

**General Terms and Conditions of Purchase
of Löwenstein Medical SE & Co KG, Bad Ems
As of: April 2026**

Section 1 General

1. These General Terms and Conditions of Purchase (**GTCP**) apply to all business relationships with our contractual partners ("**Supplier**"). The GTCP only apply if the Supplier is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.
2. These GTCP apply exclusively. We do not recognize any conflicting, deviating or supplementary terms and conditions of suppliers unless we expressly acknowledge them in writing. Our GTCP shall still apply if we accept the Supplier's delivery unconditionally, even knowing that the Supplier's terms and conditions conflict with or deviate from our GTCP.
3. Written form as defined by these GTCP includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts as to the legitimacy of the declarant, remain unaffected.

Section 2 Conclusion of contract

1. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require our subsequent written confirmation in order to have legal effect. The same applies to verbal side agreements and amendments to the contract.
2. The Supplier is obliged to accept our order in writing without delay, but at the latest within a period of ten bank working days (Koblenz banking center). In the case of order acceptances received at a later date, the contract shall enter into effect within a period of five bank working days after receipt as long as we do not object.
3. Delayed acceptance of our order or acceptance with the indication of deviations shall be deemed a new offer and shall require our written consent. If the Supplier submits an offer to us in response to our inquiry, it must expressly draw our attention to any deviations in its offer from our inquiry, together with our systems and drawings, our production samples, specifications, technical conditions and quality guidelines (hereinafter collectively referred to as "**Specifications**"), stating the deviations; otherwise our Specifications shall be deemed to be an integral part of the Supplier's offer.

4. No remuneration shall be granted for visits or the preparation of offers, projects, etc.
5. The Supplier is obliged to specify our order number on all documents, in particular on order acceptances, invoices, shipping documents, delivery bills, test reports, proofs and certificates. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation (delays, incorrect or return deliveries, etc.).
6. We may demand changes to the delivery item even after the contract has been concluded, as long as doing so is reasonable for the Supplier. In the event of such an amendment to the contract, the effects on both parties, in particular with regard to additional or reduced costs and delivery dates, must be appropriately taken into account.

Section 3 Prices and payment

1. The price stated in the order is binding (fixed price). In the absence of a written agreement to the contrary, the price shall include the costs for the shipment regulated in Section 4(1). If no prices are stated in the order, the Supplier's list prices at the time of the order shall apply with the customary deductions.
2. The Supplier guarantees that the prices stated in the order are not higher than the lowest prices charged by the Supplier to other customers in a comparable situation for similar quantities of goods or service volumes of a comparable type and quality.
3. The terms of payment shall be agreed upon individually. In the absence of an individual agreement, we shall pay the purchase price within 14 days, calculated from delivery and receipt of the invoice, with a 2% discount or net within 30 days of the due date and receipt of the invoice.
4. We shall be entitled to offsetting and retention rights to the extent permitted by law. In the event of a defective delivery, we shall also have the right to refuse payment in the amount of three times the costs required to remedy the defect.
5. The Supplier may only assign its claims or have them collected by third parties with our written consent. We can refuse consent if there is a justified interest. The arrangement in § 354(a) HGB [Commercial Code] remains unaffected.
6. Payment does not imply acceptance of conditions and prices. The time of payment has no influence on the Supplier's liability for defects and the right to complain.

Section 4 Delivery

1. Unless otherwise agreed in writing, delivery shall be made free domicile, uninsured (in accordance with CPT, Incoterms® 2020) and including packaging. The place of performance for the service shall be the delivery address specified by us, in the absence of a specification our registered office or, in the case of an order by a branch office, the registered office of the respective branch office.
2. The delivery address stated in the order is binding. Any storage costs incurred for an order shall be borne by the Supplier.
3. The delivery date stated in the order is binding. If no delivery date is specified, immediate dispatch is required. Insofar as the Supplier is obliged to deliver certificates of origin or technical quality in addition to the goods, these must also be delivered with the goods on the agreed delivery date, albeit no later than ten calendar days after delivery. The provision of such certificates is an essential part of the Supplier's fulfilment obligation. The receipt of the delivery at the agreed delivery address shall be decisive for compliance with the delivery date.
4. The Supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to it which indicate that the agreed delivery date cannot be met. If the notification is made in good time, a reasonable grace period may be granted, taking our operational interests into account. If the Supplier fails to notify us in good time, it cannot invoke an impediment. The Supplier may only invoke the absence of necessary documents or parts to be supplied by us if the Supplier has sent us a timely written reminder for the documents or parts to be supplied and we have not provided them within a reasonable period of time.
5. In the event of a delay in delivery, we shall be entitled to demand a default penalty of 1% of the order value for each full week of delay, up to a maximum of 5% of the order value. We are obliged to declare the reservation of the default penalty within five calendar days of receipt of the delayed delivery.
6. We expressly reserve the right to assert further damages caused by delay, against which the default penalty is offset. In this context, we would like to point out that, as an assembly company, we are particularly dependent on punctual delivery. The absence of even a minor part or a necessary certificate can cause considerable delays in production and delivery and thus lead to damages that far exceed the order value.
7. If the delivery is made before the agreed delivery date, we will not be obliged to accept it. In the event of premature acceptance, the agreed delivery date shall remain decisive for the due date of the Supplier's payment claim.
8. We will only accept the quantities and numbers which we have ordered. Partial, excess or short deliveries are only permitted after prior agreement with us. In the case of partial deliveries, the remaining quantity must be indicated.
9. If we have assumed the transport risk in an individual contract, we do not wish to be covered by transport insurance and declare ourselves to be a customer that prohibits/waives transport insurance. We do not recognize any insurance premiums charged by the Supplier or forwarding agent.
10. We are entitled to return the packaging material to the Supplier at its expense and risk.
11. Force majeure shall release the Supplier and us from our performance obligations for the duration of the disruption and to the extent of its effect. Force majeure is defined as unforeseeable circumstances occurring after conclusion of the contract that are beyond the control of the contracting parties. This includes, but is not limited to, events and circumstances such as the following: wars, civil wars, epidemics, pandemics and strikes. The contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith. We shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract if we are no longer able to make use of the delivery/service due to the delay caused by the force majeure in light of the economic aspects at hand.

Section 5 Nature of the delivery

1. If the Supplier has any reservations about the type of execution we request, this must be notified to us immediately in writing.
2. Depending on the order, the additional quality conditions apply to the goods. In addition, the goods must comply with the applicable domestic and foreign legal conditions, the relevant regulations and directives as well as the documents on which the order is based, such as drawings, descriptions, samples, specifications, labeling and acceptance conditions.
3. All goods must comply with the latest version of the applicable safety regulations and provisions and must be approved by the competent inspection authorities upon delivery and approved for use for the intended purpose.
4. The Supplier is obliged to use environmentally friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties within the scope of economic and technical possibilities in accordance with the applicable laws and regulations. The Supplier shall

be liable for the environmental compatibility of the products supplied and for all consequential damage caused by the breach of its statutory disposal obligations.

5. The Supplier shall implement a quality management system of a suitable type and scope in accordance with the latest technical and scientific standards and ensure that the goods comply with our technical order conditions. The Supplier undertakes to keep records of the tests carried out, stating when, how and by whom the goods were tested and the results of the quality tests. All test, measurement and inspection results must be archived for 16 years, in view of the fact that the goods and services supplied are incorporated into goods that we supply to countries that sometimes require such long archiving periods by law. If we deem this necessary, the Supplier shall conclude a quality assurance agreement with us to that effect.
6. We are entitled to inspect all documents relating to test, measurement and inspection results at any time and to have copies of said documents made. Should any authorities or customers require us to inspect our production process and our test documents in order to verify certain requirements, the Supplier agrees to grant us or the authorities or customers of ours the same rights in its company and to provide the necessary support.
7. The Supplier undertakes to automatically send us initial sample test reports for parts based on drawings in the following cases: In the sampling process before the first serial delivery, before the first serial delivery after a modification to a product, before the first serial delivery from a new production facility, before the first serial delivery after the use of new machines, in the case of changes to processes, in the case of a new start-up after a complaint or a three-year break in production.
8. If necessary, the delivery must – depending on the transport route chosen by us – also contain evidence for the dangerous goods officer as to how the goods are to be classified, packaged, labeled and declared.
9. If agreed, the delivery must also contain certificates of origin, customs tariff classification or the technical nature of the goods.
10. The Supplier shall impose the same obligation on its upstream suppliers.
3. We are obliged to inspect the delivery for deviations from the agreed quality within a reasonable period of time. In any case, recognizable defects shall be deemed to have been reported in good time if our notice of defects is sent to the Supplier within five bank working days of receipt of the delivery or, in the case of hidden defects, after discovery of the defects.
4. If the delivery is defective, we shall be entitled to the resulting statutory claims in full.
5. The place of performance for subsequent performance is the location of the item.
6. Defects in the delivery/service reported during the warranty period, which also include the failure to meet any specification data and the absence of warranted characteristics, must be remedied by the Supplier immediately and free of charge upon request, including all ancillary costs, at our discretion by repairing or replacing the defective parts or making a new delivery. In particular, the Supplier shall bear all expenses incurred in connection with the determination and rectification of defects, including those incurred by us, in particular inspection costs, dismantling and installation costs, labor and material costs as well as transport and other costs for the shipment of defective parts and the return of defect-free parts. This shall also apply if the expenses increase due to the fact that the delivery item is taken to a place other than the place of performance.
7. We are also entitled to remedy the defect ourselves at the Supplier's expense if the Supplier is in default or if a request for subsequent performance is unreasonable. We may demand an advance payment from the Supplier for the expenses required to remedy the defect.
8. Minor defects can be rectified by us
 - in fulfillment of our duty to minimize damages
 - without prior consultation,
 without this limiting the Supplier's obligations arising from the liability for defects. We may charge the Supplier with the necessary expenses. The same applies if there is a threat of unusually high damages.
9. We are entitled to the statutory rights of recourse in the supply chain (§§ 445a, 445b and 478 BGB) without restriction. The rights of recourse shall also apply if the delivered goods have been processed by us or a third party.

Section 6 Acceptance and claims for defects

1. The transfer of risk shall take place upon acceptance.
2. If formal acceptance has been agreed, the Supplier shall bear the acceptance costs incurred as a result. The Supplier must specify the acceptance date at least ten bank working days in advance.
10. The limitation period for claims for defects shall be at least 36 months from the transfer of risk; longer statutory periods shall remain unaffected. The limitation period shall be suspended from the time of our notification of defects and shall only begin to run again after express rejection of the warranty or after express declaration of the rectification of

defects; in the case of defective parts of a complete product, the suspension shall be limited to the defective individual part.

Section 7 Product liability and insurance obligation; take-back obligation

1. If the Supplier is responsible for product damage, it shall be obliged to indemnify us against third-party claims upon first request to the extent that the cause lies within its sphere of control and organization and it is liable in relation to third parties.
2. In this context, the Supplier is also obliged to reimburse expenses in accordance with §§ 683, 670 BGB arising from or in connection with a claim by a third party, including a recall action carried out by us. We will inform the Supplier of the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give it the opportunity to comment.
3. Further claims remain unaffected.
4. We have the right to conclude settlements with third parties; the Supplier's obligation to pay compensation remains unaffected as long as the settlements are economically necessary and reasonable.
5. The Supplier undertakes to maintain product liability insurance with a lump sum cover of € 5,000,000 per personal injury/property damage.
6. We are entitled to return the goods or components of the goods to the Supplier at its expense and risk if they are used for the manufacture of a product which we are obliged to take back from our customers due to environmental regulations.

Section 8 Withholding tax

We have the right to withhold any withholding taxes for which we are liable where necessary, including any surcharges. Any such withholding tax withheld shall be deemed to be a payment by us to the Supplier within the scope of the business relationship. We will immediately send the Supplier a confirmation of the amount withheld and paid. Withholding tax shall not be deducted or shall be reduced if the Supplier provides us with a corresponding exemption certificate from the Federal Central Tax Office when the taxes are transmitted.

Section 9 Compliance

1. The Supplier is obliged to act in accordance with the legal provisions applicable to it and our Code of Conduct (see: <https://loewensteinmedical.com/en/company/compliance/>).
2. If there is reasonable suspicion or it is certain that the Supplier has violated the legal provisions applicable to it or our Code of Conduct, we cannot reasonably be

expected to continue to adhere to the contract and we shall be entitled to terminate the contract for good cause. Other rights, in particular to compensation for damages, remain unaffected.

Section 10 Liability

1. Any claims for damages against us by the Supplier, irrespective of the legal grounds, are excluded in cases of slight negligence. This exclusion of liability shall not apply to claims for damages based on a breach of cardinal contractual obligations by us. Furthermore, it does not apply to cases of injury to life, limb and health or to claims under the Product Liability Act.
2. In cases of slightly negligent breach of cardinal contractual obligations and gross negligence on the part of simple vicarious agents, compensation shall be limited to compensation for typical damages foreseeable at the time the contract was concluded.
3. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.

Section 11 Intellectual property rights

1. The Supplier warrants that no third-party intellectual property rights are infringed in connection with its delivery.
2. If any claims are asserted against us by a third party for this reason, the Supplier shall be obliged to indemnify us against these claims upon first written request. The Supplier's obligation to indemnify relates to all expenses necessarily incurred by us as a result of or in connection with the claim by a third party.
3. We are entitled to obtain permission to use the relevant delivery items and services from the authorized party at the Supplier's expense.
4. With regard to the conclusion of settlements with third-party claimants, Section 7(4) shall apply accordingly.
5. Upon request, the Supplier shall inform us of the use of published and unpublished own and licensed intellectual industrial property rights and applications for industrial property rights to the objects of the delivery.

Section 12 Retention of title and provisions

1. An expanded or prolonged retention of title by the Supplier is excluded.
2. If we provide parts to the Supplier, we reserve the right of ownership of these parts. Processing or transformation by the Supplier shall be carried out on our behalf. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.

3. If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer co-ownership to us on a pro rata basis; the Supplier shall hold the sole ownership or co-ownership for us.
4. We reserve the ownership and copyrights to tools provided; the Supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The Supplier is obliged to carry out any necessary maintenance and inspection work in good time at its own expense. The Supplier must notify us immediately of any malfunctions; if it culpably fails to do so, our claims for damages shall remain unaffected.
5. The Supplier is obliged to provide us with a list of the materials and tools belonging to us on June 30 of the previous year by the end of the first week of July of each year at the latest.

Section 13 Copyrights and confidentiality

1. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. Such documents are to be used exclusively for the contractual service and returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. This shall cease to apply if and insofar as the Supplier can prove in advance that the manufacturing knowledge contained in the documents provided has already become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.
2. Notwithstanding the above paragraph, the Supplier is entitled to disclose illustrations, drawings, calculations and other documents and information received to third parties insofar as is necessary for external processing. In such case, however, the Supplier must first inform us of the name and address of the third party. The third party must also be obliged to maintain strict confidentiality. In the event of a breach of the confidentiality obligation by the third party, the Supplier shall assign to us all claims resulting therefrom.
3. If the Supplier breaches any of the aforementioned confidentiality obligations, it shall pay a contractual penalty to be determined by us at our reasonable discretion, which, in the event of a dispute, may be reviewed by the Hamburg Regional Court. Our right to claim damages in excess of the contractual penalty shall not be excluded by the assertion of the contractual penalty.

Section 14 Data protection

Insofar as we collect and process personal data of the Supplier for the establishment, execution or termination of the contractual relationship with the Supplier, this is done in accordance with the statutory provisions on data protection, in particular the GDPR. Further information can be found at <https://loewensteinmedical.com/en/privacy-policy/>.

Section 15 Place of jurisdiction and applicable law; final provisions

1. The entire legal relationship with the Supplier shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of jurisdiction for all legal actions shall be Koblenz; however, we shall also be entitled to sue the Supplier at its general place of jurisdiction.
3. In addition, the INCOTERMS 2020 in their respective valid version shall apply insofar as reference is made to corresponding clauses in orders or in these GTCP.
4. If these GTCP require written form for declarations by the contracting parties, text form shall suffice in each case.
5. Should individual parts of these General Terms and Conditions of Purchase be invalid, this shall not affect the validity of the remaining provisions.
6. If the Supplier suspends payments, we shall be entitled to withdraw from the contract in whole or in part or to terminate it extraordinarily without this giving rise to any claims against us.

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