

# GENERAL TERMS AND CONDITIONS OF SALE

## SECTION 1 SCOPE OF APPLICABILITY

1. These general terms of sale (hereinafter referred to as terms and conditions) shall apply solely to companies, legal entities under public law and special funds under public law (hereinafter referred to as "customers"). They also apply to such contracts that are concluded via the SPORLASTIC GmbH online shop.

2. All deliveries made by SPORLASTIC GmbH (hereinafter referred to as "SPORLASTIC") shall be made solely on the basis of these terms and conditions, provided that these terms and conditions have been effectively included. These terms and conditions are an integrated part of all contracts which SPORLASTIC concludes with its customers concerning the deliveries to be made by SPORLASTIC. They shall also apply in the version valid at the time of the customer's order for all future deliveries to the customer, even if their validity is not separately agreed upon again.

3. These general terms and conditions of SPORLASTIC shall apply exclusively. Any terms and conditions of the customer or third parties shall not apply, even if SPORLASTIC makes deliveries without rejecting their applicability. Even if SPORLASTIC refers to correspondence from the customer (e.g. an order) that contains or refers to the terms of the customer or a third party, this shall not constitute any acknowledgement with the validity of such terms and conditions.

## SECTION 2 OFFER AND CONCLUSION OF THE CONTRACT

1. All offers of SPORLASTIC are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. SPORLASTIC may accept the customer's orders or assignments within 14 days of receipt.

2. Information provided by SPORLASTIC regarding its products (e.g. weight, dimensions, load capacity etc.) as well as the depictions of the products (e.g. drawings and photos in catalogues or in the online shop) shall only be binding, insofar as the usability of the products for the contractually intended purpose requires exact conformity with the information provided. Customary deviations and adjustments in the course of the further development of products as well as the replacement of components by equivalent parts are permissible, provided they do not impair the usability of the products for the contractually intended purpose.

3. Information on and representations of products in offers, product descriptions (e.g. also in the online shop), instructions for use, etc. do not constitute a guarantee by SPORLASTIC for the quality of the product, unless SPORLASTIC expressly declares this in writing.

4. The conclusion of the contract shall be subject to the correct and timely delivery to SPORLASTIC by its suppliers. This shall not apply if SPORLASTIC is responsible for non-delivery or incorrect delivery, in particular if SPORLASTIC has not concluded a congruent hedging transaction. SPORLASTIC shall immediately inform the Customer of the non-availability of the product and shall immediately refund any payments already made to the Customer.

## SECTION 3 SPECIAL REGULATIONS WHEN CONCLUDING A CONTRACT VIA THE SPORLASTIC ONLINE SHOP

1. The presentation of the products in the SPORLASTIC online shop does not constitute a legally binding offer by SPORLASTIC, but merely a non-binding request to the customer to submit an offer. By completing the customer's order by clicking the button „Send order“, the customer submits a binding offer to conclude a purchase contract for the products in the shopping cart. Before completing the order, the customer can check his order data once again on a separate page for input errors, make corrections if necessary and remove products from the shopping cart or replace them with others.

2. SPORLASTIC will confirm the receipt of the customer's order by sending an automatic confirmation of receipt by e-mail. This confirmation of receipt does not constitute a binding acceptance of the offer by SPORLASTIC. It merely serves to inform the customer of the receipt of his order. The contract of sale is only concluded by a separate order confirmation by SPORLASTIC or by sending the ordered products to the customer, which can be done within 10 days after receipt of the order.

3. SPORLASTIC is free not to accept the customer's orders; the decision to do so is at SPORLASTIC's discretion. In particular, if a product ordered by the customer is no longer available because the product is no longer in stock and/or SPORLASTIC's supplier no longer supplies the product, a partial product or a necessary accessory, SPORLASTIC shall reject the customer's offer to conclude the contract.

4. SPORLASTIC stores the individual order data of the customer. For security reasons, the customer cannot retrieve these order data via the online shop after completion of the order process. However, he can print out his order data while placing his order and will receive this data again in the automatic confirmation of receipt. The current version of the General Terms and Conditions can be called up and printed out at any time via the website of the online shop. The contracts with the customers are concluded exclusively in German language.

## SECTION 4 PRICES AND TERMS OF PAYMENT

1. All prices are in EURO „ex works“ plus packaging, dispatch, statutory value added tax, and in the case of export deliveries plus customs duties as well as fees and other public charges.

2. Invoices are payable in the case of direct bank collection less 4 % discount, in the case of payment within 10 days of the invoice date less 3 % discount or at the latest within 30 days of the invoice date net.

3. Interest shall be charged on the purchase price during the period of the customer's default in payment at the statutory default interest rate applicable at the time. SPORLASTIC reserves the right to prove and claim higher damages caused by default.

4. SPORLASTIC shall be entitled to make outstanding deliveries to the Customer only against advance payment or provision of security if circumstances become known that are likely to significantly reduce the creditworthiness of the Customer and through which the payment of SPORLASTIC's outstanding claims by the Customer under the respective contractual relationship appears to be at risk.

## SECTION 5 DELIVERY, SHIPPING AND TRANSFER OF RISK; DEALER OBLIGATIONS

1. All deliveries shall be made "ex works". The type of shipment, route and packaging will be chosen by SPORLASTIC at its dutiful discretion.

2. Periods and dates for deliveries promised by SPORLASTIC are always approximate, unless a fixed period or date has been expressly promised or agreed. If the dispatch of the products was agreed upon, delivery periods refer to the time of the handing over to the forwarding agent, carrier or other third parties charged with the transport.

3. SPORLASTIC shall not be liable for the impossibility of delivery or for delays in delivery if these are caused by force majeure or other unforeseeable events (e.g. operational disruptions of any kind, difficulties in the procurement of materials, strikes, lockouts, official measures) for which SPORLASTIC is not responsible. Delivery periods shall be extended and delivery dates postponed by the period of the hindrance plus a reasonable restart time.

4. SPORLASTIC is only entitled to make partial deliveries if
- the partial delivery can be used by the customer within the scope of the contractual purpose,
  - the delivery of the remaining ordered products is ensured and
  - the customer does not incur considerable additional work or additional costs as a result of the partial delivery.

5. The risk shall pass to the customer at the latest with the transfer of the products to the shipping agent, freight carrier or other person entrusted with the transport. If the transport or the handing over of the products is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the products are ready for shipment and SPORLASTIC has notified the customer of this.

6. SPORLASTIC will only insure the shipment against theft, transport or other insurable risks at the express request of the Customer and at the Customer's expense.

## SECTION 6 RESERVATION OF OWNERSHIP / RETENTION OF TITLE

1. The reservation of ownership agreed below shall serve to secure all the existing current and future claims of SPORLASTIC against the customer arising from the delivery relationship existing between the contracting parties.

2. The products delivered by SPORLASTIC to the Customer (hereinafter referred to as „reserved goods“) shall remain the property of SPORLASTIC until all secured claims arising from the business relationship between SPORLASTIC and the Customer have been paid in full. If SPORLASTIC withdraws from the contract in case of breach of contract by the Customer - in particular default of payment - SPORLASTIC shall be entitled to reclaim the goods subject to retention of title from the Customer.

3. The Customer is obliged to treat the reserved goods with care as long as the ownership has not yet been transferred to him. The Customer shall notify SPORLASTIC immediately if the goods subject to retention of title are seized or exposed to other interventions by third parties; he shall inform the third party of SPORLASTIC's ownership

4. The customer is entitled to resell the reserved goods in the normal course of business. The Customer hereby assigns to SPORLASTIC all claims against the buyer arising from the resale by way of security; SPORLASTIC accepts the assignment. The Customer shall remain entitled to collect the claims against his customers in his own name even after the assignment. SPORLASTIC's authority to collect the claims itself shall remain unaffected. However, SPORLASTIC shall not collect the claims against the Customer's buyers as long as the Customer meets his payment obligations, is not in default of payment and no application for the opening of insolvency proceedings has been made.

## SECTION 7 WARRANTY FOR DEFECTS AND RETURN OF PRODUCTS

1. The customer's claims for defects presuppose that the customer duly fulfils his obligations to inspect the goods and give notice of defects in accordance with § 377 HGB (German Commercial Code). The customer must notify SPORLASTIC immediately in writing of any recognizable defects, at the latest within 10 working days of delivery of the products, giving exact specifications of the defects. If a defect only becomes apparent at a later date, the period of 10 working days shall apply, calculated from the time of discovery of the defect by the customer.

2. SPORLASTIC is not liable for damages resulting from improper handling or use of the products by the customer or his customers. SPORLASTIC only warrants that the deliveries comply with the product and service description and that no third party rights conflict with the contractual use.

3. The statutory provisions shall apply to the customer's claims for defects, unless otherwise stipulated in these General Terms. In the event of a defect, SPORLASTIC is entitled, at its discretion, to supplementary performance in the form of rectification of the defect or delivery of a new defect-free product. SPORLASTIC is obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, provided that these are not increased by the fact that the products have been taken to a place other than the place of performance.

4. If the subsequent performance ultimately fails, the customer may, at his discretion, demand a reduction in payment (abatement) or withdraw from the contract. In the case of only insignificant defects, withdrawal from the contract is excluded. For claims for damages due to defects of the deliveries § 8 of the general terms applies.

5. The limitation period for the customer's claims for defects is 12 months and begins with the delivery of the goods.

6. An exchange and/or return of goods outside of warranty rights is only permissible if this has been expressly agreed upon beforehand (returns). A further condition is that the goods are returned in perfect and saleable condition in their original packaging. The costs of the return shipment shall be borne by the customer. Depending on the volume of returns, the age and the condition of the goods, SPORLASTIC reserves the right to make age- and/or condition-related deductions or to refuse a return altogether. SPORLASTIC shall charge a flat rate for returns of 10 % of the order value. In addition, SPORLASTIC shall charge a fee for unannounced returns in the amount of 25 EUR, or 5 EUR in the case of advice given by telephone (for each return shipment). The returns notified via the SPORLASTIC online portal are free of charge.

## SECTION 8 LIABILITY

1. SPORLASTIC shall be liable for damages within the scope of liability for fault, regardless of the legal basis (e.g. from a relationship of trust similar to a contract, from contract or tort) - also due to impossibility or delay as well as defects in the deliveries - only to the following extent:

- in case of intent and gross negligence to the full amount;
- in cases of simple negligence only in the event of breach of a material contractual obligation (an obligation whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment the customer therefore regularly relies and may rely), and only to compensation for typical and foreseeable damage.

The aforementioned limitations of liability shall not apply to claims of the customer under the Product Liability Act or to damages resulting from injury to life, body or health. Instead, the statutory provisions shall apply.

2. The limitation period of 12 months from delivery of the goods according to § 7 para. 5 of these general terms also applies to all contractual, quasi-contractual or non-contractual claims for damages of the customer, if they are based on a defect of the goods. However, claims for damages by the customer arising from injury to life, body or health, within the scope of liability for culpable intent and gross negligence and under the Product Liability Act shall be subject to the statutory limitation period only.

3. The limitations of liability apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of SPORLASTIC.

## SECTION 9 REGULATIONS IN RELATION TO REGULATION MDR (EU) 2017/745 FOR MEDICAL PRODUCTS

1. Within the scope of these General Terms, the following provisions shall apply additionally if and insofar as the deliveries from SPORLASTIC to the Customer concern medical products and accessories for medical products within the meaning of Regulation (EU) 2017/745 (hereinafter jointly referred to as „medical products“) and the Customer will provide the medical products on the market as a dealer within the meaning of Art. 2 No. 34 of Regulation (EU) 2017/745. SPORLASTIC is the manufacturer of the medical products within the meaning of Art. 2 No. 30 Regulation (EU) 2017/745.
2. The customer shall comply with the dealer obligations as a dealer in accordance with Art. 14 Regulation (EU) 2017/745.
3. SPORLASTIC and the customer cooperate to ensure traceability of the medical products, especially in case of safety corrective measures in the field. In accordance with Art. 25 Para. 2 Regulation (EU) 2017/745, the customer shall ensure that for a period of at least ten (10) years after the last medical product has been delivered, he is able to inform the competent authority at any time about the person from whom he purchased the medical products or to whom he delivered the medical products. The customer shall set up a procedure suitable for this provision of information and document compliance with it. The customer shall take suitable precautions to ensure that the documentation can also be made available in the event of termination of business operations.
4. The customer shall immediately inform SPORLASTIC about all experiences and findings regarding the medical products, including trends that can be observed, and about all complaints or reports he receives about suspected incidents or a serious danger in connection with the medical products. The customer will document the above information and keep this documentation for at least ten (10) years after the last medical device has been delivered. The Customer shall take suitable precautions to ensure that the documentation can be made available even in the event of termination of business operations.
5. The customer shall comply with the storage and transport conditions for the medical products according to SPORLASTIC's specifications and document compliance. The Customer shall make this documentation available to SPORLASTIC upon request.
6. If SPORLASTIC provides the customer with materials for advertising the medical products (e.g. texts, designations, trademarks, illustrations and other signs), the customer shall exclusively use these advertising materials in connection with the medical products.

## SECTION 10 FINAL PROVISIONS

1. The place of performance for all deliveries is the registered office of SPORLASTIC, unless the contracting parties agree otherwise. SPORLASTIC reserves the right to ship from any other place within Germany.
2. Exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of SPORLASTIC. However, SPORLASTIC shall also be entitled, at its own discretion, to file suit at the Customer's place of business.
3. The contractual relationship shall be subject exclusively to German law; the validity of the UN Convention on Contracts for the International Sale of Goods shall be excluded.
4. Should any provision in these General Terms or any other agreement between the contracting parties be invalid or unenforceable, this shall not affect the validity of the remaining provisions of these General Terms. The contracting parties shall replace the invalid or unenforceable provision by a provision which comes closest to the meaning and purpose of the invalid or unenforceable provision and the intention of the contracting parties. The same applies to contractual gaps.