

General Terms and Conditions of Sale of SPORLASTIC

1. Scope of application

- 1.1 These General Terms and Conditions of Sale (“GTCS”) apply exclusively to companies, legal entities under public law and special funds under public law (“customers”). They also apply to contracts concluded via our b2b webshop (hereinafter “Online Shop”).
- 1.2 These GTCS apply in particular to contracts for the sale of movable goods (“products”), irrespective of whether we manufacture/provide the products ourselves or purchase them from third parties (§§ 433, 650 BGB). Unless otherwise agreed, these GTCS shall apply in the version valid at the time of the customer’s order, in any case in the version last communicated to the customer in text form and also as a framework agreement for similar future contracts, without us having to refer to the validity of these GTCS in each individual case.
- 1.3 Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing or text form (e.g. e-mail). Similarly, any previously agreed contractual terms and conditions of the customer that conflict with or supplement these GTCS shall no longer be recognised and shall cease to apply by mutual agreement upon acceptance of these GTCS.
- 1.4 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.
- 1.5 The current version of our GTCS is available at the following link: <https://www.sporlastic.de/agb/>

2. Offer and conclusion of contract

- 2.1 All our offers are subject to change and non-binding, unless they are expressly labelled as binding or contain a specific acceptance period. This also applies if we have provided the customer with catalogues, technical documentation such as drawings, plans, calculations, costings, references to DIN standards, other product descriptions or documents - including in electronic form.
- 2.2 The ordering of products by the customer shall be deemed to be a binding offer by the customer to conclude a contract. Unless otherwise stated in the order, we are authorised to accept orders or

commissions from the customer within fourteen days of receipt. As a rule, we accept the customer’s offer either by confirming the order (e.g. by letter or e-mail) or by sending the products. Our order confirmation shall be regarded as a binding acceptance unless we state otherwise in the order confirmation.

- 2.3 Information on our products (e.g. weight, dimensions, load capacity, etc.) as well as the representations of the products (e.g. drawings and illustrations in catalogues or in the online shop) are only authoritative insofar as the usability of the products for the contractually intended purpose requires exact conformity with the information. They do not constitute a declaration of guarantee unless this is expressly stated by us in writing. Customary deviations and adjustments in the course of the further development of products and the replacement of components with equivalent parts are permissible, provided they do not impair the usability of the products for the contractually intended purpose.
- 2.4 The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall not apply if we are responsible for the non-delivery or incorrect delivery, in particular if we have not concluded a congruent transaction to cover the demand. We shall inform the customer immediately of the non-availability of the product and refund any payments already made to the customer without delay.
- 2.5 If we have explicitly sent a binding offer to the customer in an individual case, the customer shall be entitled to accept our offer within the period stated on the offer, calculated from receipt of the offer or, in the absence of an acceptance period stated in the offer, within ten days, unless we have given a different offer period in an individual case.
- 2.6 The subject matter of the contract shall be the products listed in the order confirmation.
- 2.7 After our order confirmation, changes and additions to the contract requested by the customer are only possible after a separate agreement between the customer and us.

3. Special features when concluding a contract via our online shop

If the customer places an order via the Online Shop, the following provisions shall apply:

- 3.1 The customer can only place orders via the Online

Shop if he has previously registered once for the Online Shop. We reserve the right not to accept a customer's registration request, in particular if the customer is not an entrepreneur or if a credit check is negative. The information provided by the customer during registration must be complete and truthful. The customer must inform us immediately of any changes to the information provided.

- 3.2 The customer must keep the password chosen by the customer during registration secret and may not pass it on to third parties. The customer shall be liable for any damage caused by third-party use, unless the customer is not at fault. If the customer becomes aware of the loss of his password and/or unauthorised use of his account, he is obliged to inform us immediately.
- 3.3 Our presentation of the products in the Online Shop does not constitute a legally binding offer, but merely a non-binding invitation to the customer to submit a binding offer to us to purchase the selected products by placing an order (see section. 3.5)
- 3.4 The customer can select goods from our range for purchase in the Online Shop.
- 3.5 By completing the customer's order by clicking on the button "order subject to payment", the customer submits a binding offer to conclude a purchase contract for the products in the shopping basket ("order"). By submitting the order, the customer agrees to the validity of these GTCS by accepting these GTCS via a checkbox. Before completing the order, the customer can check his order data again for input errors on a separate page, make corrections if necessary and remove products from the shopping basket or replace them with others.
- 3.6 We will confirm 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 us. It merely serves to inform the customer that his order has been received. The purchase contract is only concluded by a separate order confirmation generated by us or by conclusive behaviour (e.g. by sending the ordered products).
- 3.7 We are free not to accept orders from the customer. The decision to do so is at our discretion. This is particularly the case if a product ordered by the customer is no longer available because the product is no longer in stock and/or our supplier no longer supplies the product, a partial product or a necessary accessory. In this case, we will reject the customer's offer to conclude the contract.
- 3.8 The confirmed order is saved by us and can be

viewed by the customer at any time after completion of the order process in the so-called order information, but can no longer be changed.

4. Prices and terms of payment

- 4.1 All prices are in EUR ex works (EXW Incoterms 2020) plus shipping and sales tax. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
- 4.2 For customers domiciled in the Federal Republic of Germany, payments are due for immediate payment by direct debit less 4% discount after invoicing. A 2% discount is granted for payment within 10 days of the invoice date. The customer must pay strictly net ("payment deadline") to our account specified in the invoice within 30 days of the invoice date at the latest.
- 4.3 Payment shall be deemed to have been made when we can dispose of the amount. Any default in payment by the customer shall only end upon receipt of the payment in our account.
- 4.4 The customer shall be in default without a reminder if he has not made payment within the payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. In the case of merchants, the claim to commercial maturity interest (§ 353 HGB) remains unaffected.
- 4.5 If the customer does not fulfil his payment obligation, does not fulfil it properly or not on time, or if circumstances become known which cast doubt on the customer's creditworthiness, we are entitled to demand immediate payment of outstanding payments from the customer. The same shall apply if the customer is no longer able to conduct proper business operations, in particular if the customer is subject to seizure or if an application is made for insolvency proceedings. In these cases, we are entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB). In this case, we are also entitled to make outstanding deliveries to the customer only against advance payment or provision of security.
- 4.6 The customer shall only be entitled to set-off or retention rights to the extent that his claim has been recognised by declaratory judgement or is undisputed. This shall not apply to the customer's rights of retention based on counterclaims of the customer arising from the same contractual relationship. In the event of defects in the delivery, the customer's counter-rights, in particular in accor-

dance with section 10 of these GTCS, shall remain unaffected.

5. Delivery, dispatch and transfer of risk

5.1 Unless otherwise agreed, all deliveries are ex works (EXW according to Incoterms 2020). The type, route and packaging of dispatch shall be selected by us at our dutiful discretion. We shall dispatch the products to the address specified by the customer in the order (sales shipment).

5.2 The risk shall pass to the customer at the latest when the products are handed over to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

5.3 If dispatch or handover is delayed due to a circumstance for which the customer is responsible, the risk shall pass to the customer from the day on which the products are ready for dispatch and the customer has been notified of this.

5.4 If the customer is in default of acceptance, fails to co-operate or if the delivery of the products is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage (e.g. storage costs). For each commenced week of delay, we shall be entitled to claim a lump sum compensation from the customer in the amount of 0,5 % of the invoice amount (net) of the products with whose acceptance the customer is in default. The compensation shall be limited to a total of 5% of the invoice amount of the products for which the customer is in default of acceptance. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected. The lump-sum compensation shall be offset against our further claims for damages. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the lump-sum compensation.

5.5 The dispatch of the products shall only be insured against theft, transport or other insurable risks at the customer's express request and expense.

6. Foreign trade regulations, embargo, sanctions

6.1 The customer undertakes, where applicable, to comply with all applicable sanctions and restrictions against all embargo countries listed by the EU and the Federal Republic of Germany, in particular the Russian Federation and Belarus. This includes

EU sanctions against all types of persons and organisations. This applies in particular, but not exclusively, to compliance with the export restrictions pursuant to Regulation EU 2023/2878, Regulation EU 258/2012, Regulation EU 2024/1865 and Regulation EU 765/2006. The resale, redelivery, making available or export of SPORLASTIC products affected by an export or transit ban to an embargoed country or with participation in knowingly circumventing transactions with other countries is expressly prohibited.

6.2 Restrictions of this kind are to be checked by the customer on his own responsibility and on an ongoing basis. The customer shall use its best endeavours to ensure that sanctions regulations are not thwarted by third parties in the trade chain, including any resellers. The customer further undertakes to follow up any indications of circumvention of sanctions directly and to report them to us immediately.

6.3 We reserve the right to demand proof of compliance with the sanction measures from the customer. Insofar as the customer resells relevant products purchased from us and there are no similar sanctions against an embargoed country designated by the EU in the recipient country, the customer shall be responsible for complying with and passing on the above obligations.

6.4 In the event of non-compliance or knowledge of circumvention of sanctions by the customer, we have the right to hold the customer liable for any consequential costs, to initiate other relevant legal measures and to stop ordered deliveries to the customer and to terminate the contractual relationship without notice.

7. Delivery dates, delay in delivery and Force majeure

7.1 Delivery dates and deadlines promised by us are always only approximate and are always non-binding for us as expected delivery dates and deadlines, unless a fixed deadline or a fixed date has been expressly promised or agreed. In any case, delivery dates and deadlines are always subject to the timely payment of the purchase price (see section 4.2). If shipment of the products has been agreed, delivery periods shall refer to the time of handover.

7.2 We shall not be liable for the impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw

materials, difficulties in obtaining necessary official permits, official measures, epidemics or pandemics) for which we are not responsible. If such events make delivery significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. In the event of hindrances of a temporary duration, the delivery dates and deadlines shall be extended or postponed by the period of the hindrance plus a reasonable restart time.

7.3 If we are unable to meet binding delivery dates and deadlines for reasons for which we are not responsible (non-availability of the products), we shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline or the expected new delivery date. If the product is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part. We will immediately reimburse any consideration already paid by the customer. A case of non-availability of the products in this sense is in particular (i) the non-timely delivery by our suppliers if we have concluded a congruent hedging transaction or (ii) if neither we nor our supplier are at fault.

7.4 The rights of the customer pursuant to sections 10 and 12 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

8. Retention of title

The retention of title agreed below serves to secure all our current and future claims against the customer arising from the supply relationship between the contracting parties.

8.1 The products delivered by us to the customer ("reserved goods") shall remain our property until full payment of all claims arising now or in the future, including all current account balance claims arising from the business relationship between us and the customer.

8.2 If the customer is in breach of contract - in particular if he is in arrears with the payment of a claim for payment - we have the right to withdraw from the contract after we have set the customer a reasonable deadline for performance. The customer shall bear the transport costs incurred for taking back the goods. If we take back the goods subject to retention of title, this does not in itself constitute a cancellation of the contract; rather, we are entitled merely to demand the return of the products and to reserve the right to cancel the contract.

We may realise goods subject to retention of title taken back by us. The proceeds of the realisation shall be offset against the amounts owed to us by the customer after we have deducted a reasonable amount for the costs of realisation.

8.3 The customer is obliged to treat the reserved goods with care. He may not pledge the reserved goods or assign them by way of security. The customer shall inform us 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 our retention of title. If the third party is unable to reimburse our judicial or extrajudicial costs incurred in this connection, the customer shall be liable for these.

8.4 The customer is authorised to resell the goods subject to retention of title in the ordinary course of business as long as he is not in default of payment. The customer hereby assigns to us in full by way of security the claims against the purchaser from the resale of the goods subject to retention of title as well as those claims of the customer in respect of the goods subject to retention of title which arise for any other legal reason against his purchasers or third parties (in particular claims from unauthorised action and claims for insurance benefits), including all balance claims from current accounts. We accept the assignment.

8.5 The customer remains authorised to collect the claims assigned to us against his customers in his own name and for his account on our behalf as long as we do not revoke this authorisation. Our authorisation to collect the claims ourselves remains unaffected by this. However, we shall not collect the claims against the customer's purchasers and shall not revoke the direct debit authorisation as long as the customer duly meets his payment obligations, is not in default of payment and no application for the opening of insolvency proceedings has been filed. However, if the customer acts in breach of contract - in particular if he is in default of payment of a claim for payment - we may demand that the customer informs us of the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to us all documents and provides all information that we require to assert the claims.

8.6 If the customer so requests, we shall be obliged to release the securities to which we are entitled to the extent that their realisable value exceeds the value of our outstanding claims against the customer by more than 10%. We are authorised to select the securities to be released.

9. Goodwill return of products

Notwithstanding the customer's statutory rights in the event of defects in the products, we may, at our own discretion and on a voluntary basis ("goodwill"), take back products from the customer against reimbursement of the purchase price ("goodwill return"). The condition for a goodwill return is that the customer returns the products to us in perfect and saleable condition, in their original packaging, together with a detailed itemised list. Any costs incurred shall be borne by the customer, in particular the shipping costs. The customer must pay a processing fee of 10% of the order value as part of the goodwill return. We reserve the right, in particular due to the customer's return volume as well as the age and condition of the product, to refuse a goodwill return completely or to make the goodwill return dependent on a reasonable discount on the purchase price to be refunded.

10. Warranty rights of the customer

10.1 We provide a warranty for the agreed quality of the products. Unless expressly agreed, we do not provide any warranty for damage caused by improper handling or use of the products by the customer or his customers. Unless expressly agreed, we do not warrant that the products are suitable for the use intended by the customer. We only warrant that the products comply with the product and use description and that the contractual use does not conflict with any third-party rights. Information on shelf life only relates to the shelf life and does not constitute a guarantee in the legal sense.

10.2 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below. The special statutory provisions for final delivery of unprocessed products to a consumer remain unaffected in all cases, even if the consumer has further processed them (supplier recourse pursuant to § 478 BGB). Claims arising from supplier recourse are excluded if defective products have been further processed by the customer or another entrepreneur.

10.3 If a product is defective, we are entitled, at our discretion, to subsequent fulfilment in the form of rectification of the defect (subsequent improvement) or delivery of a defect-free product (replacement delivery) or manufacture of a new product. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected. We are entitled to make the subsequent fulfilment owed dependent on the customer paying the remuneration due. However, the customer shall be entitled

to withhold a reasonable part of the remuneration in proportion to the defect.

10.4 The customer must give us the time and opportunity required for the subsequent fulfilment owed.

10.5 We are obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs in accordance with the statutory provisions, if a defect actually exists, insofar as these are not increased by the fact that the products have been taken to a place other than the place of performance. Otherwise, we may demand compensation from the customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.

10.6 The customer's warranty rights shall lapse if the customer modifies the products or has them modified by third parties without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

10.7 Even in the case of defects, the customer shall only be entitled to claim damages or reimbursement of futile expenses in accordance with section 12 and shall otherwise be excluded.

10.8 In the case of only minor defects, the right to rescind the contract is excluded (§ 323 (5) Sentence 2 BGB).

11. Incoming product inspection

11.1 Claims for defects by the customer require that the customer properly fulfils his obligations to inspect and give notice of defects in accordance with §§ 377, 381 HGB. The customer is obliged to report recognisable defects immediately, at the latest within three working days of delivery of the products, in writing or in text form with a precise specification of the defects. In the case of the inspection of defects that are not recognisable, the customer is obliged to report defects within three working days, calculated from the discovery of the defect by the customer.

11.2 "Working days" within the meaning of these GTCS are all days from Monday to Friday with the exception of public holidays at our registered office. Our liability is excluded in accordance with the statutory provisions for defects not reported or not reported in good time or not reported properly if the customer has failed to carry out the timely and

proper inspection and/or notification of defects.

12. Liability

12.1 We shall provide compensation in the event of a breach of contractual or non-contractual obligations in accordance with the statutory provisions, unless otherwise stated in these GTCS, including the following provisions.

12.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence.

12.3 Subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), we shall only be liable in cases of simple negligence

12.3.1 for damages resulting from injury to life, body or health,

12.3.2 for damages arising from the breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages.

12.4 The limitations of liability resulting from sections 12.2 and 12.3 also apply to breaches of duty by or in favour of persons for whom we are responsible under the statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the products and for claims of the customer under the Product Liability Act.

12.5 The customer may only withdraw from the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply to cancellation.

13. Limitation period

13.1 The limitation period for defects is 12 months from delivery of the products. The limitation period shall not begin to run again as a result of subsequent fulfilment.

13.2 The other special statutory provisions on the limitation period (in particular §§ 438 Para. 1 No. 1 and No. 2, 476 Para. 2 BGB, §§ 444, 445b BGB) shall otherwise remain unaffected.

13.3 The limitation periods according to this section 13 shall also apply to all contractual, contract-like and non-contractual claims for damages of the customer, insofar as they are based on a defect of the products, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages by the customer arising from injury to life, limb or health, in the context of fault-based liability in the case of intent and gross negligence and under the German Product Liability Act shall become time-barred exclusively in accordance with the statutory provisions.

14. Provisions in relation to Regulation (EU) 2017/745 for medical devices

14.1 Within the scope of these GTCS, the following provisions shall apply in addition if and insofar as our products concern medical devices and accessories for medical devices within the meaning of Regulation (EU) 2017/745 (collectively "medical devices") and the customer will make the medical devices available on the market as a distributor within the meaning of Art. 2 No. 34 of Regulation (EU) 2017/745. We are the manufacturer of the medical devices within the meaning of Art. 2 No. 30 of Regulation (EU) 2017/745.

14.2 The customer shall comply with the distributor obligations incumbent upon him, in particular pursuant to Art. 14 of Regulation (EU) 2017/745.

14.3 The contracting parties shall work together to ensure the traceability of the medical devices, in particular in the event of safety corrective measures in the field. The customer undertakes in accordance with Art. 25 Para. 2 in conjunction with Art. 10 para. 8 of Regulation (EU) 2017/745, the customer undertakes to ensure that, for a period of at least ten years after the customer has placed the last medical device on the market, the customer can at any time provide the competent authority with information about from whom it has obtained the medical devices or to whom it has supplied the medical devices. The customer shall set up a suitable procedure 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.

14.4 The customer shall immediately inform us of all experiences and findings regarding the medical devices, including trends to be observed, and all complaints or reports received by the customer regarding suspected incidents or a serious risk in connection with the medical devices ("information"). The customer shall document the above

information and retain the documentation for a period of at least ten years after the last medical device has been placed on the market. The customer shall take suitable precautions to ensure that the documentation can also be made available in the event of termination of business operations.

14.5 The customer shall comply with the storage and transport conditions for the medical devices in accordance with our specifications at and document compliance. The customer shall make this documentation available to us upon request.

14.6 Insofar as we provide the customer with materials for advertising the medical devices (e.g. texts, designations, trademarks, illustrations and other signs) (“advertising materials”), the customer shall only use the advertising materials provided in connection with the medical devices.

15. Final provisions

15.1 The place of fulfilment for all deliveries and any subsequent performance shall be our registered office, unless the contracting parties agree otherwise. We reserve the right to dispatch from another location within Germany.

15.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship is the court responsible for our registered office. However, we are also entitled, at our discretion, to take legal action at the customer’s registered office.

15.3 These GTCS and the contractual relationship shall be governed exclusively by German law to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods and to the exclusion of private international law.

15.4 If the customer is domiciled outside the EU or the EEA, the following shall apply: All disputes arising out of or in connection with a contract in which these GTCS are included or concerning its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) to the exclusion of recourse to the ordinary courts of law. The arbitration tribunal shall consist of one arbitrator. The place of arbitration shall be Stuttgart. The language of the proceedings shall be English. There shall be no document production, disclosure or similar procedures in the arbitration proceedings. All documents and other evidence may be submitted in English or German.

15.5 Amendments and supplements to these GTCS, in-

cluding this provision, must be made in writing to be effective. The written form requirement is also satisfied by a qualified electronic signature.

15.6 If a provision in these GTCS or any other agreement between the contracting parties is invalid or unenforceable or does not contain a necessary provision, this shall not affect the validity and enforceability of all other provisions of these GTCS. The contracting parties shall replace the invalid, ineffective or unenforceable provision or to fill the loophole with a legally permissible provision that comes closest to the meaning and purpose of the ineffective or unenforceable provision and the intention of the parties. It is the express intention of the contracting parties that this severability clause shall not result in a mere reversal of the burden of proof.

15.7 The customer is not authorised to transfer and/or assign rights and obligations arising from the contractual relationships binding the contracting parties to third parties without our prior written consent. This prohibition of assignment does not apply to monetary claims (§ 354a HGB).