



SCHÖLLY 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 SCHÖLLY FIBEROPTIC GMBH or one of its affiliated German companies in accordance with § 17 German Stock Cooperation Act (Aktiengesetz; AktG) is the contractor (hereinafter "SCHÖLLY"). The General Terms and Conditions of SCHÖLLY 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 SCHÖLLY, unless he expressly agreed to them. This requirement for approval shall apply even if B. Braun 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 or via purchase orders in E-procurement systems. Deviations of the General Terms & Conditions of Purchase shall be made in Written form. "Writing" or "Written" shall mean written form by handwritten signature or by authenticated electronic signature combined with authenticated time stamp (Written form), or by advanced electronic signature such as DocuSign, Conga Sign, Adobe Sign, or by electronic signature such as sending a signed document by electronic mail in Portable Document Format (PDF).

2. Offer and Acceptance

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

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

3. Delivery and Performance of Services

3.1 The place of fulfillment shall be the respective registered office of B. Braun, 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 SCHÖLLY shall be relevant. SCHÖLLY 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 SCHÖLLY 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 SCHÖLLY 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 SCHÖLLY 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 SCHÖLLY 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 SCHÖLLY and the agreed receiving- and unloading point. Any required operating and maintenance instructions must also be included in the delivery. Otherwise, the resulting delays in processing shall not be borne by SCHÖLLY.

4. Contractual Penalty

4.1 In the event of delayed delivery or provision of services, SCHÖLLY 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 SCHÖLLY 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 SCHÖLLY who also holds any copyright regarding these documents. The Seller may not disclose such information to third parties without the prior Written consent of SCHÖLLY. 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 SCHÖLLY'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 SCHÖLLY has not waived such confidentiality by Written form.

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

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.

6.3 If payment is made within 30 calendar days, the Seller grants a cash discount on the net amount of the invoice in the amount of three (3) percent.

7. Retention of title, setoff and right of retention

7.1 SCHÖLLY 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.

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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, SCHÖLLY 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 SCHÖLLY, 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 SCHÖLLY. If the supplementary performance is omitted due to legal provisions, any further claims for SCHÖLLY shall remain unaffected. SCHÖLLY 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, SCHÖLLY 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. SCHÖLLY 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 SCHÖLLY 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 improved 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

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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 un-affected.

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

9.4 The Seller shall compensate SCHÖLLY for all costs and damages caused by the Seller in accordance with the statutory provisions and shall indemnify SCHÖLLY to this extent against all justified claims in this respect, unless the Seller is not at fault.

10. Environmental protection, energy management, occupational safety and information security

10.1 Sellers working on the premises of SCHÖLLY are obligated to comply with all relevant statutory and official provisions relating to plant safety, occupational health and safety, energy management and environmental protection when executing orders. The statutory responsibility for the occupational safety of employees shall remain with the Seller and shall not pass to SCHÖLLY.

10.2 The Seller shall be obliged to use only suitable and sufficiently qualified personnel for the execution of the order.

10.3 The external company regulations and fire protection regulations of SCHÖLLY at its respective place of business shall apply in the respective current version. If these are not enclosed to the order, the Seller shall request them from SCHÖLLY at the latest upon arrival at SCHÖLLY.

10.4 The Seller shall ensure that the personnel employed by it participate in training / instruction courses of SCHÖLLY which are relevant for the execution of the order.

10.5 The Seller assures that no negative effects on the environment and no hazards for the employees of SCHÖLLY will result from the performance of the services.

10.6 If energy (electricity, gas, compressed air, etc.) is required by the Seller for the provision of services at SCHÖLLY 's place of business, the Seller shall ensure that it is used sparingly and efficiently. SCHÖLLY expects the Seller to use energy-efficient techniques and equipment.

10.7 The Seller is obligated to secure information of SCHÖLLY within the meaning of Sect. 5.2 and its own information and systems necessary for the provision of the services as well as its services against unauthorized access, modification, destruction and other misuse and to implement state-of-the-art technical and organizational measures to safeguard information security. This includes, in particular, the introduction and maintenance of an appropriate information security management system certified in accordance with ISO 27001 or an equivalent and comparable standard for the duration of the contractual relationship with SCHÖLLY.

11. Subcontractors

11.1 The use of subcontractors is only permitted with the prior Written consent of SCHÖLLY. The Seller shall be responsible for the acts, defaults and omissions of its approved subcontractors as if they were its own.

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12. Insurance

The Seller undertakes to effect and maintain for the duration of the course of business relation to SCHÖLLY 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 SCHÖLLY.

13. Intellectual Property Rights of third parties

13.1 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.

13.2 To the extent utilization of products is limited for SCHÖLLY 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 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.

13.3 The Seller agrees to defend, indemnify and hold harmless SCHÖLLY from and against all claims, losses, liabilities, damages, costs or expenses of any nature SCHÖLLY 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.

14. Granting of rights for services

14.1 The Seller shall grant SCHÖLLY 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, SCHÖLLY 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.

14.2 Insofar as Work Results arise which may be protected by industrial property rights, the Seller shall be obliged to notify SCHÖLLY thereof in Writing without delay. SCHÖLLY shall be free to have these industrial property rights registered in its name. The Seller shall provide SCHÖLLY 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.

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

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

15.1 "Force Majeure" shall mean any circumstance beyond the reasonable control of the party affected thereby, in particular but not limited to acts of god, explosion, fire, accident, war or comparable hostilities, business disruption, refusal to grant licenses or permissions, prohibitions or measures of any kind by any governmental authority, including in the context of pandemic response. The targeted external impact on information and security infrastructures of computer systems in cyberspace, which may be the place of the attack, the target or the starting point, or the realization of other cyber risks, as well as industrial disputes, shortages of raw materials and delivery difficulties (e.g. at subcontractors, transport companies) do not constitute events of Force Majeure.

15.2 Cases of Force Majeure which prevent one of the parties from fulfilling its obligations in whole or in part, shall release both parties from the performance of this agreement until such time as the Force Majeure ceases to exist. The party at which the Force Majeure occurred must inform the other party immediately.

15.3 In cases of Force Majeure either party is entitled to terminate this agreement for cause giving the other party notice in Writing of 60 days. Both parties shall determine by mutual agreement whether the parties, after the end of the Force Majeure, catch up any activities not carried out during this period.

16. Security Declaration for Authorized Economic Operators AEO

The Seller guarantees, that

16.1 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

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

16.3 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.

17. Compliance

17.1 SCHÖLLY and its Affiliated Companies conduct their business with the highest ethical standards, in compliance with all applicable rules and regulations. These standards are set forth in the "B. Braun Code of Conduct". The B. Braun Code of Conduct can be found at: <https://www.bbraun.com/en/about-us/responsibility/compliance/code-of-conduct.html> (bbraun.com >>> Responsibility >>> Compliance >>> Code of Conduct). An "Affiliated Company" shall be any company under the control of B. Braun or the Seller or any company in control of B. Braun or Seller or any company under the common control of SCHÖLLY or Seller.

17.2 The Seller and its Affiliated Companies conduct their business with the highest ethical standards, in compliance with all applicable rules and regulations. These standards are set forth in the Code of Conduct of the Seller, which shall be published (e.g., on Seller's respective website).

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17.3 Neither party contractually submits to the other parties code of conduct. The parties have drawn up their own codes of conduct as a voluntary commitment and have established standards and procedures which include, but not be limited to, conducting business in compliance with all applicable rules and regulations and in accordance with highest ethical standards (including all applicable anti-corruption, anti-bribery, and antitrust legal requirements).

17.4 SCHÖLLY and its Affiliated Companies conduct its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor. SCHÖLLY has described its understanding of Environmental, Social and Governance (ESG) in its 'ESG Standards for Suppliers' which can be found at: <https://www.bb Braun.com/en/about-us/responsibility/sustainability/transparent-supply-chain.html> (bb Braun.com >>> Responsibility >>> Sustainability >>> Transparent supply chain). SCHÖLLY and its Affiliated Companies expects the Seller and its Affiliated Companies to respect the 'ESG Standards for Suppliers'. SCHÖLLY calls upon the Seller to ensure that all its subcontractors of any tier respect these ESG Standards likewise.

17.5 By signing this agreement, the parties confirm their on-going compliance with their own compliance standards set forth in the previously mentioned paragraph and procedures and their compliance with all applicable laws. Each party may, at any time, request the other party to renew this confirmation during the pendency duration of the agreement. Nothing in this section shall limit either party from amending or modifying its own compliance standards and procedures, provided the content continues to address compliance with applicable laws and ethical conduct.

17.6 The Seller shall endeavor to cause also its Affiliated Companies and subcontractors to introduce and comply with conduct guidelines, as well as take measures, which correspond with the ESG Standards. Subcontractors 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 performing this Agreement, regardless of whether they have a contractual relationship with the Seller or not.

17.7 The Seller shall support SCHÖLLY in the implementation of legally required due diligence processes through active and truthful participation and cooperation. Especially with regard to the human rights and environmental expectations expressed in the 'ESG Standards for Suppliers', and in light of SCHÖLLY 's obligations under the German Supply Chain Due Diligence Act, the following applies: SCHÖLLY is entitled, on a case-by-case basis, to request additional information regarding compliance with laws and requirements listed in the 'ESG Standards for Suppliers', and to conduct compliance assessments (e.g. through self-assessment questionnaires, on-site audit, submission of certifications) - up to a maximum of once per calendar year, unless there is a justifiable reason for a review - with prior notice.

17.8 The obligations under this section shall be deemed as requirement for fulfilment of the Seller's contractual obligations of the Agreement. If the Seller should breach any provision or regulation under this section or obligations contained in the 'ESG Standard for Suppliers' SCHÖLLY has the right to terminate this agreement for cause and any other agreements or business relationships between SCHÖLLY and the Seller including each party's Affiliated Companies for cause. It is within SCHÖLLY 's discretion to forego termination and instruct the Seller to promptly develop and implement a plan for rectifying or minimizing the violation and preventing

future violations. During the plan's implementation, SCHÖLLY can temporarily suspend the business relationship.

18. Term and Termination

18.1 The parties agree on the term of the contract in the purchase order. The respective contract may be terminated by SCHÖLLY at any time with six (6) weeks' notice to the end of each calendar quarter.

18.2 SCHÖLLY shall have the right to continue the use of the services at the same conditions beyond the end of the contract term on a monthly basis.

18.3 After expiry of the agreed contractual term or termination of the agreement, SCHÖLLY shall have the right to purchase the services by offsetting the remuneration paid to date.

18.4 Upon termination of the term, the Seller shall be obligated to return all data, documents and other items owned by SCHÖLLY and received from SCHÖLLY or to delete them upon SCHÖLLY's express request. Evidence of the deletion shall be provided to SCHÖLLY of the deletion. SCHÖLLY shall be entitled to verify the deletion.

19. Miscellaneous

19.1 The contractual relationship is subject to the laws of Germany, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

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

19.3 For all disputes arising from or in connection with this contract, the parties shall endeavor 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 SCHÖLLY. However, SCHÖLLY 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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