



General Terms and Conditions of Sale of Goods and Services (GTCS) Version 5.0, as of 01.05.2024

Activoris Medizintechnik GmbH
Activoris Food Packaging GmbH

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A current version of these Terms and Conditions of Sale can be found at:
www.activoris.com/rechtliches.

1 Applicability, General

- 1.1 These General Terms and Conditions of Sale ("GTCS") apply to the sale of goods ("Deliveries") or work/services ("Services") by Activoris to a Client ("Client") and form part of the Deliveries, Services and Agreements relating to such purchase. The German language version of these GTCS is the legally binding version.
- 1.2 Any other terms and conditions - unless agreed in writing - shall not apply. Deviations from these GCS agreed between Activoris and the Client take precedence over these GCTS.
- 1.3 Consumers within the meaning of these GTCS are natural persons with whom a business relationship is entered into without a commercial or independent professional activity being attributable to them.
- 1.4 Entrepreneurs within the meaning of these GTCS are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into, who are acting in the exercise of a commercial or independent professional activity, as well as legal persons under public law or a special fund under public law.
- 1.5 Clients within the meaning of these GTCS are both consumers and entrepreneurs.

2 Offers and order

- 2.1 The quotations of Activoris are subject to change without notice, unless expressly agreed in writing in the quote. We reserve the right to make technical changes as well as changes in shape, color and/or weight within the scope of what is reasonable.
- 2.2 Changes or additions to a confirmed Client order are only binding if they are confirmed in writing by Activoris.

3 Order and order confirmation

- 3.1 If the order confirmation deviates from the order, Activoris is only bound if it has agreed to the deviation in writing. In particular, Activoris is only bound by the Supplier's general terms and conditions to the extent that these are consistent with its terms and conditions or it has agreed to them in writing. The acceptance of deliveries or services as well as payments do not constitute consent.
- 3.2 Changes or additions to the order are only effective if they have been confirmed in writing by Activoris.

4 Delivery and transfer of risk

- 4.1 If shipment of the ordered goods is required, this will take place from the Activoris site at the expense and risk of the client. Activoris is free to choose the carrier and the means of transport. Even then, the risk is transferred to the Client when the goods are handed over to the carrier. If the shipment is delayed due to circumstances for which the Client is responsible, the risk is already transferred to the Client at the time of readiness for shipment.
- 4.2 A prerequisite for compliance with an agreed delivery time, including for the completion of services, is the timely fulfillment of the contractual obligations assumed by the Client, in particular the provision of the necessary information, performance of the agreed payments and, if applicable, the provision of agreed securities.
- 4.3 Within the scope of services, it is at the discretion of Activoris to award partial orders to third parties. Invoicing shall be carried out in accordance with Section 7.2.
- 4.4 Unless otherwise agreed in the order, Activoris is free to choose the location and personnel for the provision of the services.
- 4.5 Delivery by Activoris is subject to timely delivery of sub-suppliers. Activoris will notify the Client if self-delivery does not take place or is delayed.
- 4.6 An agreed delivery time is deemed to have been met if the delivery item has left Activoris timely. In the case of delivery of reports from services, this is the dispatch by e-mail to the Client. The deadline for deliveries and services is extended appropriately in the event of unforeseeable obstacles that are beyond the control of Activoris.
- 4.7 Force majeure: war, civil war, export restrictions or trade restrictions due to a change in political circumstances, as well as strikes, lockouts, operational disruptions, operational restrictions or similar. Events that make it impossible or unreasonable for Activoris to fulfill the contract shall release Activoris from the obligation to provide the service on time for the duration of their occurrence.

5 Master framework agreements and partial acceptances

- 5.1 Service or development projects that are divided into several work streams or work packages and corresponding milestone payments are deemed to be framework agreements.
- 5.2 Acceptance of a project deliverable under a milestone or partial service is associated with the partial transfer of risk to the Client. Upon acceptance, the Client also confirms

that it has received all documents required for the economic transfer of the partial service.

- 5.3 Accepted and paid deliverables or milestones are excluded from reimbursement.
- 5.4 If information or documents are not provided by the Client (see section 4.2) lead to delays, Activoris shall be entitled to invoice a project milestone without the corresponding work packages. In this case, the Client shall not unreasonably refuse the acceptance of the project milestone.

6 Travel time and travel expenses

- 6.1 Activoris is basically free to choose the means of transport, but will endeavor to select the most favorable travel option in consultation with the Client. The Client will reimburse 1st class rail travel, economy flights within Europe, business flights to other continents and car travel at 40 ct per km traveled (route according to Google Maps).
- 6.2 Travel times are charged at 50% of the agreed hourly rate. For trips that take more than 4 hours or include an overnight stay, the full hourly rate of the actual travel time will be charged, but not more than 8 hours per day or the agreed daily rate.
- 6.3 Travel expenses shall be invoiced according to the applicable tax legislation in the amount of the justified additional expenses for meals.

7 Prices, payments, retention of title

- 7.1 In the case of service orders with a duration of more than one year, Activoris is entitled to make price adjustments per contract year, but at most in accordance with the "Indices of Employee Earnings" (Item C21: Production of pharmaceutical products, total, entire Federal territory; published by the Federal Statistical Office, www.destatis.de).
- 7.2 Subcontracts, services of third parties and other external costs incurred in the course of the performance of services shall be invoiced with a pass-through surcharge of 5%, unless otherwise agreed.
- 7.3 Payments are due within 14 days net without deductions, unless otherwise agreed. If the client is in default of payment, Activoris is entitled to charge interest at the statutory rate (§ 288 para. 1 and 2, BGB). If Activoris can prove a higher damage caused by delay, Activoris is entitled to claim this.
- 7.4 Withholding of payment or offsetting due to any counterclaims of the Client is excluded, with the exception of undisputed or legally established claims.
- 7.5 The delivered goods or services remain the property of Activoris until all claims have been settled in full (extended reservation of title). The Client is not permitted to dispose of the goods subject to retention of title (for example by sale, pledging, transfer by way of security, donation, transfer for use).

8 Sample shipments, Technology provision

- 8.1 Packaging and shipping costs for sample shipments shall be borne by the Client. Special shipping insurance, if requested, shall be borne by the Client.
- 8.2 The risk of loss, destruction or damage to the goods provided to the Client for trial purposes, for whatever cause, shall pass to the Client at the time of shipment.
- 8.3 The Client is obliged to provide Activoris with written information on the stock, use of goods made available, for example for inventory purposes. Onward shipment of goods to third parties requires the written consent of Activoris.
- 8.4 The duration of the provision of goods for trial or for technical tests is limited to a maximum of three months, unless otherwise agreed in writing. After expiry of the trial period, the Client is obliged to return the goods free of charge to Activoris in full at its own expense, otherwise Activoris is entitled to recover or charge for the goods. The Client will provide test results and generated raw data to Activoris.
- 8.5 Activoris accepts no liability for the use of the goods provided for trial other than for their intended use, in particular when used for exploratory research purposes at the Client's premises.
- 8.6 The Client expressly acknowledges the regulations on IP rights in Section 10.
- 8.7 If the goods are taken over by purchase after completion of the trial order, all warranty periods shall commence on the date of commencement of the trial order.

9 Provision of materials by the Client

- 9.1 In the event of materials being provided by the Client, e.g. for technical tests on the premises of Activoris, the materials will be accepted with the necessary accompanying documents and data sheets, from which the required handling, storage, hazard class etc. can be seen.
- 9.2 Activoris will return residual materials after testing at the Client's request. The transport costs shall be borne by the Client.

10 Intellectual Property, Rights of use

- 10.1 All pre-existing rights of the Client and Activoris remain unaffected. Activoris receives with the placing of the order by the client the limited license to use all rights of the client that are necessary for the fulfillment of the order. The Client warrants that if Activoris uses the Client's rights/materials, the order fulfillment will be free from third party rights.
- 10.2 Any new data, know-how, inventions generated as part of Activoris' service or by the Client as part of technology provision under Sections 8 and 9 will become the property of Activoris insofar as they are directly related to Activoris' pre-existing rights.
- 10.3 All new data, know-how, inventions generated as part of the services by Activoris or by the Client as part of technology provisions pursuant to Section 8 will become the



property of the Client, insofar as they are directly related to the pre-existing rights of the Client.

- 10.4 All non-separable data, know-how, Inventions that are not clearly Activoris Property or Client Property pursuant to Sections 10.2 and 10.3 shall be joint property. Patent applications on such joint Inventions may be filed only if both agree to file them jointly. Activoris and the Client will assist each other in filing patent applications to the best of their ability and at each other's expense. Further details are to be regulated in a separate agreement.

11 Confidentiality, tools, moulds, samples

- 11.1 Products, tools, molds, samples, models, profiles, drawings, standard sheets, print templates and gauges provided by Activoris may not be passed on to third parties or used for purposes other than the contractual purposes without the written consent of Activoris. They must be secured against unauthorized inspection or use. Subject to further rights, Activoris may demand their surrender if the Client breaches these obligations.
- 11.2 The Client shall not make available to third parties any information further obtained from Activoris, unless it is generally or otherwise lawfully known to the Client. Stricter and more detailed regulations in separate confidentiality agreements are not affected by this.

12 Failure to perform, warranty, termination

- 12.1 The Client must immediately inspect the goods dispatched or services (e.g. reports, samples, prototypes) to ensure that they are in accordance with the contract.
- 12.2 Within the scope of services, Activoris does not guarantee the commercial usability of the delivered results/samples/prototypes for a specific purpose.
- 12.3 Entrepreneurs must notify Activoris in writing of obvious defects within a period of five working days from receipt of the goods or reports. Hidden defects must be reported to Activoris in writing by the Entrepreneur immediately after discovery, but no later than three months after receipt.
- 12.4 In the case of deliveries of goods, Activoris has the choice of subsequent performance by rectification within a reasonable period or by replacement. If the rectification fails, the Client may withdraw from the contract. However, the withdrawal is only possible in the case of significant defects or fraudulent intent by Activoris. The purchase price, rent will be refunded for goods delivered. However, any further compensation for damages is excluded.
- 12.5 If specified project goals are not achieved in the case of contract developments due to technical, commercial, patent or other circumstances that become apparent in the course of the project, Activoris has the choice of subsequent performance by rectification within a reasonable period. If the rectification fails, or is disproportionate, or if agreement with the Client on the adjustment of the specifications fails, Activoris and also the Client may withdraw from the contract. In this case, Activoris will prepare a project statement of the hours worked, including all services already ordered and which can no longer be cancelled, and reserved capacities, which will be offset against any advance payments made.
- 12.6 Activoris can terminate a contract without notice if insolvency or similar proceedings are opened against the Client's assets or if the opening of such proceedings is rejected due to lack of assets. Activoris may further terminate with reasonable notice if the condition of force majeure at the Client lasts longer than 3 (three) months.
- 12.7 For Entrepreneurs, the limitation period for warranty is one year from delivery, for consumers two years (for used goods one year).
- 12.8 Any warranty shall expire if the delivery item has been modified by the Client so that the goods no longer correspond to the intended use.

13 Liability

- 13.1 Activoris shall not be liable to entrepreneurs in the event of negligent breach of immaterial contractual obligations.
- 13.2 Claims for damages by the Client due to a defect become time-barred after one year from delivery. The damageliability is in any case limited to the order value/purchase price.
- 13.3 These limitations shall not apply to claims arising from product liability.

14 Data Protection

- 14.1 In the context of the business relationship or its initiation, we, Activoris Medizintechnik GmbH, Wohraer Straße 37, 35285 Gemünden (Wohra), receive personal data from you. These belong to the following categories: Address data (including electronic addresses and telephone numbers, if applicable), personal master data, data resulting from the contract or business with you (e.g.: type of service, ordered goods, delivery addresses, etc.).
- 14.2 These data are indispensable in order to either fulfill or initiate the contract with you. The legal basis for the processing therefore results from Art. 6 para. 1 lit. B DS-GVO. Should you not be our contractual partner yourself, but merely act on behalf of your employer, we will process your data as our contact person in your company in order to ensure a smooth and efficient operational process by directly addressing our contact person. We store this data for the duration of the business relationship with you or your employer.
- 14.3 In addition, financial data (invoices, etc.) accrue in the course of the business relationship, which we must store for 10 years due to § 147 AO in conjunction with Art. 6 (1) lit. C DS-GVO. The same storage period applies to communication conducted with you, whether analogously or by e-mail (§ 257 HGB in conjunction with Art. 6 para. 1 lit. C DS-GVO). If we pass on your data to third parties in the context of fulfilling a contract,

this is done either because we have engaged these third parties as processors on our behalf (pursuant to Art. 28 DS-GVO) or because it is indispensable for the fulfillment of the contract; this is the case, for example, when passing on data to a shipping company for delivery purposes. In all these cases, we only transfer the data that is necessary for the fulfillment of the purpose. Any further data transfer requires your consent, which we will request from you if necessary. You may revoke such consent at any time with effect for the future.

- 14.4 In cases where we use address data from you to send you information beyond the current business relationship, this is done on the basis of a legitimate interest in transmitting this information (Art. 6 (1) lit. F DS-GVO) and in accordance with the regulations from § 7 UWG. Of course, you can object to this information delivery at any time.
- 14.5 In certain cases, it may happen that we cooperate with credit agencies (e.g.: Schufa or Creditreform) in the context of contract initiation or fulfillment. If this is the case, such processing is based as a legitimate interest on Art. 6 (1) lit. F DS-GVO.
- 14.6 If the purpose for which we process your data changes in the course of data storage, we will inform you of this in accordance with Art. 13 (3) DS-GVO. We do not transfer your data to a third country, we do not process it as part of an automated individual decision and we do not engage in profiling. If we have not collected your data directly from you, but from third parties, we have informed you in detail about this fact during the initial contact in accordance with Art. 14 DS-GVO.
- 14.7 You have the following rights as a data subject in the context of this processing: Right to information (you can also request all information of this notice at any time), right to erasure of the data (unless deadlines prevent this), right to be forgotten (if data have been transmitted, we must request the recipient to erase them), right to object to the processing activity, right to rectification if the data are incorrect, right to complain to the supervisory authority.
- 14.8 In order to safeguard the rights and to ensure legally sound processing, we have appointed an external data protection officer. These are the contact details: gds - Gesellschaft für Datenschutz Mittelhessen mbH, datenschutz@gdsdm.de, 06421 / 80413-10.
- 14.9 The Client hereby implicitly assures that he agrees to the collection and processing of his data by Activoris Medizintechnik GmbH and that he has been informed of his rights. This does not require a signature.

15 Reservation clause

- 15.1 The performance of the contract by Activoris is subject to the proviso that there are no obstacles to performance on the basis of national or international regulations of foreign trade law and no embargoes and/or other sanctions.

16 Supplementary provisions

- 16.1 Insofar as the GTCS do not contain any provision, the statutory provisions shall apply.

17 Place of Jurisdiction, Applicable Law

- 17.1 The exclusive place of jurisdiction for all claims shall be Marburg (Lahn). The law of the Federal Republic of Germany shall apply. Subsidiary agreements and amendments to the contract must be made in writing.