

### Section 1 General - scope of application

(1) Only our Terms and Conditions of Sale apply. We do not recognise any terms and conditions of the customer contradicting or differing from our Terms and Conditions of Sale, unless we have expressly given our consent to their application. Our Terms and Conditions of Sale shall also apply where we make delivery to the customer without reservation being aware of terms and conditions of the customer contradicting or differing from our Terms and Conditions of Sale.

(2) All agreements concluded between us and the customer for the purpose of performing this Agreement are set forth in writing in this Agreement.

(3) Our Terms and Conditions of Sale apply only vis-à-vis entrepreneurs as defined in Section 310 (1) BGB [German Civil Code].

### Section 2 Offer - offer documents

(1) Where an order is to be qualified as an offer in accordance with Section 145 BGB, we may accept the offer within 2 weeks.

(2) We reserve property rights and copyrights to images, drawings, calculations and other documents. This shall also apply to written documents which are identified as "confidential". To pass them on to third parties, the customer shall require our express prior consent in writing.

### Section 3 Prices - payment terms

(1) Unless otherwise stated in our order acknowledgement, our prices are "ex works", excluding packaging. Packaging shall be charged extra.

(2) Our prices do not include the statutory value-added tax. The statutory amount of the value-added tax shall be stated in our invoice as of the day of invoicing.

(3) Any deduction of a discount shall require a particular written agreement.

(4) Unless otherwise stated in our order acknowledgement, the purchase price shall fall due for payment net (without deduction) within 20 days of the invoice date. The statutory provisions regarding the consequences of default of payment shall apply.

(5) The customer shall have any right of set-off only if his counter-claims have been determined without further legal recourse, are undisputed or have been acknowledged by us. Moreover, the customer shall have a right of retention, provided his counter-claim is based on the same contractual relationship.

(6) Upon the expiration of the stated payment period, the customer shall be in arrears. Humedics shall be entitled to charge interest on arrears at the statutory rate, calculated from the date the payment was due. Humedics reserves the right to claim compensation for any additional damages incurred.

### Section 4 Delivery time

(1) The start of the delivery time specified by us shall be conditional on all technical questions having been clarified.

(2) A further precondition to the fulfilment of our delivery obligation shall be timely and proper fulfilment of the customer's obligation. We reserve the right to plead non-performance.

(3) If the customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to claim compensation for the loss incurred by us due to this, including any additional

expenditure. Additional claims or rights shall not be affected by this.

(4) If the preconditions in accordance with paragraph (3) above are met, the risk of accidental loss or accidental deterioration of the object of purchase shall pass to the customer at the time default of acceptance or debtor's delay occurs on the part of the customer.

(5) We shall be liable in accordance with the statutory provisions, provided the underlying purchase agreement is a contract where time is of the essence as defined in Section 286 (2) No. 4 BGB or Section 376 HGB [German Commercial Code]. We shall likewise be liable in accordance with the statutory provisions if as a consequence of a delay in delivery for which we are responsible the customer is entitled to claim that his interest in continuing the performance of the contract has ceased to exist.

(6) Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is caused by a wilful or grossly negligent breach of contract attributable to us. Any fault by our representatives or vicarious agents shall be attributable to us. Where delay in delivery is due to a grossly negligent breach of contract attributable to us, our liability for damages shall be limited to the typical foreseeable damage.

(7) We shall be liable in accordance with the statutory provisions also where the delay in delivery for which we are responsible is due to a culpable breach of a material contractual obligation. In that case, however, our liability for damages shall be limited to the typical foreseeable damage.

(8) Apart from that, we shall be liable in the event of delay in delivery to pay a lump-sum compensation for delayed completion for each full week of delay in the amount of 3% of the value of the goods to be delivered, however, limited to a maximum of 15% of the value of the goods to be delivered.

(9) Additional statutory claims and rights of the customer shall not be affected.

### Section 5 Passing of risk - packing costs

(1) Unless otherwise stated in our order acknowledgement, delivery is agreed to be "ex works".

(2) Separate agreements shall apply to the return of packaging.

(3) If desired by the customer, we will take out transport insurance for the delivery. The customer shall bear the costs of such insurance.

### Section 6 Liability for defects

(1) A prerequisite to any claim for defects on the part of the customer shall be that the customer has properly fulfilled his obligations to inspect and give notice in accordance with Section 377 HGB.

(2) Where the object of purchase is defective, the customer shall be entitled to demand at his option supplementary performance in the form of rectification of defects or delivery of a new, free-from-defects object. In the case of rectification of defects or substitute delivery, we shall be obligated to bear all expenses required to make supplementary performance, in particular the costs of transport, travel, labour and materials, to the extent they are not increased due to the fact that the object of purchase has been brought to any place other than the place of fulfilment.

(3) Should supplementary performance fail, the customer shall at his option be entitled to rescind the contract or demand abatement.

(4) We shall be liable in accordance with the statutory provisions if the customer claims damages

based on wilful intent or gross negligence, including wilful intent or gross negligence on the part of our representatives or vicarious agents. Unless we are charged with wilful breach of contract, our liability for damages shall be limited to the typical foreseeable damage.

(5) We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation. In that case as well, however, liability for damages shall be limited to the typical foreseeable damage.

(6) Where the customer is entitled to claim damages instead of performance, our liability in accordance with paragraph (3) above shall likewise be limited to compensation for the typical foreseeable damage.

(7) Liability for culpable injury to life, body or health shall not be affected. The same shall apply to mandatory liability under the German Product Liability Act.

(8) Liability shall be excluded, unless otherwise provided above.

(9) The period of limitation for claims for defects shall be 12 months after the passing of risk.

(10) The period of limitation in the event of delivery recourse in accordance with Sections 478, 479 BGB shall not be affected. It shall be five years, counted from delivery of the defective item.

### **Section 7 Entire liability**

(1) Any further liability for damages than as provided for in Section 6 shall be excluded - irrespective of the legal nature of the claim asserted. This shall in particular apply to claims for damages based on culpa in contrahendo, other breaches of contractual obligations or tort claims for compensation of damage to property in accordance with Section 823 BGB.

(2) The limitation pursuant to paragraph (1) shall also apply where the customer claims reimbursement of futile expenses instead of claiming damages instead of performance.

(3) Where our liability for damages is excluded or limited, this shall likewise apply to the personal liability for damages of our employees, assistants, representatives and vicarious agents.

### **Section 8 Reservation of ownership**

(1) We reserve ownership of the object of purchase until all payments under the delivery contract have been received. If the customer acts contrary to the contract, in particular in the case of default in payment, we shall be entitled to withdraw the object of purchase. Such withdrawal of the object of purchase by us shall constitute rescission of the contract. After withdrawal of the object of purchase, we shall be entitled to exploit the object of purchase. The exploitation proceeds, less reasonable exploitation costs, shall be set off against the customer's payables.

(2) The customer shall be obligated to take care of the object of purchase. In particular, he shall be obligated to sufficiently insure the object of purchase at his own expense against fire, water damage and theft at reinstatement value. Where maintenance and inspection work are necessary, the customer shall carry out such work in due time at his own expense.

(3) In the event of any attachment or other intervention by a third party, the customer shall forthwith inform us in writing, so we will be able to take legal action in accordance with Section 771 ZPO [German Code of Civil Procedure]. Should the third

party be unable to reimburse us for the court and out-of-court expenses of legal action as provided for by Section 771 ZPO, the customer shall be liable for the loss incurred by us.

(4) The customer shall be entitled to resell the object of purchase in the ordinary course of business. However, he already now assigns to us, in the amount of the invoice final amount (including VAT) of our receivable, any and all claims against his purchasers or any third party which may accrue to him from the resale, irrespective of whether the object of purchase has been sold with or without prior processing. The customer shall remain authorised to collect that receivable also after the assignment. Our right to collect the receivable ourselves shall not be affected by this. However, we undertake to not collect the receivable while the customer is fulfilling his payment obligations using the proceeds received, is not in default of payment and, in particular, composition or insolvency proceedings are not filed for and payments have not been suspended. However, if that is the case, we may demand that the customer declare to us the receivables assigned and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(5) Any processing or transformation of the object of purchase by the customer shall always be made for our benefit. If the object of purchase is processed together with other objects not belonging to us, we shall acquire co-ownership of the new goods in the proportion of the value of the object of purchase (invoice final amount including VAT) to the other objects processed at the time of processing. Apart from that, the same provisions shall apply to the goods created by such processing that apply to the object of purchase under reservation of ownership.

(6) If the object of purchase is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new goods in the proportion of the value of the object of purchase (invoice final amount including VAT) to the other objects mixed at the time of mixing. Where such mixing takes place in such a way that the customer's object is to be regarded as the main object, it shall be deemed to have been agreed that the customer transfers to us co-ownership proportionally. The customer shall keep on our behalf the solely owned or co-owned object created in this way.

(7) The customer shall likewise assign to us as collateral for our claims against him those receivables that accrue to him against a third party due to the connection of the object of purchase with real property.

(8) We undertake to release at the customer's request the collateral due to us to the extent that the realisable value of our collateral exceeds the receivables to be secured by more than 10%. We may choose which of the collaterals shall be released.

### **Section 9 Place of jurisdiction - place of fulfilment**

(1) The place of jurisdiction for all legal disputes between the Provider and the Customer is Berlin, provided that the Customer is a merchant (or a legal entity under public law).

(2) This Agreement shall be governed by the law of the Federal Republic of Germany, excluding application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

(3) Unless otherwise stated in our order acknowledgement, the place of fulfilment shall be at our registered seat.



As of August 2024

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