

General Terms of Purchase of Metrax GmbH

(Version: February 2020)

1. Scope of Applicability, General

- 1.1 These General Terms of Purchase ("GTP") apply to all contracts regarding the purchase or order of products or services by Metrax GmbH with seat in Rottweil, Germany ("We", "Us", "Our" or "Customer") from the contractual partner ("Supplier"). They also apply to future contracts without a renewed reference thereto by Us in each individual case.
- 1.2 Terms and conditions of the Supplier which conflict with or deviate from these GTP are not recognized by Us unless We expressly agree to their applicability in writing. This consent requirement and these GTP also apply if We accept and/or pay for deliveries of products or services of the Supplier in awareness of terms and conditions of the Supplier which conflict with or deviate from these GTP.
- 1.3 Individual agreements with the Supplier take precedence over these GTP. All agreements made between Us and the Supplier regarding the execution of a transaction require written form. This also applies to legally relevant declarations and notifications (e.g. setting of grace periods, declarations of rescission, termination notices, notifications of defects) which are to be made vis-à-vis Us.
- 1.4 These GTP only apply if the Supplier is a businessperson (Section 14 of the German Civil Code -"BGB"), a legal person under public law or a special fund under public law.

2. Formation of Contract and Offers

- 2.1 The Supplier shall accept Our order in writing or by unconditionally providing the works/service (delivery) within the period set by Us. We may revoke orders in writing at any time prior to receipt of the order confirmation. If Our order does not contain a specific period of validity, the Supplier shall confirm the order in writing within a period of two weeks or execute it unconditionally by sending the goods. Delayed acceptance is deemed as new offer.
- 2.2 Mere pricing inquiries by Us are non-binding and shall be deemed only as request to the Supplier to make an offer to Us. Delivery call-offs become binding if the Supplier does not object within one week after receipt.
- 2.3 Our acceptance of an offer from the Supplier requires written form. The Supplier is bound by its offer for a period of three months after its receipt by Us.
- 2.4 We may request changes of the deliverable (regarding construction, design and quantity) after the order to the extent reasonable for the Supplier. Unless agreed otherwise, the effects of such changes on delivery dates and prices shall be amicably and reasonably agreed. We will only recognize extensions of delivery periods and price increases, however, if they cannot be avoided, are proven and announced by the Supplier within 1 week after the date of the order modification.

3. Delivery Time and Default

- 3.1 Agreed delivery times are binding. Early and partial deliveries are only permissible upon Our consent. If a date is not agreed, the delivery or works/services shall be provided within 10 working days after receipt of the order by the Supplier.
- 3.2 The timeliness of the delivery is subject to receipt by the receiving point specified by Us; the timeliness of deliveries with installation or assembly and other works/services is subject to their acceptance.
- 3.3 If the Supplier fails to provide its service/works, or fails to do so within the agreed delivery period, or if the Supplier is in delivery default, Our rights (in particular rescission and damage compensation) are subject to statutory law. In addition, in case of delay in delivery, We may demand liquidated default damages in the amount of 1% of the net price per full calendar week, however, limited to a total of 5% of the net price of the goods which are subject to the delay in delivery. We may prove that higher damages were incurred. The Supplier may prove that no or significantly lower damages were incurred.

4. Delivery, Transfer of Risk, Retention of Title

- 4.1 The Supplier bears the procurement risk for its deliveries and works/services unless otherwise agreed in the individual case. The Supplier may not engage third parties (subcontractors) to wholly or predominantly provide the works/services owed by the Supplier unless We consent thereto in writing.
- 4.2 Deliveries are made DDP (Incoterms 2020) with point of destination at Our corporate seat, unless another point of destination was stated by Us.
- 4.3 The risk of accidental destruction and accidental deterioration of the delivery transfers to Us upon hand-over at the point of destination. To the extent acceptance is agreed, the acceptance is decisive for the transfer of risk. This also applies to deliveries with installation or assembly. Apart from that, the statutory provisions regarding works contracts also apply mutatis mutandis in case an acceptance is agreed.
- 4.4 The compensation for works/services includes all costs incurred in connection with the service (e.g. also including travel expenses).
- 4.5 Dispatch notifications shall be sent to Us via email or fax no later than upon dispatch. A delivery note, stating the date (issue and dispatch), content of the delivery (article number and quantity) and Our order identification (date and number) shall be enclosed in the delivery. If the delivery note is missing or incomplete, resulting payment delays are not attributable to Us. Payment periods pursuant to section 5.3 shall be extended by the duration of the delay.
- 4.6 Any retention of title by the Supplier which exceeds a simple retention of title is void.

5. Prices and Payment Modalities

- 5.1 The price stated in the order is binding. All prices include statutory VAT unless the latter is separately itemized and further include all works/services and ancillary works/services of the Supplier (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, shipping costs including transport/liability insurance), unless otherwise agreed.
- 5.2 If the Supplier reduces its list prices during the order and the delivery, We may request that the price agreed between Us and the Supplier is accordingly reduced by this difference.
- 5.3 Unless expressly agreed otherwise, payments are made within 30 calendar days after complete delivery and works/service provision (including acceptance where applicable) and receipt of a proper invoice which complies with the requirements of Section 14 para. 4 of the German VAT Code. If We make payment within 14 calendar days, the Supplier shall grant Us a discount of 3% on the net invoice amount. In case of bank transfer, the payment is timely made if Our transfer order is received by Our bank prior to expiration of the payment period; We are not responsible for delays by the banks involved in the payment transaction.
- 5.4 We are not liable for maturity interest. Late payments are subject to statutory law.
- 5.5 We may withhold due payments for as long as We are still entitled to claims against the Supplier based on incomplete or defective deliveries/services.
- 5.6 The Supplier may only declare set-off or exercise a right of retention because of finally judicially determined or undisputed counter-claims.

6. Liability for Defects

- 6.1 The Supplier warrants that the deliveries and works/services are free from material and title defects and have the agreed quality. In particular, the Supplier guarantees that the deliveries and works/services comply with generally recognized technical rules and standards, statutory and regulatory safety and environmental protection rules which are (i) applicable in the Federal Republic of Germany or (ii) already enacted, but subject to a transition period. Further, the Supplier guarantees that it complies with the relevant requirements of the respective applicable

laws, directives and regulations of national and international nature (e.g. REACH, WEEE, RoHS and the national laws based thereon) in their respective current version and fulfills all measures resulting therefrom, and the Supplier shall prove this to Us upon request.

- 6.2 In case of material and title defects We are fully entitled to the statutory rights without any limitation, unless otherwise provided below.
 - 6.3 The limitation period for all claims for defects amounts to 36 months as from the transfer of risk unless the statutory provisions provide for a longer limitation period.
 - 6.4 In deviation from Section 442 para. 1 sentence 2 BGB, We are fully entitled to claims for defects even if the defect remained unknown upon formation of the contract as a result of gross negligence. Further, We do not waive claims for defects by acceptance or by approval of provided samples or patterns.
 - 6.5 The commercial inspection and rejection obligation is subject to the statutory laws (Sections 377, 381 of the German Commercial Code - "HGB"), with the following proviso: the inspection obligation is limited to defects which are openly apparent by visual checks, including of the delivery documentation, during the incoming goods inspection, and by sample testing during Our quality control. To the extent acceptance is agreed there is no inspection obligation. Apart from that, it is decisive to which extent an inspection is reasonable in the ordinary course of business in consideration of the circumstances of individual case. We will notify recognizable defects to the Supplier within 14 calendar days after the transfer of risk. Any defects not recognizable at this time which become apparent later will be notified to the Supplier within 14 calendar days after their discovery.
 - 6.6 If there are material defects We may at Our option request removal of the defects or delivery of an item free of defects from the Supplier.
 - 6.7 The Supplier bears the costs incurred for purposes of testing and supplementary performance (including costs of dismantling and installation as well as costs for expert opinions in order to identify the cause). Our liability for damage compensation in case of unjustified requests to remove defects remains unaffected; insofar, We are only liable if We have recognized that there was no defect, or failed to recognize this due to gross negligence. If the Supplier fails to fulfill its obligation to provide supplementary performance within a reasonable grace period set by Us, We may have the defect removed Ourselves and demand reimbursement of the expenses required for this purposes or request a corresponding advance. If supplementary performance by the Supplier fails or is unacceptable to Us (e.g. because of particular urgency, risks to operational security or the impending occurrence of disproportionate damages), the setting of a grace period is not required. We will, however, inform the Supplier about such circumstances immediately (wherever possible in advance).
 - 6.8 The limitation period of claims based on defects is suspended upon receipt of Our written notification of defect by the Supplier. In case of replacement deliveries or the removal of defects, the limitation period for replaced and repaired parts shall start over at this point in time, unless We had to assume based on the behavior of the Supplier that the latter did not consider itself obligated to undertake such action, but only provided the replacement delivery or repair as a gesture of goodwill or for similar reasons.
- ### 7. Quality Assurance
- 7.1 During and after manufacture of its goods, the Supplier undertakes to ensure the permanent quality assurance of its goods by implementing a suitable quality assurance system (e.g. DIN EN ISO 9001 et seq., DIN EN ISO 13485 for medical devices) and quality tests/controls prescribed by Us, where applicable, or otherwise suitable, and to document this accordingly.
 - 7.2 We may request evidence of the quality assurance system of the Supplier (and of subcontractors, where applicable), and to verify the type and conduct of the tests/controls on site, and to audit the business of the Supplier in this respect.
 - 7.3 The Supplier shall immediately notify Us without prompt in case of changes of the composition of the used material or the constructive design of its deliveries/works/services. Significant changes require Our written approval.
- ### 8. Industrial Property Rights and Software
- 8.1 The Supplier warrants that all works/services it provides in connection with the performance of the contract - including with respect to their use - do not infringe third party industrial property rights within the European Union or in other countries in which the Supplier manufactures the products and/or in which the Supplier has the products manufactured.
 - 8.2 The Supplier shall indemnify Us upon first demand from and against all third party claims which arise in connection with the infringement of industrial property rights pursuant to section 8.1, and reimburse Us for all necessary expenses in connection with the assertion of such claims.
 - 8.3 If inventions, improvements or other results eligible for protection by industrial property rights arise within the sphere of the Supplier in connection with the execution of the ordered delivery or works/service in accordance with data, documentation or models provided by Us, the Supplier shall grant Us an irrevocable, royalty-free, permanent, global, substantively unrestricted, transferrable, sub-licensable, non-exclusive right to use and exploit these inventions, improvements, results and corresponding industrial property rights, if any, with effect as from the time they arise, however, no later than at the time they are acquired. The Supplier shall immediately inform Us about such inventions, improvements, results and industrial property rights.
 - 8.4 If the Supplier holds industrial property rights in the ordered deliveries or works/services or parts thereof, or in processes for their manufacture, they shall be notified to Us upon request, stating the registration or application number. With respect to software and its documentation which is included in the scope of delivery/service: We have the right to use such within the scope permitted by law (Sections 69a et seq. of the German Copyright Act -"UrHG"), in addition to the right to use such with the agreed performance features and within the scope required for the contractual use of the product. We may make a back-up copy even without an express agreement. Prior to the delivery or installation on the Customer's or its end customers' systems the Supplier shall screen software for viruses, Trojans and other malware, using up to date, standard virus protection programs.
 - 8.5 To the extent non-standardized software is included in the scope of delivery the Supplier hereby declares that for the period of five years after delivery, it is willing to modify/improve the software in accordance with Our specifications, against reimbursement of reasonable expenses. Where applicable, it shall obligate sub-contractors accordingly.
- ### 9. Requirements for Placing Products on the Market, Product Liability
- 9.1 If the Supplier delivers products which are subject to a European Union Directive regarding the first placing on the market (e.g. Medical Device Directive, Machinery Directive, Pressure Equipment Directive, EMC Directive etc.), the Supplier undertakes to comply with the relevant health and safety regulations and processes stipulated therein. If the Directives so provide, the Supplier shall issue an EC declaration of conformity for these products and affix the CE marking.
 - 9.2 To the extent the Supplier or its subcontractor is responsible for a defectively delivered product, the Supplier shall indemnify Us upon first demand from any third party damage compensation claims based on personal injury or damage to property, insofar as the cause lies in its sphere of control and organization and it is directly liable vis-à-vis the third party.
 - 9.3 Within the scope of its liability for damage cases within the meaning of section 9.2 the Supplier shall also reimburse any outlay pursuant to Sections 683, 670 BGB or pursuant to Sections 830, 840, 426 BGB which result from or in connection with an assertion of claims by third parties or a product recall conducted by Us. Further statutory claims remain unaffected.
- ### 10. Provision by Customer, Confidentiality and Ownership
- 10.1 We reserve the ownership rights and copyrights in illustrations, plans, drawings, print templates, product descriptions and other documents provided by Us. Such documents are to

be used exclusively for the contractual works/services and returned to Us immediately after completion. Such documents and other technical or commercial information of Ours shall be kept secret from third parties, including after expiration of the contract, as long as the provided documents have not become publicly known. This confidentiality obligation also applies vis-à-vis employees working in the Supplier's organization unless the former are also obligated to secrecy.

- 10.2 This also applies mutatis mutandis for substances and materials as well as for tools, templates, models and other items which We provide to the Supplier for manufacture. Such items shall be stored separately at the expense of the Supplier (as long as they are not processed), and reasonably insured against destruction and loss, and marked as Our property. Tools shall be maintained by the Supplier at its own expense.
- 10.3 Regardless of the definition of "manufacturer" within the regulatory meaning, in particular by applicable medical devices law, the Supplier processes, mixes or joins materials/substances provided by Us (further processing) on Our behalf. This also applies if We further process the delivered goods, so that We acquire title to the product at the latest in accordance with the provisions of statutory law.

11. Export Control

- 11.1 Upon Our request the Supplier is obligated to issue supplier's declarations complying with the requirements of Council Regulation (EC) 1207/2001. It shall provide these to Us in a timely manner, at the latest upon acceptance of the order. If long-term supplier's declarations are used, the Supplier shall inform Us upon acceptance of the order without prompt about any changes of the originating status. The actual country of origin shall be stated in the delivery documents in each case, even if there is no preferential trade privilege.
- 11.2 The Supplier shall inform Us free of charge about any approval requirements in case of (re-)exports of its goods pursuant to German, European, US and other applicable export and customs regulations. If this information is not already contained in the Supplier's offer, the Supplier shall upon Our request state the following information for the relevant items upon accepting an order and in each delivery note: (i) the statistical commodity code (HS Code), (ii) the export list number pursuant to Annex I and IV to Council Regulation (EC) No 428/2009 (Dual Use Regulation) in the respective applicable version or part I of the export list (Annex AL to the German Foreign Trade Ordinance ("Außenwirtschaftsverordnung"), (iii) the ECCN (Export Control Classification Number) pursuant to US export laws.
- 11.3 Upon Our request, the Supplier shall notify all other foreign trade data regarding the goods and their components to Us in writing and immediately inform Us in writing about all changes of the data set forth in section 11.2.
- 11.4 If the aforesaid information is not provided, or provided incorrectly, We may rescind the contract; other rights remain unaffected.

12. Applicable Law/Venue

- 12.1 These GTP and all legal relationships between the Supplier and Us are solely subject to German law excluding its conflict of laws regulations. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Law, CISG) does not apply.
- 12.2 The venue for all disputes arising under the contractual relationship is the seat of the Customer. Alternatively, the Customer may file suit at the place of general jurisdiction of the Supplier.