

## General Terms and Conditions of Purchase (GTCP) of MEDTRON AG

Effective: January 2026

### § 1 General Provisions – Scope of Application

- (1) These General Terms and Conditions of Purchase (GTCP) apply exclusively to all orders and contracts between MEDTRON AG (hereinafter “MEDTRON”) and its suppliers. They also apply to all future deliveries, services, or offers to MEDTRON, even if they are not agreed upon separately again.
- (2) Any conflicting, deviating, or supplementary terms and conditions of the supplier shall not become part of the contract, even if MEDTRON does not expressly object to them. These GTP shall also apply if MEDTRON accepts the delivery or service without reservation while being aware of conflicting terms and conditions of the supplier.
- (3) These GTCP apply only to business entities within the meaning of Section 14 of the German Civil Code (BGB), governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).

### § 2 Orders – Conclusion of Contract

- (1) Orders shall be placed in writing or electronically and are legally binding even without a signature.
- (2) The supplier must confirm orders in writing within five business days. If no confirmation is provided, MEDTRON shall no longer be bound by the order.
- (3) MEDTRON is entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with a notice period of at least 10 calendar days prior to the agreed delivery date.

### § 3 Prices – Payment – Assignment

- (1) The prices stated in the order are binding. Unless otherwise agreed, prices shall include delivery DDP (Delivery Duty Paid) in accordance with Incoterms® 2020 to the destination specified in the order, including packaging.
- (2) The EURO (€) is the standard transaction currency, unless our order specifies a different currency.
- (3) The content of the invoice must comply with legal requirements. The invoice must include a reference to the order number, as well as the delivery note number or service note number. Invoices must be sent in digital form to the email address [rechnung@medtron.com](mailto:rechnung@medtron.com). Please note that only human readable digital invoices in the X-Invoice format shall be accepted, and that individual files may contain only one invoice document each. An unlimited number of individual files may be attached to each incoming email.
- (4) Unless otherwise agreed in writing, we will pay within 30 days without deduction. The payment period begins upon receipt of the contractual service and a proper invoice. A service is only considered to have been performed in accordance with the contract once all documentation to be provided by the supplier (e.g., test certificates, test reports) regarding the delivered goods and services has been handed over to MEDTRON, which MEDTRON requires for quality assurance or regulatory reasons in the downstream supply chain.
- (5) The Supplier shall not be authorized to assign any claims without MEDTRON's prior written consent.

### § 4 Delivery – Delivery Time – Default

- (1) The delivery dates specified in the order are binding.
- (2) The Supplier shall be obligated to notify MEDTRON immediately in writing as soon as circumstances arise or become apparent that could cause a delay.
- (3) If the latest date on which delivery must take place can be determined based on the contract, the supplier shall be in default upon the expiration of that date, without the need for a reminder from MEDTRON.

- (4) In the event of a delay in delivery, MEDTRON shall be entitled to demand a contractual penalty of 0.2% of the net value of the goods per business day, up to a maximum of 5%. Further legal claims shall remain unaffected.
- (5) The supplier shall not be entitled to make partial deliveries without prior written consent.

## **§ 5 Packaging – Shipping – Accompanying Documents**

- (1) The goods must be packaged in a manner that is safe for transport and environmentally sound.
- (2) The supplier shall be obligated to include all necessary documentation (e.g., origin markings, declarations related to ROHS, REACH, weight specifications of the packaging materials used for statistical reporting in the German Dual System, customs declarations, in particular certificates of origin and preferential declarations, etc.) with the delivery.

## **§ 6 Quality – Regulatory Requirements**

- (1) The supplier guarantees that all deliveries comply with the state of the art, as well as the relevant legal and regulatory requirements for medical technology.
- (2) Any changes to products or processes require the prior written consent of MEDTRON.

## **§ 7 Transfer of Risk – Inspection – Notice of Defects**

- (1) Even if shipment has been agreed upon, risk shall not pass to MEDTRON until the goods are handed over to us at the agreed-upon destination.
- (2) MEDTRON shall be obligated to inspect the goods within a reasonable period of time. Any obvious defects must be reported within five business days; hidden defects must be reported immediately upon discovery.

## **§ 8 Liability for Defects**

- (1) MEDTRON shall be entitled to the statutory rights regarding defects without restriction.
- (2) The warranty period is 24 months from the transfer of risk, unless a longer period is mandatory by law.
- (3) Upon receipt of a written notice of defects by the supplier, the statute of limitations on warranty claims is suspended until the supplier rejects the claims, declares the defect to have been remedied, or otherwise refuses to continue negotiations regarding the claims. In the event of a replacement delivery or rectification of defects, the warranty period for replaced and repaired parts shall begin anew, unless MEDTRON had reason to assume, based on the supplier's conduct, that the supplier did not consider itself obligated to take such action, but rather carried out the replacement delivery or rectification of defects solely as a gesture of goodwill or for similar reasons.

## **§ 9 Product Liability**

The Supplier shall indemnify MEDTRON against all claims by third parties arising from a product defect and shall maintain adequate product liability insurance. If MEDTRON is required to conduct a recall campaign against third parties due to a defect in a product supplied by the Supplier, the Supplier shall bear all costs associated with the recall campaign.

## **§ 10 Intellectual Property Rights**

- (1) The Supplier warrants that no third-party intellectual property rights are infringed.
- (2) The Supplier shall indemnify MEDTRON against all claims; further statutory claims arising from defects in the products delivered to MEDTRON shall remain unaffected.

## **§ 11 Ownership**

- (1) Ownership of the goods shall pass to MEDTRON upon delivery. The supplier's retention of title shall apply only to the extent that it relates to MEDTRON's payment obligation for the specific products for which the supplier reserves title. In particular, an extended or prolonged retention of title shall not be permitted.
- (2) MEDTRON reserves ownership or copyright to orders and contracts issued by MEDTRON, as well as to drawings, illustrations, calculations, descriptions, and other documents provided to the supplier. The supplier may not make them available to any third parties, nor use or reproduce them itself or through third parties, without the express consent of MEDTRON. Upon request by MEDTRON, it has to return these documents in full

if they are no longer required by the supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies made by the supplier must be destroyed in this case; the only exceptions to this are retention in accordance with statutory retention obligations and the storage of data for backup purposes as part of standard data backup procedures.

(3) Tools and models that MEDTRON makes available to the Supplier or that are manufactured for contractual purposes and billed separately to MEDTRON by the Supplier shall remain the property of MEDTRON or shall become the property of MEDTRON. The Supplier shall identify them as MEDTRON's property, store them carefully, insure them to a reasonable extent against damage of any kind, and use them solely for the purposes of the contract. Unless otherwise agreed, the contracting parties shall each bear half of the costs of their maintenance and repair. However, to the extent that these costs are attributable to defects in the items manufactured by the Supplier or to improper use by the Supplier, its employees, or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall immediately notify MEDTRON of any damage to these tools and models that is not merely minor. Upon request, the Supplier shall be obligated to return them to MEDTRON in proper condition if they are no longer required by the Supplier to fulfill the contracts concluded with MEDTRON.

## **§ 12 Confidentiality**

The Supplier shall be obligated to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation shall remain in effect even after the performance of this contract; it shall expire if and to the extent that the knowledge contained in the illustrations, drawings, calculations, and other documents provided has become generally known.

## **§ 13 Data Protection**

The supplier undertakes to comply with the applicable data protection regulations.

## **§ 14 Place of Jurisdiction – Place of Performance – Governing Law**

- (1) The place of jurisdiction shall be Saarbrücken.
- (2) The registered office of MEDTRON shall be the place of performance, unless otherwise specified in the order.
- (3) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.