

General Terms and Conditions of Delivery Webshop Siemens Healthineers AG - Germany

Valid from December 1, 2023

1. Scope

- 1.1 These terms and conditions of delivery apply to the supply of consumables, reagents and consumables as well as accessories for medical and technical products as well as for ultrasonic systems, POC analysis systems and telematics solutions (hereinafter "Webshop Products") by us without simultaneous or subsequent acceptance of an obligation for us to install the webshop products
- 1.2 General terms and conditions of the customer shall only apply to the extent that we have expressly agreed to them in writing.
- 1.3 Ancillary agreements must be written in form.

2. Contract

The customer is bound to his order for four weeks, calculated from the date of placing of the order. The contract is concluded by our order confirmation.

3. Prices, payments

- 3.1 The prices are valid plus the applicable vat. For deliveries with a total order value (net) less than EUR 250,-- a small quantity surcharge of EUR 40,-- net will be charged. For deliveries with a total order value (net) of EUR 250,-- delivery is free of charge without a flat-rate settlement.
- 3.2 Our invoices must be paid without deduction within 10 days from the invoice date.
- 3.3 The customer can only offset against such claims that are undisputed or legally binding.

4. Delivery time

Insofar as ordered webshop products are available from us, shipping usually takes place within three working days after the conclusion of the contract.

5. Passing

- 5.1 The risk passes to the customer upon delivery to the customer. We insure the deliveries against transport damage and loss, these must be reported to us immediately after delivery with the addition of a damage report from the transport company.
- 5.2 If delivery is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk passes to the customer.
- 5.3 The customer may not refuse to accept deliveries due to minor defects.

6. Material defects

- 6.1 The customer will notify us of any material defects in writing immediately after detection.
- 6.2 For webshop products that exhibit material defects at the time of the transfer of risk, we provide replacement by delivery of defect-free webshop products. Defective webshop products must be returned by the customer to the address specified in the delivery note within one week of delivery of the defect-free webshop products. Ultrasonic systems are picked up by us. Returned webshop products become our property.
- 6.3 If the replacement delivery fails, the customer may, at his option, demand that the price be reduced or that the contract be cancelled. Clauses 8.3 to 8.7 apply to claims for damages. A return shall be made on the condition that the return sheet of the delivery note is completed in full, that the delivery note or its copy is placed in a transparent foil cover from the outside clearly visible on the package and that the reason for the return is indicated in the webshop. We will collect ultrasound systems after an appointment.

- 6.4 The time limit for the limitation period for claims for material defects shall be 12 months from the date of the transfer of risk. This does not apply to the extent that the law requires longer periods of time, furthermore in cases of injury to life, body or health as well as in the case of intent or gross negligence. The statutory provisions on the suspension or new start of the deadlines remain unaffected.

- 6.5 In the event of unjustified complaints of defects, we shall be entitled to demand compensation from the customer for the expenses incurred by us.

- 6.6 Claims for defects do not exist in the event of insignificant deviation from the agreed quality or in the case of natural wear and tear. They also do not exist in the event of damage resulting from incorrect or negligent handling and excessive stress after the transfer of risk. If the customer or third party improperly changes or repairs are made to the purchased webshop products, there are also no claims for defects for these and the resulting consequences.

- 6.7 Further or other claims of the customer due to a material defect are excluded.

7. Defects in the law

- 7.1 Deliveries are to be delivered only in Germany free of industrial property rights and copyrights of third parties ('intellectual property rights').

- 7.2 Should a third party assert legitimate claims against the customer for the reasons for the deliveries, we shall be liable within the period specified in clause 6.4 by obtaining a right of use at our discretion and at our expense or by modifying the delivered products or replacing them with non-proprietary rights. If we are unable to do so under reasonable conditions, the customer shall be entitled to the statutory right of withdrawal or reduction. In addition, claims for damages by the customer are governed by clause 8.

- 7.3 The obligations referred to in clause 7.2 only exist if the claims of third parties are themselves made due to the delivered products, the customer informs us in writing about claims of third parties immediately after their assertion and does not recognize them.

- 7.4 In the event of other defects of title, clause 6 shall apply accordingly.

- 7.5 Further or other claims of the customer due to a lack of rights are excluded.

8. Compensation, withdrawal

- 8.1 In the event of a non-compliance with an agreed delivery period, the customer may, if and insofar as he has suffered damage as a result of the non-compliance with the delivery period, demand compensation for delay for each completed week of delay of 0.5 % up to the amount of in whole 5 % of the value of that part of the delivery which cannot be used due to the delay. Claims for damages by the customer due to delay in delivery as well as claims for damages instead of performance that go beyond the limits specified in sentence 1 are excluded in all cases of delayed delivery, even after the expiry of a period for delivery set to us. The customer can only withdraw from the contract within the scope of the statutory provisions insofar as the delay in delivery is our stake. A return shall be made on the condition that the return sheet of the delivery note is completed in full, that the delivery note or its copy is placed in a transparent foil cover from the outside clearly visible on the package and that the reason for the return is indicated in the webshop. We will collect ultrasound systems after an appointment.

8.2 In the event of impossibility caused by us, the customer is entitled to claim damages. The claim for damages is limited to 5 % of the value of that part of the delivery, which cannot be used due to impossibility of performance. The right of the customer to withdraw from the contract remains unaffected. In the event of temporary impossibility, clause 8.1 shall apply.

8.3 We shall be liable without limitation for any personal injury for which we are responsible and shall reimburse the costs for the restoration of the goods up to an amount of EUR 125,000 per -, but not more than a total of EUR 750,000,-- for any material damage for which we are responsible. In the case of data carrier material, the obligation to replace does not include the effort required to recover lost data and information.

8.4 Further claims for damages and reimbursement of expenses by the customer (hereinafter: claims for damages), regardless of the legal reason, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded.

8.5 The restriction of the rights of the customer pursuant to clauses 8.1 to 8.4 does not apply to the extent that liability is mandatory, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, body or health, due to a assumption of the guarantee for the quality of an item or due to the violation of essential contractual obligations. However, the claim for damages for the violation of essential contractual obligations is limited to the foreseeable damage typical of the contract, unless there is intent or gross negligence, or is liable for injury to life, body or health.

8.6 Claims for damages pursuant to this clause 8 shall become statute-barred at the end of the limitation period applicable to claims for material defects in accordance with clause 6.4. This does not apply in the case of intent, gross negligence, injury to life, body or health or claims under the Product Liability Act.

8.7 A change in the burden of proof to the detriment of the customer is not connected with the above regulations.

9. User software, service software

9.1 If we make user software available with our deliveries, the customer and the operator authorized by the customer are granted the unlimited, non-exclusive right to use the software on the products with which it was delivered in an unaltered form and for the purposes specified in the product description.

9.2 The customer may copy the user software exclusively for backup purposes, but not modify, reverse engineer or reverse translate and not release any program parts.

9.3 Unless otherwise agreed, the usage fee for the user software provided with our deliveries is included in the purchase price. Extensions of the performance of products delivered to the customer by user software are carried out against calculation.

9.4 Insofar as the scope of use for the user software provided with our deliveries is contractually limited, we are entitled to check the actual use of the user software by means of a system survey. The customer is obligated to assist us in checking the use free of charge and to provide a written declaration on request, specifying, for example, the number of computers, users or CPUs for which the software is used. If the verification or declaration shows that the agreed licensing has been exceeded, the customer must pay royalties in accordance with the current price list. The assertion of further claims is reserved.

9.5 The service software supplied with our products may only be used by us for service purposes. If the customer intends to carry out service work on the products himself or through him, due to our usage rights to the service software, it is necessary to conclude a fee-based license agreement beforehand.

10. Ownership

The webshop products remain our property until they are paid in full.

11. Return of webshop products

11.1 In the event of a wrong order by the customer, a return is only possible within one week from the date of delivery at the shipping address indicated in the delivery note and against payment of a flat-rate expense of up to 500,- EUR net. In addition, a return in the event of a wrong order is only possible if

- Wear and consumables, accessories, spare parts, POC analysis systems and telematics products are packaged in their original and are in unopened condition
- the return sheet of the delivery note has been completed in full, the delivery note or its copy is placed in a transparent foil cover from the outside clearly visible on the package and the reason for the return is indicated in the webshop,
- appropriate packaging has been used for the return to ensure transport requirements (original packaging or equivalent packaging),
- hygiene regulations and radiation protection conditions have been complied with
- and the return has the same material number as the supplied wear or consumable, accessories or ultrasonic systems.

11.2 By way of derogation from clause 11.1, ultrasonic systems can be returned within a period of two weeks from the date of delivery in the event of a wrong order by the customer, provided that the hygiene regulations have been complied with. The return must be registered in the webshop via 'Start return' within this period. A pick-up will then be carried out by us after appropriate appointments.

11.3 By way of derogation from clause 11.1, no return can be made for reagents in case of incorrect ordering for quality assurance reasons.

11.4 The customer bears the risk until the time of return. The return passes into our property with the transfer of risk.

12. Export restrictions

The export of wear and consumables as well as accessories and possibly associated documents may be subject to the authorisation requirement, e.g. due to their nature and intended use (see also notes in the delivery notes and invoices).

The customer must comply with the applicable regulations of national and international (re-)export control law when passing on the goods delivered by us or the work and services provided by us to third parties.

The customer shall infer in full from all claims asserted against us by authorities or other third parties due to the customer's failure to comply with the above export control obligations and undertakes to compensate us for all damages and expenses incurred by us in this connection.

13. Reservation clause, transfer of contractual rights and obligations

Siemens Healthineers AG's performance of the contract is subject to the proviso that there are no obstacles to compliance due to national or international regulations of foreign trade law, as well as no embargoes or other sanctions.