

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF CORTEC GMBH

### 1. Scope

- 1.1 The following terms and conditions of purchase of CorTec GmbH (hereinafter: "**CorTec**") shall apply to all business relationships with companies (Section 14 German Civil Code (BGB)), legal entities under public law, or public law special funds (hereinafter referred to as "**Supplier**") and to all present and future orders placed by CorTec and contracts entered into between CorTec and Supplier.
- 1.2 Deviating or supplementary terms and conditions of the Supplier shall only be deemed an integral part of any contract if CorTec has expressly agreed to their applicability.

### 2. Contract Conclusion and Amendments to Product Specifications

- 2.1 Orders placed by CorTec are revocable up until receipt of the acknowledgement of the order or - in the absence of any acknowledgement of the order - up until delivery. The Supplier shall confirm CorTec's order within 3 working days by means of an order confirmation in text form or by making delivery. A belated acceptance shall be deemed to be a new offer and is subject to confirmation by CorTec.
- 2.2 Unless expressly otherwise agreed, the delivery times stated by CorTec are binding.
- 2.3 CorTec is entitled to amend product specifications provided that said amendments may be implemented in the course of the Supplier's normal production process without any significant additional cost. CorTec shall in each case reimburse the Supplier the proven, reasonable extra cost incurred due to the amendment. If such amendments result in delays in delivery, which cannot be avoided in the Supplier's normal production and business activity using reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify CorTec in writing of the additional costs or delays of delivery expected by Supplier in good time before the delivery date, but at least within 5 working days after receipt of CorTec's notification pursuant to sentence 1.

### 3. Prices and Payment Terms

- 3.1 Unless otherwise agreed, the agreed prices are fixed prices in EUR. All prices are then stated exclusive of value added tax, but inclusive of packaging, insurance, carriage (DDP Incoterms 2020) and other incidental costs.
- 3.2 Unless otherwise agreed, payments shall be made within 14 calendar days following receipt of the proper invoice and delivery with the deduction of a 3% cash discount or within 45 calendar days following receipt of the proper invoice and delivery without any deductions whatsoever. In the case of contracts for work and services, the date of acceptance shall apply instead of the date of delivery. Payment shall not be deemed to be any acknowledgement of proper performance.
- 3.3 Downpayments may only be demanded on the basis of a separate agreement. Downpayments also qualify for the deduction of a cash discount.

- 3.4 The Supplier may exercise a right of retention and/or rights to offset only insofar as his counterclaim is based on the same contractual relationship or on an undisputed claim or a claim which has become final and binding.

### 4. Delivery Dates

- 4.1 Whether agreed delivery deadlines and dates have been complied with shall depend on the date the subject matter of the contract is received at the receiving point stated by CorTec; in the case of deliveries involving installation, assembly or other services, it shall depend on the date of their acceptance. CorTec is under no obligation to accept delivery before the agreed delivery date.
- 4.2 The Supplier shall immediately inform CorTec of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.

### 5. Acceptance, Transfer of Risk, Place of Performance

- 5.1 Delivery shall be at the Supplier's risk and cost. If, according to a separate agreement, the freight charges shall be borne by CorTec, CorTec may elect the freight forwarder. CorTec is under no obligation to accept any partial deliveries or excess deliveries, which have not been agreed.
- 5.2 The place of delivery shall be the receiving point stated by CorTec. If acceptance is required, said acceptance shall be relevant for the passing of risk. The acceptance must be effected in writing.
- 5.3 If CorTec is unable to accept delivery as a consequence of circumstances, for which CorTec is not responsible (e.g. stoppages due to internal or third-party industrial disputes, force majeure etc.), the risk shall not pass until the reasons for hindrance have been removed and the subject matter of the contract is available to CorTec at the place of delivery. CorTec shall to notify the Supplier without undue delay if any grounds for hindrance of this nature have occurred or it is expected that they will occur.
- 5.4 The place of performance for all obligations arising out of the contractual relationship shall be the place of CorTec's registered office (seat).

### 6. Warranty Claims

- 6.1 If the subject matter of the contract does not have the agreed quality or is defective for other reasons, CorTec's warranty claims shall be subject to the statutory provisions unless otherwise agreed below.
- 6.2 The obligation of CorTec to inspect the delivery items at the incoming goods inspection is limited to defects that become apparent in the course of an external inspection including the delivery documents and in quality inspections by sampling (such as e.g. wrong and short deliveries or transport damages). The corresponding incoming goods inspection will take place within two weeks at the latest after receipt of the goods at CorTec. CorTec will give notice of obvious and hidden defects to the Supplier within three working days after discovery by CorTec. Section 377 of the German Commercial Code (HGB) shall be waived to this extent.



6.3 The general limitation period for warranty claims is 3 years. The period begins upon delivery of the goods or acceptance of the goods/services if acceptance is required. Any statutory provisions providing for longer limitation periods shall remain unaffected.

6.4 Irrespective of the contractual warranty claims the Supplier shall, upon first demand, indemnify CorTec from and against all claims by third parties, which are attributable to defects in the subject matter of the contract, for which the Supplier is answerable. This particularly applies to claims made on the basis of any intentional or negligent infringement of third-party intellectual property rights at the place of delivery and at the end product's place of destination known to the Supplier.

6.5 The Supplier shall, upon first demand, indemnify CorTec from and against all claims based on product liability (*Produkthaftungsansprüche*) to the extent that the cause lay within Supplier's sphere of control and organization and the Supplier is directly liable towards third parties.

6.6 The Supplier shall maintain appropriate liability insurance with extended product liability coverage and shall provide CorTec with proof of the cover upon demand.

**7. The Provision of Materials by CorTec**

Materials provided by CorTec shall remain its property and must be stored, labelled and managed separately by the Supplier free of charge; tools shall also be appropriately insured by the Supplier. The materials may only be used for fulfilling CorTec's orders. The Supplier shall bear the risk of loss and of deterioration of the materials provided.

**8. Subcontractors, Product Safety and Quality Management**

8.1 All of the obligations under the contract must be fulfilled by the Supplier himself. A subcontractor may be engaged only with CorTec's prior written consent.

8.2 The Supplier shall manufacture the subject matter of the contract in compliance with the respective quality, environmental, energy and security provisions applicable to the manufacture of the subject matter of the contract by Supplier. The Supplier shall comply with REACH and RoHS standards to the extent these are applicable to the manufacture of the subject matter of the contract at the place of manufacture.

**9. Audits und Informationen**

9.1 CorTec, the notified body of CorTec and the domestic and foreign authorities competent for CorTec are entitled to carry out audits at the Supplier's premises in order to check the compliance with the agreed processes and the quality of the products to be delivered by the Supplier to CorTec. A prior announcement of the audits by the notified body or the authorities is not required.

9.2 The Supplier shall notify CorTec immediately if Supplier has indications that the products might be defective or could lead to injury to life or limb.

**10. Customs and Foreign Trade Law**

10.1 Delivery notes, consignment notes and invoices must always state the order numbers and article numbers in full. In addition the customs tariff number with the

appurtenant country of origin must be stated for each purchase order position.

10.2 The Supplier shall assist CorTec to comply with foreign trade and customs requirements, especially with regard to the import and export of Supplier's products (including changes or as a component of other products). On request, the Supplier shall submit to CorTec long-term supplier declarations, certificates of origin and movement certificates concerning the delivered products.

**11. Intellectual Property Rights, Confidentiality**

11.1 CorTec reserves title to and the copyrights in all pictures, plans, drawings, calculations, instructions for execution, product descriptions and other documents. Documents of this kind must be used solely for the contractual performance and must be returned to CorTec once the contract has been performed. The documents must be kept secret from third parties, including after termination of the contract. The obligation to maintain confidentiality shall not lapse until and to the extent that the knowledge contained in the documents handed over has become generally known. Furthermore, a breach of the confidentiality obligations does not exist if and to the extent the Supplier was entitled to disclose the information at the time of disclosure for one of the reasons mentioned in Art. 5 lit. a) to d) of the EU Directive (EU) 2016/943 (Directive on the Protection of Undisclosed Know-How and Business Information (Trade Secrets) against their Unlawful Acquisition, Use and Disclosure of 8 June 2016).

11.2 The Supplier may refer to the business relationship of the parties only with the written consent of CorTec.

**12. Retention of Title**

Unless otherwise agreed by the parties, all forms of extended or prolonged retention of title by Supplier are excluded, so any retention of title that may validly be declared by the Supplier shall apply only to the goods delivered to CorTec and only until said goods have been paid for. In any case, CorTec is entitled to process the delivered goods or to dispose of them in any other way, in particular without approval or notification.

**13. Provision of services**

If and to the extent the Supplier provides services and does not deliver products to CorTec or not manufacture for CorTec, the above provisions shall apply accordingly.

**14. Miscellaneous**

14.1 These general terms and conditions of purchase are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods.

14.2 The courts competent for Freiburg im Breisgau, Germany, shall have jurisdiction. CorTec shall also be entitled to assert its claims in the courts competent for the place of general jurisdiction of the Customer.

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