for CWS (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate losses), it shall not be necessary to set a deadline for supplementary performance; CWS shall inform the Supplier of such circumstances without undue delay, if possible in advance.

9.5 Supplementary performance shall also include the removal of the defective goods and the re-installation, provided that the goods have been installed in another item or attached to another item in accordance with their type and intended use; the statutory claim of CWS for reimbursement of corresponding expenses shall remain unaffected. The Supplier shall bear the expenses necessary for the purpose of inspection and supplementary performance even if it turns out that there was actually no defect. CWS's liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, CWS shall only be liable if it recognised, or was grossly negligent in not recognising, that there was no defect.

## 10. Supplier recourse

10.1 In addition to the claims for defects, CWS shall be entitled, without limitation, to the statutory rights of recourse within a supply chain (§§ 445a, 445b, 478 of the German Civil Code (BGB)). CWS shall in particular be entitled to demand from the Supplier exactly the type of supplementary performance that CWS owes its customer in the individual case, without this limiting the statutory right of choice pursuant to § 439 (1) of the German Civil Code (BGB).

10.2 Before CWS acknowledges or fulfils a claim asserted by its customers (including reimbursement of expenses according to §§ 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), CWS shall notify the supplier and give it the opportunity to comment. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by CWS shall be deemed to be owed to the customer of CWS. In this case, the Supplier shall be responsible for providing evidence to the contrary.

10.3 The claims of CWS from Supplier recourse shall also apply if the defective goods have been installed in another product or otherwise further processed by CWS or another contractor.

## 11. Producer liability; product safety; insurance

11.1 In the event that a customer or any other third party asserts a claim against CWS on the grounds of product and/or producer liability due to personal injury or property damage, and this damage is attributable to a defective product of the Supplier, the Supplier undertakes to indemnify CWS against such claims to the extent that it is liable itself in the external relationship.

11.2 In this context, the Supplier shall assume all costs and expenses arising from the assertion of claims by third parties, including all legal costs as well as the costs arising from a

recall or a product warning undertaken by CWS. Further legal claims shall remain unaffected.

11.3 If the Supplier becomes aware of indications that its goods unexpectedly create hazards for persons and/or property, it shall immediately inform CWS in writing of the cause, type and extent of the hazard. This applies in particular in the event of product defects. Statutory obligations to provide information and warnings shall remain unaffected.

11.4 The Supplier undertakes to take out, at its own expense, sufficient liability insurance valid worldwide (incl. USA and Canada), including product liability insurance, which provides cover of at least EUR 5 million per claim. At the request of CWS, the Supplier shall provide CWS with corresponding proof.

## 12. Quality assurance system; ISO 9001 certification

12.1 The Supplier shall set up and maintain a documented quality assurance system which is suitable in terms of type and scope, and corresponds to the latest state of the art. It shall keep records, in particular of quality inspections, and make them available to CWS without delay upon request.

12.2 The Supplier shall be and remain the holder of an ISO 9001 certification, which shall be renewed regularly, and shall present it to CWS upon request.

## 13. Accident prevention regulations

When supplying construction and mechanical equipment, machines, devices, etc., the Supplier is obliged to observe and comply with the relevant accident prevention regulations.

## 14. Commitment to legal compliance

The Supplier warrants that its products comply with all provisions of public law, in particular the safety standards in laws and regulations applicable in the Member States of the EU as well as in Switzerland, at the time of delivery and for at least two (2) years thereafter.

The Supplier shall draw CWS's attention to planned changes in the law which may have an influence on the use of the products.

## 15. Code of conduct, human rights and environmental standards

15.1 The Supplier assures that it complies with the CWS Code of Conduct (available at <https://delivery.contenthub.cws.com/api/public/content/code-of-conduct-en>) and that the products supplied or produced have been manufactured in compliance with internationally recognised human rights and environmental standards. In particular, it shall ensure that the due diligence obligations arising from the Supply Chain Due Diligence Act (prior to its entry into force: from its draft version) are complied with.

The Supplier shall regularly check and analyse whether the CWS Code of Conduct as well as human rights and environmental standards are observed within its supply chain, and shall inform CWS in writing at the conclusion of the contract and thereafter annually how compliance with these standards is checked, and the result of these checks.

15.2 Upon becoming aware of non-compliance with these standards, the Supplier shall inform CWS immediately in writing. In this case, CWS reserves the right to withdraw from the contract with immediate effect, without this giving rise to a right of recourse for the Supplier.

## 16. Subcontractors

16.1 CWS shall be informed if the orders placed by CWS are assigned to business partners of the Supplier (dealers, suppliers, producers) for processing or further processing (hereinafter uniformly referred to as "Subcontractors") for reasons associated with the Supplier. The Supplier undertakes to provide a list of all Subcontractors, to update this list regularly and to inform CWS immediately as soon as a Subcontractor is added or removed from this list.

16.2 CWS reserves the right to name or reject Subcontractors.

16.3 The disclosure of CWS documents to Subcontractors of the Supplier is only permitted for the purpose of fulfilling the Supplier's agreements with CWS, and only on a "need-to-know" basis.

16.4 The Supplier is obliged to extend all obligations of these GT&Cs concerning the Supplier also to its possible Subcontractors. Among other things, the Supplier's confidentiality obligations pursuant to clause 8 of these GT&Cs shall also apply to the Subcontractors.

## 17. Statute of limitation

17.1 The limitation of the parties' claims shall be governed by the statutory provisions, unless otherwise agreed below.

17.2 In deviation from § 438 (1) (3) of the German Civil Code (BGB), the general limitation period for claims for defects shall be three years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The three-year limitation period shall apply mutatis mutandis to claims arising from defects in title, in which case the statutory limitation period for claims in rem for surrender of property by third parties (§ 438 (1) (1) of the German Civil Code (BGB)) shall remain unaffected. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against CWS – in particular for lack of limitation.

## 18. Assignment

18.1 CWS may assign all claims, including claims for supplementary performance, against the Supplier to companies affiliated with CWS within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act).

18.2 The purpose of the possible assignment is to enable the companies affiliated with CWS that have received services from the Supplier via CWS to assert claims directly against the Supplier.

## **19. Final provisions**

19.1 CWS may amend these GT&Cs for objective reasons (e.g. change of law, change of jurisdiction, change of economic circumstances) by unilateral written declaration at any time. It shall inform the Suppliers of the amendment to the GT&Cs. The Supplier accepts the amended GT&Cs by submitting an order confirmation after the change has been made.

19.2 Should any provision of these GT&Cs or of a contractual agreement between CWS and the Supplier be or become invalid, this shall not affect the validity of the remaining provisions.

19.3 Statutory law shall take the place of provisions that are not included or are ineffective (§ 306 (2) of the German Civil Code (BGB)). In all other respects, the parties shall replace the void or ineffective provision with an effective provision that comes as close as possible to it in economic terms, unless a supplementary interpretation of the contract takes precedence or is possible. The contractual relations between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

19.4 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be Langen or Darmstadt for both contracting parties.