

General Terms and Conditions of Sale

1. General Scope

1.1 These General Terms & Conditions of Sale apply to all (including future) business transactions, 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 "Seller"). The General Terms and Conditions of the Seller 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 (or additional) general terms and conditions of the contracting party ("Purchaser") are not acknowledged by the Seller, unless he expressly agreed to them. This requirement for approval shall apply even if the Seller performs delivery to the Purchaser without reservations while being aware of the Purchaser's deviating or conflicting general terms and conditions.

1.3 Purchase orders and all relating declarations shall only be binding in written form.

2. Offer and Acceptance

2.1 If a written order is to be regarded as an offer within the meaning of §§ 145 ff. BGB, the Seller may accept it within two weeks.

2.2 If the Purchaser's financial circumstances and/or credit rating or reference change for the worse after signing of the contract or in the event that such circumstances, already existing in the moment of signing, emerge retroactively, the Seller is entitled to withdraw from the contract, if the Purchaser is not willing to provide an advance payment or security at the Seller's request.

3. Confidentiality

The Purchaser is obligated to keep confidential all technical, scientific, business related or other information of the Seller even after contractual relationships between the Seller and the Purchaser have ended. This confidentiality obligation shall not include any information that is lawfully known to the public or to information which may be disclosed by the Seller's written approval.

4. Prices

4.1 The prices stated in the current price list respectively issued by the Seller are non-binding. The applicable value added tax (VAT) shall be separately invoiced to the Purchaser in accordance with the statutorily prevailing amount.

4.2 The Seller's prices include a processing fee of 50,- Euro (€) on orders below a net order value of 1.000,- Euro (€).

5. Payment

5.1 The purchase price is due and payable in Euro (€) net within 30 days from the date of the invoice.

5.2 Any cash discount or deductions is only applicable in accordance with relevant information on the invoice. The payment of such deduction shall be deemed to have been made on the date when the amount in question has been received by the Seller or has been booked to one of the Seller's bank accounts.

5.3 Withholding of payments due to or the offsetting of counterclaims by the Purchaser shall only

be permissible if these counterclaims are undisputed or have been legally established.

6. Delivery and Transfer of Risk

6.1 Delivery dates are valid following an express written confirmation. They are deemed to have been met if the products are registered as ready for dispatch on the agreed date.

6.2 Unless expressly agreed otherwise, delivery shall be ex works (EXW) for deliveries within Germany and free carrier (FCA) for deliveries outside of Germany.

6.3 The supply of products is made at the risk and expense of the Purchaser even in the exceptional case of the Seller bearing the costs of shipment/ delivery.

6.4 If the products cannot be dispatched for reasons the Purchaser is responsible for, the Seller is entitled to store the products at the risk and expense of the Purchaser. The date of storage is then deemed to be the delivery date and the warehouse receipt replaces the delivery documents.

6.5 In the event of default in acceptance or any other breach of obligations of cooperation by the Purchaser, the Seller shall be entitled to demand compensation for the resulting damage, including any additional expenses. In this case, the risk of loss, destruction or damage to the products shall pass to the Purchaser at the time of the default in acceptance or the breach of obligations of cooperation.

6.6 Additional claims for damages may be asserted by the Seller at his own discretion.

7. Retention of Title

7.1 The products remain the property of the Seller until all its claims against the Purchaser have been satisfied. In case of a breach of contract by the Purchaser, including but not limited to a default in payment, the Seller is entitled to take possession of the products.

7.2 The Purchaser shall take all measures, to the extent necessary in accordance with the regulation of foreign legal systems, to register the retention of title.

7.3 As long as the title to the products has not yet been transferred to the Purchaser, he is obliged to handle the products with due care and to insure them sufficiently against any damages caused by fire, water, or theft to the reinstatement value at his own expenses. Any expenses potentially resulting in necessary investments such as maintenance and inspection work shall be covered by the Purchaser.

7.4 In the event the products supplied by the Seller are resold as intended or transferred to a third party for any legal reason before payment has been effected in full, the Purchaser is deemed to have hereby assigned to the Seller all rights and claims, including all ancillary rights towards his customers, resulting from the sale of the products. In case of processing, combination or mixture of the products as determined, the value of the assignment equals the amount of the invoice value of the products of the Seller which have been used for this purpose.

7.5 Insofar as the value of any products which are subject to a retention of title exceed the value of any claims which the Seller has against the Purchaser by more than 10%, the Seller is obligated, upon the Purchaser's request, to release such securities. The Seller will decide at its discretion which securities to release.

7.6 Upon request by the Seller, the Purchaser in default shall notify its debtor of the assignment and shall supply the Seller with all information required for the collection of the claim and hand out all necessary documents. Unless otherwise stipulated by the Seller, the Purchaser is entitled and obliged to collect the proceeds of the products resold, which becomes ipso jure the property of the Seller, and to hold these in custody for the Seller separately from other proceeds or payments received by the Purchaser.

7.7 In case of doubt, the retention of title remains effective until the Purchaser can prove in each individual case that the products have been paid for in full. In the event, that products delivered by the Seller under the retention of title have been claimed by a third party by any means (i.e. attachment of the debt or a third party has put forward a claim on the receivables assigned to the Seller), the Purchaser is obliged to inform the Seller without any delay and notify the third party of the retention of title in the assignment.

8. Warranty and Liability

8.1 Agreements on product quality ("Beschaffensvereinbarungen") are always possible between the Seller and the Purchaser and are decisive for the target quality ("Sollbeschaffenheit") of the products.

8.2 The Purchaser shall assert apparent defects on products within seven (7) days after receipt of the products in written form. Latent defects on products shall be reported within seven (7) days after their appearance. Otherwise, the products shall be deemed approved. Obvious damage to products, which is apparent at the moment of delivery, shall be notified to the forwarding agent or carrier at the time of delivery.

8.3 In case of non-conformity of the products the Seller is entitled at its discretion, to either a repair or replacement product at the Seller's cost. If the repair or replacement product fails, the Purchaser is entitled to reduce the purchase price by the value of the failed product or to terminate the contract in relation to the failed product.

8.4 Warranty claims shall be time-barred after 12 months of delivery of the products to the Purchaser.

8.5 The Seller's liability shall be limited to intent, gross negligence and fundamental breach on the Seller's part or by the Seller's agents or representatives. The Seller's liability for death and personal injury as well as under the Product Liability Act and the German Pharmaceuticals Act shall remain unaffected. Except for intent Seller's liability shall in any case be limited to foreseeable losses.

9. Force Majeure

9.1 In the event of force majeure which prevent the Seller from fulfilling its obligations in whole or in part shall release the Seller and the Purchaser from the performance of their respective contractual obligations until the force majeure ceases.

9.2 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. The Seller shall inform the Purchaser immediately without delay.

9.3 In the event of force majeure, the Purchaser and the Seller shall be entitled to an

Document IMS No.	SYD-5-3-01-000-5-D-EN	Initial Date	17-Mar-2014
Revision Index	D	Revision Date	30-Jul-2024
Form/List No.	None	Page	1 of 2

extraordinary written termination with a notice period of 60 days.

9.4 The Seller and the Purchaser shall determine by mutual agreement whether all activities that were not performed during this period shall be made up for once the Force Majeure ended.

10. Compliance

10.1 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 "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>. 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.

10.2 The Seller conducts regular training for its employees as well as employees of its Affiliated Companies to foster and to ensure the compliance with the B. Braun Code of Conduct.

10.3 The Purchaser 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.

10.4 The Purchaser is obliged to regularly conduct appropriate trainings of its employees and the employees of its Affiliated Companies.

10.5 The Seller and the Purchaser confirm to have refrained from violating their conduct guidelines and will renew this confirmation upon request. These Terms and Conditions shall not prevent either the Seller or the Purchaser to further assess or to renew their own conduct guideless in accordance with the true meaning or to implement new or reassessed measures to comply with legal regulations.

10.6 The Purchaser ought to facilitate the implementation and compliance of conduct guidelines by his Affiliated Companies as well as the introduction of measures, which comply with the B. Braun Code of Conduct.

10.7 The compliance with and implementation of the commitments and measures specified in this clause by the Purchaser shall constitute material contractual obligations. A breach of this provision shall entitle the Seller to terminate any contracts existing between the Purchaser or its Affiliated Companies and the Seller or its Affiliated Companies without notice.

11. Export

11.1 The deliveries and services (performance of contractual obligations) are subject to the provision that no obstacles to fulfillment due to national or international regulations exist, in particular export control regulations as well as embargoes or other sanctions. The Seller undertakes to provide all information and documents required for the export/transfer/import of the products. Delays due to export inspections or approval procedures shall suspend deadlines and delivery times in this respect. If required approvals are not granted, the contract shall be deemed invalid in regards of the parts concerned

11.2 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Council Regulation (EU) No 833/2014 and Council Regulation (EU) No

765/2006 (each as amended from time to time) (Critical Goods).

11.3 The Purchaser shall not use or allow the use of any intellectual property rights, trade secrets or material or other information protected by intellectual property rights or protected as trade secret in connection with common high priority items as listed in Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia.

11.4 The Purchaser must ensure that the purpose of section 11.2 and 11.3 is not frustrated by any Third Parties further down the commercial chain, including by possible resellers. This includes implementing an obligation minimum as strict as this Section 11 into their relevant contracts with Third Parties.

11.5 In addition, the Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any Third Parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of section 11.2 and 11.3.

11.6 Any violation of section 11.2-11.5 shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of at least 30% of the total value of this Agreement or price of the Products exported, whichever is higher.

11.7 The Purchaser shall immediately inform the Seller about any problems in applying section 11.2-11.5, including any relevant activities by Third Parties that could frustrate the purpose of paragraph 11.2 and 11.3. the Purchaser shall make available to the Seller information concerning compliance with the obligations under section 11.2-11.5 within two weeks of the simple request of such information.

11.8 At the request of the Seller, the Purchaser shall be obliged to provide all necessary documents and evidence in order to be able to verify the contractually agreed final whereabouts. The Seller is entitled to verify the whereabouts of the Critical Goods by means of on-site inspections or to commission Third Parties to carry out on-site inspections.

12. Miscellaneous

12.1 These Terms and Conditions and overall legal relation between the Seller and the Purchaser are subject to the laws of Germany with exception to the UN sales law (CIGS).

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

12.3 For all disputes arising from or in connection with these General Terms and Conditions of Sale and the legal relationship between the Purchaser and the Seller, the Purchaser and the Seller agree that the exclusive place of jurisdiction shall be the local or regional court having jurisdiction over the Seller. However, the Seller shall also be entitled to sue the Purchaser at the place of jurisdiction of its place of business in accordance with the law applicable there.

Status: July 2024

Document IMS No.	SYD-5-3-01-000-5-D-EN	Initial Date	17-Mar-2014
Revision Index	D	Revision Date	30-Jul-2024
Form/List No.	None	Page	2 of 2