

General Terms and Conditions of WOODWAY GmbH for Business (Companies)

- 1. General, Scope of Application**
- 1.1 These general terms and conditions of delivery (GTC) of WOODWAY GmbH (hereinafter: "**WOODWAY**") apply for all business relationships with business (companies) (§ 14 German Civil Code (BGB)), public-sector legal entities or special bodies or funds under public law (hereinafter: "**Purchaser**"). These GTC also apply to orders placed via our online shop at www.woodway.de.
- 1.2 WOODWAY sells medical devices exclusively to those named in section 1.1. WOODWAY also sells sports equipment to consumers (§ 13 BGB), for which separate terms and conditions apply.
- 1.3 Any contradictory or supplementary general conditions of business of the Purchaser shall become an integral part of the contract only if and to the extent that WOODWAY has expressly consented to the application thereof.
- 2. Offer and Conclusion of Agreement**
- 2.1 All written offers or offers transmitted by e-mail by WOODWAY, which are addressed to recipients by name, are binding for 30 days from the quotation date. If the acceptance is declared by the Purchaser only after expiry of this time period, this constitutes a new offer by the Purchaser and a purchase agreement is first concluded through an order confirmation from WOODWAY.
- 2.2 General offers such as on the homepage of WOODWAY are, however, non-binding and without obligation, unless the binding character was expressly indicated. An order based on a general offer is considered a binding contractual offer by the Purchaser. This also applies to orders placed via our online shop (e.g. by ordering via the virtual shopping basket). WOODWAY may accept such a contractual offer in whole or in part within two business days after its receipt. Acceptance may be declared either in writing (e.g. text form by order confirmation) or via delivery of the goods to the Purchaser. A purchase contract is only concluded upon a separate order confirmation ("*Auftragsbestätigung*") by WOODWAY. The mere confirmation of receipt of an order ("*Bestellbestätigung*") does not constitute an order confirmation and/or an acceptance of the order.
- 2.3 Relative to the specifications of WOODWAY regarding the object of delivery or service (e.g. weights, dimensions, utility values, resilience, tolerances, technical data or product designations) as well as its representations (e.g. drawings and figures), WOODWAY reserves the right to make changes, provided the delivery item is not significantly changed by this or its quality is improved and provided the changes or modifications are reasonable for the Purchaser.
- 3. Prices and Payment**
- 3.1 Unless otherwise agreed, the prices are ex works from WOODWAY in Weil am Rhein (EXW, Incoterms® 2020). The packaging is not included in the price.
- 3.2 If the agreed prices are based on the list prices of WOODWAY and the delivery is only to take place four months after conclusion of the agreement, the list prices of WOODWAY valid upon delivery shall apply (each minus an agreed percentage or fixed discount).
- 3.3 For deliveries to countries in the European Union, the Purchaser is obliged to notify WOODWAY at the least when ordering his VAT identification number.
- 3.4 The compensation is due without any deduction within fifteen days after delivery or acceptance and is to be paid by bank transfer, unless advance payment is agreed upon, for example in the event of a low creditworthiness of the Purchaser. For deliveries abroad, advance payment is always to be afforded, unless agreed otherwise. WOODWAY reserves the right to continuously check the creditworthiness of the Purchaser or to obtain information from credit bureaus. The Purchaser is in arrears 15 calendar days after delivery and invoicing.
- 3.5 If the Purchaser is in arrears with an invoice, all invoices for the services rendered to date by WOODWAY are due immediately. In this case, WOODWAY is entitled to demand advance payment or a guarantee for future services. § 321 BGB remains unaffected.
- 3.6 The offsetting with counterclaims of the Purchaser or the withholding of payments due to such claims is only permitted if the counterclaims are undisputed or legally enforceable or are not related to the requirement of WOODWAY in mutual obligations.
- 4. Traceability of Products**
- For each device that is used for medical purposes, the Purchaser is obligated to keep records of its customers and the location of the equipment, to impose the same obligations on their buyers and to ensure that the customers can be contacted as quickly as possible in the case of a product recall or any other corrective measure.
- 5. Delivery and Delay**
- 5.1 The delivery takes place ex works warehouse of WOODWAY (EXW, Incoterms® 2020), where the place of performance is also located. At the request and cost of the Purchaser, the goods may be dispatched to another destination (dispatch purchase).
- 5.2 The delivery times indicated by WOODWAY are not binding, unless binding deadlines are expressly mentioned in the written order confirmation. If shipment has already been agreed, the delivery times and delivery dates refer to the time when the purchased item leaves the warehouse of WOODWAY or the time when WOODWAY indicated the readiness for shipment to the Purchaser.
- 5.3 Compliance with delivery dates by WOODWAY requires that all commercial and technical questions between the parties are resolved and the Purchaser has met all of his obligations, such as the provision of the necessary official certificates or permits or making an advance payment. If this is not the case, the delivery time shall be extended accordingly. This does not apply if WOODWAY is responsible for the delay.
- 5.4 WOODWAY is only authorised to make partial deliveries if the partial delivery is useful for the Purchaser within the framework of the intended contractual purpose, the delivery of the remaining ordered goods is ensured and the Purchaser does not incur significant additional expenditure or added costs thereby.
- 5.5 If WOODWAY is in default with a delivery or service or if a delivery or service, regardless of the reason, is impossible for WOODWAY, the liability of WOODWAY is limited to compensation according to the stipulation of section 9 of these general terms and conditions.
- 5.6 For deliveries that are to be made later than the agreed delivery dates in accordance with the Purchaser's request following the conclusion of the agreement, the payment must be made as if the delivery would have taken place on time.
- 6. Passing of Risk and Acceptance**
- 6.1 The risk shall pass to the Purchaser at the latest when the delivery item has left the warehouse of WOODWAY. This also applies if partial deliveries are made or WOODWAY has taken on other services (e.g. dispatch).
- 6.2 If the Purchaser is obliged to accept delivery, then this shall take place immediately on the date of acceptance, alternatively within one week after notification of the readiness for acceptance by WOODWAY.
- 7. Reservation of Title**
- 7.1 Goods supplied by WOODWAY remain the property of WOODWAY until the complete fulfilment of all claims of WOODWAY from the entire business relationship with the Purchaser, in particular until the Purchaser has settled the account balance (current account reservation).
- 7.2 The Purchaser is obligated to carefully store at their own expense the goods delivered under reservation of title, to maintain and repair them and to insure them against fire, water damage, burglary and theft. The Purchaser is obliged to immediately notify WOODWAY of any damage to goods delivered under reservation of title. Upon request, the insurance policy is to be handed over to WOODWAY for inspection. The Purchaser shall cede to WOODWAY in advance all claims against the insurance company from the insurance agreement. The cession is hereby accepted by WOODWAY. If the Purchaser has not sufficiently insured the delivery item, WOODWAY is entitled, but not obligated, to insure the delivery item at the expense of the Purchaser.
- 7.3 In the case of seizure or other third party interferences regarding the goods acquired under reservation of title, the Purchaser must indicate the ownership of WOODWAY and must immediately notify WOODWAY in writing.
- 7.4 The Purchaser is entitled to sell the goods delivered to it subject to a reservation of title in the ordinary course of business, provided the Purchaser is not in default of payment. The goods may not be pledged or title thereto transferred as security. The accounts receivable with regard to the reserved goods resulting from the Purchaser hereby assigns to WOODWAY as security all claims that may arise consequent to a sale by it of such goods or for some other legal reason (in particular, transfer of

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ownership, insurance claims and delicts). WOODWAY accepts said assignment. WOODWAY revocably authorizes the Purchaser to enforce the assigned claims in its own name, for the WOODWAY's account. If the Purchaser acts contrary to the terms of the contract, including defaulting on making any payment, WOODWAY can require it to disclose the assigned claims and the respective debtors and to disclose the assignment to the respective debtor and to hand over to WOODWAY the information and documents necessary to enforce the claim.

7.5 In the event of a breach of contract by the Purchaser, especially in the event of defaulting in making payment, WOODWAY may demand the return, at the Purchaser's cost, of any goods delivered to the Purchaser subject to a reservation of title by WOODWAY, subject to WOODWAY having first set a reasonable deadline. Such demand for the return of the goods by WOODWAY shall constitute rescission of the contract. After the goods have been returned to WOODWAY, WOODWAY shall be authorized to exploit them. The proceeds from any such realization, less the reasonable realization costs, must be offset against the amount owed by the Purchaser.

7.6 If the realisable value of the security to which WOODWAY is entitled under the above provisions exceeds WOODWAY's claims by more than 10 %, WOODWAY shall be obliged to release the security in the value that exceeds said amount. The choice of security to be released shall be up to WOODWAY.

7.7 If the law of the country in which the delivery item is located does not allow a reservation of title or only does so in limited form, WOODWAY may reserve other rights to the delivery item. The Purchaser is obligated to take all necessary measures (e.g. registrations) for the implementation of the reservation of title or other rights that take the place of the reservation of title and to assist in the protection of these rights.

8. Software Use

8.1 If software is included in the scope of supply, the Purchaser shall be granted a non-exclusive right to use the goods supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. The use on another system requires the approval of WOODWAY. WOODWAY may withhold this approval only for good cause and may also demand payment of a reasonable fee. Any use of the software on more than one system is forbidden.

8.2 The software of medical equipment may only be used on the device that was shipped with the software due to regulatory reasons.

8.3 The Purchaser may copy, adapt and translate the software or convert the object code to the source code only to the extent permitted in law (§§ 69 a ff. of the German Copyright Act (UrhG)). The Purchaser undertakes not to remove the manufacturer's instructions - in particular copyright notices - or to change them without prior express consent of

WOODWAY. WOODWAY is not obligated to hand over the source code to the Purchaser.

8.4 All other rights to the software and the documentation, including copies, remain the possession of WOODWAY. The granting of sub-licences is not permitted.

9. Compensation

9.1 WOODWAY shall be liable in accordance with the statutory provisions for any breach by it of material contractual obligations, i.e. contractual obligations, the performance of which characterize the contract and which are necessary for its proper implementation. WOODWAY shall not be liable for any other breaches of contract, unless damage has been caused pursuant to the intentional or grossly negligent acts or omissions of its statutory representatives ("gesetzlicher Vertreter") or senior employees and agents engaged by WOODWAY to assist it in complying with its obligations in terms hereof ("leitender Erfüllungsgehilfe").

9.2 In the absence of intentional conduct, WOODWAY shall be liable only for reasonably foreseeable damage that occurs.

9.3 The foregoing shall neither affect the liability of WOODWAY under the German Product Liability Act (Produkthaftungsgesetz), nor its liability for culpable ("schuldhaft") injury to life, body or health. If a guarantee has been assumed WOODWAY shall be liable in accordance with the statutory provisions.

9.4 Unless otherwise provided above, claims against WOODWAY for damages arising out of a breach of duties ("Pflichtverletzungen") shall be excluded.

9.5 Claims for damages according to the preceding section 9.1 – 9.3 become time-barred within the statutory deadlines.

10. Warranty

10.1 If deliveries or services of WOODWAY turn out to be defective, WOODWAY is obligated to remedy the defect at its discretion by eliminating the defect or offering a replacement delivery. The expenses necessary for subsequent fulfilment ("supplementary performance"), particularly transport, operational and material costs, are borne by WOODWAY; this does not apply if the costs increase because the delivery item is located at a location different from the location of the intended use.

10.2 WOODWAY is entitled to make the due subsequent fulfilment dependent on the Purchaser paying the due purchase price. However, the Purchaser is entitled to withhold such part of the purchase price that is reasonable in proportion to the defect.

10.3 If the supplementary performance fails, the Purchaser may reduce the purchase price or withdraw

from the agreement. However, no right to withdrawal exists for minor defects. In addition, the Purchaser may claim compensation in accordance with section 9. Further claims for defects are excluded.

10.4 The limitation period for warranty claims is – except in cases of bad faith ("Arglist") and subject to section 9.5 – 12 months, calculated from delivery or, if acceptance is required, upon acceptance.

10.5 The separate warranty conditions of WOODWAY remain unaffected by this. In the case of a conflict between the general terms and conditions and the warranty conditions, the warranty conditions shall prevail.

11. Information and Technical Advice

Information and recommendations from WOODWAY are given without obligation and under exclusion of all liability, unless WOODWAY has expressly committed himself in writing to providing information and recommendations. Whether a product is also suitable for the particular requirements of the Purchaser shall be investigated by the Purchaser himself. Any details and information provided by WOODWAY in relation to its goods do not constitute any promise as to their suitability for the Purchaser's purposes.

12. Export Control

12.1 WOODWAY does not sell its products in countries for which the EU or the USA have adopted an embargo. If it emerges after the conclusion of the agreement that the Purchaser lives or has its seat in such a country subject to embargo or further delivery to such a country is intended, WOODWAY is entitled to immediately withdraw from the purchase agreement.

12.2 The Purchaser acknowledges that the products from WOODWAY are primarily manufactured in the USA and are therefore especially subject to the export restrictions of the USA. In the event of a resale, the Purchaser shall ensure that, in addition to European restrictions, these restrictions are also met and that this obligation is also imposed on his buyer.

13. Choice of Law and Place of Jurisdiction

13.1 German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

13.2 Weil am Rhein, Germany is agreed as the place of jurisdiction. In addition, WOODWAY shall be entitled to assert its claims at the Purchaser's place of general jurisdiction.