

SCHÖILLY FIBEROPTIC GMBH

General Terms and Conditions of Purchase

1. General Scope

1.1 These General Terms & Conditions of Purchase apply to all (including future) business transactions, in particular deliveries and services, to which SCHÖILLY FIBEROPTIC GMBH or one of its affiliated German companies in accordance with § 17 German Stock Cooperation Act (Aktiengesetz; AktG) is the contractor (hereinafter "Purchaser"). The General Terms and Conditions of the Purchaser shall apply exclusively to companies in accordance with § 310 Para. 1 of the German Civil Code (Bürgerliches Gesetzbuch; BGB).

1.2 Any deviating or conflicting general terms and conditions of the contracting party ("Seller") are not acknowledged by the Purchaser, unless he expressly agreed to them. This requirement for approval shall apply even if the Purchaser performs delivery to the Seller without reservations while being aware of the Seller's deviating or conflicting general terms and conditions.

1.3 Orders and all related representations shall be made in writing. Deviations of the General Terms & Conditions of Purchase shall be made in written form.

2. Offer and Acceptance

2.1 Offers and price quotes of the Seller shall not be remunerated by the Purchaser.

2.2 The Seller shall confirm in writing any order with binding representation of prices and delivery time. If the Purchaser does not receive such confirmation within eight (8) days, the Purchaser shall be entitled to cancel the order.

3. Delivery | Performance of Services

3.1 The place of fulfilment shall be the registered office of the respective Purchaser, unless otherwise agreed by the parties.

3.2 If, at the time of delivery of the products, the Seller or a third party deployed by the Seller undertakes the unloading of the products in whole or in part or the unloading of the products is done by an unloading facility of the Seller or a deployed third party, the passing of the risk shall occur after the completion of this operation or as soon as the products left the unloading facility.

3.3 The agreed date for delivery or service performance shall be binding. For observance of this date, receipt of products by the Purchaser shall be relevant. The Purchaser shall be entitled to interrupt the delivery or service performance for a reasonable time. In this case, the delivery or the period of service performance shall be prolonged by that interruption period.

3.4 The Seller must request the documents of the Purchaser in due time, which are required to carry out the order.

3.5 As soon as the Seller recognizes that he is not able to fulfill his contractual obligations within the given timeframe, he must report it to the Purchaser without undue delay in written form. He must state the reason(s) for this delay and the predicted delay in delivery. Unconditional acceptance of a delayed delivery shall by no means waive any rights of the Purchaser related to late delivery. This shall apply until final payment is made. Further claims for compensation of damages shall remain unaffected.

3.6 The Seller shall upon the request of the Purchaser pick up all outer packaging, transport packaging or sales packaging from place of delivery or have these items picked up by a third party.

3.7 The Seller is obliged to attach to each delivery two copies of the delivery note, including the reference number, identity of the products including the respective material number of the Purchaser and the agreed receiving- and unloading point. Any required operating and maintenance instructions

must also be included in the delivery. Otherwise, the resulting de-lays in processing shall not be borne by the Purchaser.

4. Contractual Penalty

In the event of delayed delivery or provision of services, the Purchaser shall, in addition to the claim for performance, be entitled to payment of a contractual penalty in the amount of 0.2 percent of the net order value per working day of exceeding the deadline for delivery or provision of services up to a total amount of five (5) percent of the net order value, unless the Seller can prove that he is not responsible for the delay or that the Purchaser has suffered a lesser loss. Acceptance of a delivery or service as performance shall not constitute a waiver of any claims for contractual penalties, even in the absence of an express reservation. The claims can be asserted up to the final payment. Further claims for damages remain unaffected.

5. Confidentiality

5.1 All remaining documents relating to the order shall be deemed as the property of the Purchaser who also holds any copyright regarding these documents. The Seller may not disclose such information to third parties without the prior written consent of the Purchaser. Such information shall solely be used as required or necessary for the Seller's performance of his/her duties hereunder and the Seller shall return such information unsolicited without delay at the end of the Agreement or in case order is not confirmed by the Seller according to Sec. 2.2 The Seller shall destroy any copies of such information without undue delay.

5.2 The Seller is obliged to keep all the Purchaser's business, operational and technical matters/information, which he has acquired or will acquire in connection with the delivery strictly confidential even beyond the end of the contractual relationship, as long and as far as this information has not otherwise become public or the Seller has not waived such confidentiality by written form.

5.3 The Seller may only advertise the existing business relationship with the written consent of the Purchaser.

6. Prices and Payment

6.1 The price as stated in the order shall be binding.

6.2 The payment shall be administered within 60 days of delivery and receipt of the invoice.

7. Retention of title, setoff and right of retention

7.1 The Purchaser shall hold the title to the products from the immediate point of delivery, any reservation of ownership by the Seller shall hereby be waived.

7.2 The retention of service performance due to or the setoff of claims by the Seller is only permissible, if the claims are undisputed or determined by law.

8. Defects, representations and warranties

8.1 The Seller shall be responsible for delivering products and services free of defects and, additionally, for ensuring that guaranteed features are present. In particular, the Seller guarantees that products and services are compliant with state-of-the-art of science and technology and meet the current technical and occupational medicine standards as well as the most widely recognized applicable medical technical and pharmaceutical standards of administrations and industry. Products and services delivered must also be in line with pertinent legal regulations. If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contractual fulfillment and shall be CE marked.

8.2 The incoming inspection of the Purchaser is restricted to obvious outside damage, transport damage, short quantities and identity of products. Such defects shall be indicated to the Seller within ten (10), any other defects within ten (10) days since discovery. Such defects shall be subject to the

controls performed by the Seller. In that regard, the Seller shall waive any defense of late notification of defects.

8.3 Period of limitation related to defects of products shall prescribe at the earliest 36 months after passing of the risk. However, longer legal or contractual renewal periods shall remain unaffected.

8.4 In the event of any defects, the Purchaser is entitled to demand supplementary performance according to legal regulations (in the case of product delivery) or contractual performance (in case of service performance). The type of supplementary performance shall be at the discretion of the Purchaser, the Seller shall bear the costs incurred for cure. During the execution of the supplementary performance, the Seller is required to adhere to the business requirements of the Purchaser. If the supplementary performance is omitted due to legal provisions, any further claims for the Purchaser shall remain unaffected. The Purchaser is entitled to claim further legal or contractual rights in the event of defects.

8.5 If the Seller does not fulfil his duty of specific performance within the fixed, appropriate period without rightfully refusing specific performance, the Purchaser shall be entitled to remedy the defects himself or allow this work to be undertaken by a third party at the cost and liability of the Seller. The Purchaser is entitled to claim advance payment for the performance of measures necessary

8.6 The Seller shall bear all reasonable costs for additional incoming inspections of the Purchaser in case of late delivery or delivery of non-conforming products.

8.7 During the process of subsequent performance by the Seller of newly delivered or im-proved parts, the limitation period begins to run to a new extent, as far as the same deficiency cause is affected.

9. Product liability

9.1 The Seller agrees to indemnify and hold harmless the Purchaser from and against all claims, losses, liabilities, damages, costs or expenses of any nature and whether or not made by or involving third parties, arising out or resulting in any way from defects of goods, to the extent such defect is caused within the Seller's control.

9.2 Furthermore the Seller shall bear the costs for required corrective measures referred to in Sec. 9.1 including but not limited to public warnings or recalls. The Purchaser will inform the Seller about execution of such measures without delay. Further legal claims shall remain unaffected.

9.3 Sec. 9.1 and 9.2 shall also be applicable for legal liability based on German Pharmaceuticals Act (Arzneimittelgesetz).

10. Insurance

The Seller undertakes to effect and maintain for the duration of the course of business relation to the Purchaser including its limitation periods a business and product liability insurance with a limit not less than ten million (10,000,000) Euro (€) per occurrence and not less than twenty million (20,000,000) Euro (€) per annum. The Seller shall be obliged to prove the existence of such insurance coverage upon request by the Purchaser.

11. Intellectual Property Rights of third parties

11.1 The Seller warrants that the performance by the Seller of its obligations under this Agreement does not and will not violate any agreements between the Seller and any third parties and that the manufacture and sale of the product by the Seller will not conflict with or infringe on patent rights or any other proprietary rights of any other person or entity.

11.2 To the extent utilization of products is limited for the Purchaser due to third party's proprietary rights, the Seller shall either acquire all approvals of the respective third parties at his/her own cost and in due time or change all concerned parts of product to

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avoid any infringement of third party rights. In the latter case, the Seller shall be responsible for compliance of changed product with all applicable contractual specifications and understandings.

11.3 The Seller agrees to defend, indemnify and hold harmless the Purchaser from and against all claims, losses, liabilities, damages, costs or expenses of any nature the Purchaser or third parties may suffer arising out of claims resulting from infringement on patent or any of the proprietary rights to the extent such infringement is caused by negligence or fault of the Seller. Such claims shall prescribe at the earliest three (3) calendar years after delivery of products.

12. Granting of rights for services

12.1 The Seller shall grant the Purchaser the exclusive and irrevocable right to any work results ("Work Results") arising within the scope of Services, unlimited in terms of space, time and content, to all known types of use, as well as the sole and unrestricted ownership right to those Work Results to which such a right can be established and transferred. In particular, the Purchaser shall be entitled without restriction to reproduce, process (including combining software with other programs, redesigning, converting into other programming languages and for other operating systems), transfer into other forms of presentation and otherwise modify, continue and supplement the work results, distribute them in unmodified and modified form, publicly reproduce them by wire or wireless means, grant un-licenses and transfer all rights of use granted under this contract.

12.2 Insofar as work results arise which may be protected by industrial property rights, the Seller shall be obliged to notify the Purchaser thereof in writing without delay. The Purchaser shall be free to have these industrial property rights registered in its name. The Seller shall provide the Purchaser with comprehensive support in this respect, in particular by immediately providing the information required for this purpose and by making all necessary declarations and taking all necessary measures. The Seller is prohibited from carrying out a corresponding registration in its name or that of a third party or to support third parties directly or indirectly in this.

12.3 The granting of rights shall be compensated by the full payment of the remuneration.

13. Force Majeure and Cessation Of The Basis Of Business ("Wegfall der Geschäftsgrundlage")

Force majeure as well as circumstances that lead to a disruption or a discontinuation of the basis of business shall release the Purchaser from the obligation to timely acceptance during their duration and shall entitle the Purchaser to rescind or terminate the contract insofar as its requirements are significantly reduced due to the events. The legal rights for this case remain unaffected. Force majeure shall mean all circumstances beyond the reasonable control of the Seller, in particular natural events, explosion, fire, accident, war and comparable hostilities, operational disruptions, refusal to issue licenses or permits, as well as prohibitions or measures of any kind on the part of a governmental authority, including in the context of pandemic control.

14. Security Declaration for Authorized Economic Operators AEO

The Seller guarantees, that

14.1 products, which are produced, stored, forwarded or carried by order of Authorized Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO

(a) are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas

(b) are protected against unauthorized interference during production, storage, preparation, loading and transport

14.2 reliable staff is employed for the production, storage, preparation, loading and transport of these products.

14.3 business partners who are acting on behalf of the Seller are informed that they also need to ensure the supply chain security as mentioned above.

15. Compliance

15.1 The Purchaser and its Affiliated Companies conduct their business with the highest ethical standards and introduced conduct guidelines in compliance with standards set forth in the "B. Braun Code of Conduct". The B. Braun Code of Conduct can be found at: <https://www.bbraun.com/en/company/compliance-and-policies/code-of-conduct.html>. An "Affiliated Company" shall be any company under the control of the Purchaser or Seller or any company in control of the Purchaser or Seller or any company under the common control of the Purchaser and Seller.

15.2 Purchaser's employees as well as employees of its Affiliated Companies are regularly trained to foster compliance and to ensure the compliance with the B. Braun Code of Conduct.

15.3 The Seller is required to ensure the implementation and adherence with the conduct guidelines consistent with the B. Braun Code of Conduct as well as take measures in line with the B. Braun Code of Conduct to specifically ensure the lawful and ethical management of the company.

15.4 The Seller is obliged to regularly conduct appropriate training of its employees and the employees of its Affiliated Companies.

15.5 By signing this Agreement, the Seller and Purchaser confirm their on-going compliance with their own conduct guidelines and each Party may, at any time, renew this confirmation upon request by the other Party. Nothing in this section shall limit the Seller nor the Purchaser from amending or modifying its own compliance guidelines and to enact new or modified procedures to address compliance with legal provisions.

15.6 The Seller shall endeavor to cause also its Affiliated Companies and suppliers to introduce and comply with conduct guidelines, as well as take measures, which correspond with the B. Braun Code of Conduct. Suppliers referred to in the preceding sentence are all legal subjects whose activities are directly or indirectly necessary for manufacturing the products or providing the services for the purpose of fulfilling the obligations of the Seller, regardless of whether they have a contractual relationship with the Seller or not.

15.7 The Purchaser reserves the right to inspect the Seller regarding the compliance with the Code of Conduct, which corresponds to the B. Braun Code of Conduct Partner, after giving reasonable advance notice and at its own expense. The Seller shall permit the Purchaser or its representatives (which may also be a third-party auditor) to conduct on-site audits at locations of the Seller. This right to audit shall be exercised in close coordination and cooperation with the Seller.

15.8 The right to audit shall only be exercised in cases where there is a justified suspicion of a violation or where such a violation has actually occurred, and these reasons have been communicated to the Seller in writing in a timely manner before the planned audit with an express explanation of the suspected violation. The right to audit is limited to the affected aspect of compliance with the conduct guidelines, which correspond to the B. Braun Code of Conduct, unless the contracting parties agree otherwise. The frequency of the audits depends on the results of the previous audit(s) and the compliance of the Seller with the conduct guidelines, which correspond to the B. Braun Code of Conduct. If no critical violations of the conduct guidelines, which correspond with the B. Braun Code of Conduct, occurred, the audit may not take place more often than once in three (3) years.

15.9 In deviation from the preceding paragraph, the right to audit the human rights - and environmental aspects of the conduct guidelines which correspond with the B. Braun Code of Conduct shall be exercised once a year and with a sufficient cause. A sufficient cause shall be deemed to exist if the

Purchaser must expect a significantly changed or significantly expanded risk situation at the Seller.

15.10 The Seller shall grant reasonable access to the areas relevant to the subject matter of the audit, including the relevant documentation. Unless otherwise agreed, such an audit shall take place during normal business hours and shall not significantly interfere with the business operations of the Seller.

15.11 The results of the audit shall be communicated to the Seller in a written report. The Seller shall ensure a satisfactory follow-up of the observations made by the Purchaser during the audit and shall take such remedial action as agreed by the parties.

15.12 At the request of the Regulatory Authorities or in accordance with applicable law, the Purchaser may disclose all or part of the Audit Report to the Regulatory Authorities or forward all or part of its Audit Report to the Regulatory Authorities.

15.13 When exercising the right to audit and when disclosing and forwarding the Audit Report as mentioned above, the Purchaser and its representatives shall maintain company and business secrets and comply with the applicable provisions of data protection law, unless legal obligations to disclose conflict therewith.

15.14 The Compliance with and implementation of the commitments and measures set forth in this section by the Seller constitute material contractual obligations. Any breach of these obligations shall entitle the Purchaser to terminate this Agreement and all other agreements that exist between the Purchaser or its Affiliated Companies and the Seller or its Affiliated Companies.

16. Miscellaneous

16.1 The contractual relationship is subject to the laws of Germany.

16.2 Business terms shall be interpreted in accordance with the Incoterms as amended at the time of the conclusion of the contract.

16.3 For all disputes arising from or in connection with this contract, the parties shall endeavour to settle the dispute through amicable negotiations. If this is not possible, the parties agree that the exclusive place of jurisdiction shall be the local or regional court having jurisdiction over the Purchaser. However, the Purchaser shall also be entitled to sue the Seller at the place of jurisdiction of its place of business in accordance with the law applicable there.

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