

Standard Terms and Conditions of Purchase (“Terms and Conditions of Purchase”)

1. Scope of Application

- 1.1 The definitions and rules of interpretation set out in this clause shall apply:
- 1.1.1 „BEGO“ means the respective company of the BEGO group of companies based in Bremen (Wilhelm-Herbst-Str. 1, 28359 Bremen, Germany) identified in the contract, on the invoice or order confirmation.
- 1.1.2 „SUPPLIER“ means a person or company from whom BEGO purchases one or more products or otherwise has a contractual supply relationship.
- 1.1.3 „Product“ or „Products“ are the goods, services, software, technologies or other products or services listed in the contract, order or assignment that BEGO purchases from the SUPPLIER within the scope of the contractual relationship.
- 1.2 This Standard Terms and Conditions of Purchase (“Terms and Conditions”) shall apply to all BEGO orders. It applies exclusively; BEGO does not recognize conflicting or deviating conditions of the SUPPLIER unless BEGO has expressly agreed to their validity in writing. These Terms and Conditions of Purchase shall also apply if BEGO accepts delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the SUPPLIER and does not expressly object to the conflicting terms and conditions of purchase.
- 1.3 Pursuant to Section 310 (1) of the German Civil Code (BGB), these Terms and Conditions shall only apply to entrepreneurs, legal entities under public law and special funds under public law.

2. Prices, Invoices and Payments

- 2.1 Unless otherwise agreed, all prices stated in the order are in EURO.
- 2.2 Prices must be stated without statutory sales tax. This must be shown separately. Invoices can only be processed if they show - in accordance with the specifications in the order - the order number shown there, the SUPPLIER's tax number and a unique consecutive invoice number; the SUPPLIER shall be responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for them.

3. Delivery and Transfer of Risk

- 3.1 Unless otherwise agreed, the agreed delivery date shall be binding.
- 3.2 The SUPPLIER is obliged to inform BEGO immediately in writing if it becomes apparent to the SUPPLIER that the delivery date cannot be met.

4. Safety and Packaging

- 4.1 Delivery shall be packed by the SUPPLIER in such a way that damage during transportation is avoided. The packaging material used shall be environmentally friendly and shall only be used to the extent necessary. It is at BEGO's discretion whether ownership of the packaging is transferred to BEGO or whether the SUPPLIER takes back the packaging.
- 4.2 SUPPLIER shall ensure to comply with the relevant PRODUCTS and safety regulations and technical standards.

5. Retention of Title, Set-off, and Rights of Retention

- 5.1 If BEGO provides vendor parts, production parts, materials, materials, or accessories („means of Production“), BEGO reserves the title thereto. Any processing or transformation of the means of production by the SUPPLIER shall be carried out on BEGO's behalf. If BEGO's production equipment is processed with other items („items“) not belonging to BEGO, BEGO shall acquire co-ownership of the new product („product“) in the ratio of the value of the production equipment provided (purchase price plus VAT) to the other processed items at the time of processing.
- 5.2 If the PRODUCTS is inseparably mixed with other items not belonging to BEGO, BEGO shall acquire co-ownership of the new item in the ratio of the value of the means of production (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the SUPPLIER's items are to be regarded as the main components, it is agreed that the SUPPLIER shall transfer co-ownership to BEGO on a pro rata basis; the SUPPLIER shall keep the sole ownership or co-ownership for BEGO.
- 5.3 BEGO retains ownership of tools and equipment; the SUPPLIER is further obliged to use the tools exclusively for the production of the goods ordered by BEGO. SUPPLIER is obliged to ensure the tools and equipment belonging to BEGO at replacement value against fire, water damage and theft at its own expense. At the same time, the SUPPLIER hereby assigns to BEGO all claims for compensation arising from this insurance; BEGO hereby accepts the assignment. SUPPLIER is obliged to carry out any necessary maintenance and inspection work on tools and equipment provided by BEGO as well as all maintenance and repair work at its own expense immediately. He shall notify BEGO immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 5.4 If the security interests to which BEGO is entitled pursuant to 5.1 and/or 5.2 exceed the purchase price of all goods subject to retention of title that have not yet been paid for by more than 10%, BEGO shall be obliged to release the security interests at BEGO's discretion at the SUPPLIER's request.

6. Warranty, Liability, and other Breaches of Performance

- 6.1 The SUPPLIER shall provide its services free from material and legal defects and, insofar as no specific quality characteristics have been agreed upon, in particular in accordance with the legal provisions applicable to both the SUPPLIER and BEGO and the generally accepted rules of technology. As a general rule, the statutory provisions governing defective services shall apply.
- 6.2 The SUPPLIER is obliged to ensure the quality of the PRODUCTS in accordance with the quality assurance agreement or, failing that, in accordance with generally accepted technical standards, and to conduct an outgoing goods inspection. BEGO is obliged to conduct an incoming goods inspection for externally visible transport damage or obvious defects, as well as to perform random quality checks. If a defect is discovered during an incoming goods inspection at BEGO or subsequently during the processing of the PRODUCTS, BEGO is entitled to return the entire batch. In all other respects, the provisions of the quality assurance agreement apply.
- 6.3 The statutory provisions apply to the commercial obligation to inspect and give notice of defects, subject to the following condition: BEGO's obligation to inspect the goods upon receipt is limited to defects that become apparent during the normal course of business in an incoming goods inspection involving a visual examination, including the review of shipping documents, as well as during BEGO's quality control via random sampling (e.g., damage during transport, contamination, corrosion, visible chemical reactions, incorrect or short deliveries). The obligation to give notice of defects discovered at a later date (e.g., during in-process inspection in the event of further processing by BEGO) remains unaffected. In all cases, a notice of defect issued by BEGO shall be deemed to have been made without delay and in a timely manner if it is received by the SUPPLIER within 10 business days of the PRODUCTS' receipt by BEGO or of their discovery (in the case of defects that were not detectable during the aforementioned incoming goods inspection). In this respect, the SUPPLIER waives the defense of a late notice of defect. Any payments made prior to the discovery of the defect do not constitute an acknowledgment that the goods were delivered free of defects and in accordance with specifications.
- 6.4 The place of performance for subsequent performance is the location of the item. Subsequent performance includes any removal and transport, as well as the installation of the replacement delivery.
- 6.5 If claims are asserted against BEGO by Third Parties due to a PRODUCT defect resulting from a defect for which the SUPPLIER is responsible or from a violation of medical device law—in particular, the failure to properly implement corrective and preventive measures (“Defect”) , based on applicable statutory provisions, domestic and foreign product liability laws, or comparable regulations, or if claims are asserted against BEGO based on the SUPPLIER's defect due to a violation of official or statutory safety regulations, the SUPPLIER is obligated to reimburse BEGO for these claims, including reasonable legal defense costs, upon first request. Any further claims by BEGO remain unaffected.
- 6.6 The SUPPLIER shall also reimburse BEGO for any expenses arising from or in connection with a warning, replacement, or recall campaign carried out by BEGO at its reasonable discretion, or any other corrective measures—even if taken merely as a precaution—regarding a defective PRODUCT and shall indemnify BEGO against any third-party claims resulting from such measures.
- 6.7 BEGO shall provide the required notification to the relevant competent authority in accordance with the applicable legal provisions, in particular the ProdSiG, MPG, and MDR, in consultation with the SUPPLIER.
- 6.8 Unless otherwise agreed, the Supplier shall notify BEGO prior to any change to the ordered goods not initiated by us, to the extent that the change may affect BEGO's PRODUCTS.

7. Force Majeure

- 7.1 „Force Majeure“ means the occurrence of an event or circumstance that prevents a party from fulfilling one or more of its contractual obligations under the Contract if and to the extent that the party affected by the impediment proves that: (a) such impediment is beyond its reasonable control; and (b) it was not reasonably foreseeable at the time of entering into the contract; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.
- 7.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfill the conditions under paragraph 1 lit. (b) under paragraph 1 of this clause: (i) war (declared or undeclared), hostilities, aggression, acts of foreign enemies, large-scale military mobilization; (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemic, natural disaster or extreme

natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, information systems or power; (vii) general industrial unrest such as boycott, strike and lockout, go-slow, occupation of factories and buildings.

7.3

A Party that successfully invokes this clause shall be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract as of the time the impediment renders performance impossible, provided that notice is given without delay. If notice is not given promptly, the exemption shall take effect as of the time the notice reaches the other party. If the effect of the claimed impediment or event is temporary, the consequences set forth above shall apply only for as long as the claimed impediment prevents the affected party from performing the contract. If the duration of the claimed impediment results in the contracting parties being deprived to a significant extent of what they were entitled to expect under the contract, each party shall have the right to terminate the contract by notifying the other party within a reasonable period. Unless otherwise agreed, the parties expressly agree that either party may terminate the contract if the duration of the impediment exceeds 120 days.

8.

Documents, Import and Export Provisions, Customs

8.1

SUPPLIER shall inform BEGO about the required regulatory approvals and reporting requirements for the import and use of the PRODUCTS. For deliveries from preferential countries, SUPPLIER shall enclose a preference certificate for preferential originating goods with each delivery. For deliveries from an EU member state, a long-term supplier's declaration for preferential goods must be submitted to BEGO once a year at its own expense.

8.2

SUPPLIER shall provide its EU VAT identification number for deliveries and services from an EU member state outside Germany.

8.3

SUPPLIER shall inform BEGO of any licensing requirements or restrictions for (re-)exports of its goods in accordance with German, European and US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents at the latest upon delivery. Any hidden US share of articles ordered by BEGO, which are designated with other than US origin, may not contain more than 25% US share (according to US law) of the delivered PRODUCT. In particular, SUPPLIER is obliged to provide the following foreign trade data upon delivery of the PRODUCTS:

- Classification of products in foreign trade statistics (HS code)
 - Country of origin
 - Labeling and classification of Products that are subject to export control (if necessary, indication of the export list item, number of the European dual-use list, export control classification number); upon request, the provision of a certificate of origin
- SUPPLIER shall inform BEGO immediately of any changes to the approval requirements for PRODUCTS delivered to us due to technical or legal changes or official findings.

8.4

If the PRODUCTS are technologies in the sense of technical knowledge, which are subject to the US export control regulations (EAR, ITAR), the European Dual Use Regulation or the German export list, SUPPLIER is obliged to inform BEGO of this in writing.

9.

Safety, Environmental Protection and Energy Efficiency

9.1

SUPPLIER's deliveries and services shall comply with the statutory provisions, in particular the safety and environmental protection regulations including the Ordinance on Hazardous Substances, electrical and electronic equipment laws and the safety recommendations of the responsible German professional bodies or professional associations. Relevant certificates, test certificates and evidence must be supplied free of charge. The PRODUCTS, deliveries and services are based on the current state of the art in energy efficiency. SUPPLIER shall train employees in a suitable manner. The training certificates must be provided upon request.

9.2

SUPPLIER shall determine and comply with the applicable regulations for substance restrictions. Prohibited substances are not to be used. Avoidance and hazardous substances according to the applicable regulations must be indicated on the specifications by SUPPLIER. Safety data sheets must be submitted with the quotations and with the delivery bill for the first delivery (at least in German or English). BEGO must be informed immediately of any information concerning the exceeding of substance restrictions and the delivery of prohibited substances.

9.3

The SUPPLIER is solely responsible for compliance with the accident prevention regulations when making deliveries and providing services. Any necessary protective devices and any instructions from the manufacturer shall be supplied free of charge.

10.

Substances in Products

10.1

SUPPLIER shall comply with the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No. 1907/2006 of 30.12.2006) as amended - hereinafter referred to as REACH Regulation - in particular that the substances have been registered. BEGO is not obliged to obtain an authorization for a product delivered by the SUPPLIER within the framework of the REACH Regulation. Furthermore, SUPPLIER warrants that it will not supply any PRODUCTS containing substances pursuant to REACH:

- Annexes 1 to 9 of the REACH Regulation in the currently applicable version;
- Council Decision 2006/507/EC (Stockholm Convention on Persistent Organic Pollutants, as amended);
- the EC Regulation 1005/2009 on substances that deplete the ozone layer in the currently valid version;
- RoHS (2002/95/EC) for products according to their area of application;
- EU Regulation 765/2008 CE standards included.

If the PRODUCTS contain substances that are listed on the so-called „Candidate List of Substances of Very High Concern“ („SVHC list“) in accordance with REACH, SUPPLIER is obliged to inform us of this immediately. This also applies if previously unlisted substances are added to this list for current deliveries. Furthermore, the PRODUCTS shall not contain asbestos, biocides or radioactive material.

10.2

If the PRODUCTS contain the substances listed in 10.1, BEGO shall be notified in writing prior to delivery, stating the substance and its identification number (e.g. CAS) and a current safety data sheet for the delivery item. The delivery of these PRODUCTS requires separate approval by BEGO.

10.3

SUPPLIER shall indemnify and hold BEGO harmless from any liability in connection with SUPPLIER's non-compliance with the above-mentioned regulations and/or compensate BEGO for any damages arising out of or in connection with SUPPLIER's non-compliance with the regulations.

11.

Intellectual Property Rights

11.1

SUPPLIER warrants that no Third Party rights are infringed in connection with its delivery.

11.2

If claims are asserted against BEGO by a Third Party for this reason, the SUPPLIER shall indemnify BEGO against these claims upon first written request. In the event of claims for damages by the Third Party, the Supplier reserves the right to prove that it is not responsible for the infringement of the Third Party's rights.

11.3

BEGO shall not be entitled to enter into any agreements with the Third Party, in particular to conclude a settlement without the Supplier's consent.

11.4

The SUPPLIER's obligation to indemnify refers to all expenses necessarily incurred by BEGO from or in connection with the claim by a Third Party.

12.

Compliance

12.1

SUPPLIER shall comply with the respective statutory regulations on dealing with employees, environmental protection and occupational safety and to work to reduce adverse effects on people and the environment in its activities. Furthermore, SUPPLIER shall observe the principles of the UN Global Compact Initiative. These essentially concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment and the prevention of corruption.

12.2

SUPPLIER shall comply with ethics and anti-corruption guidelines established by BEGO (each available at www.bego.com) or its own equivalent and to comply with the relevant industry code of conduct on anti-bribery in medical devices, each as updated from time to time by BEGO or the relevant industry organization.

12.3

SUPPLIER shall comply with applicable trade restrictions of the European Union in accordance with the European Union Sanctions Map as amended from time to time.

13.

Confidentiality and Non-disclosure

13.1

Any information provided by BEGO, in particular the Technical Terms of Delivery, shall be deemed „Confidential Information“ within the meaning of this contract even if this information is not explicitly marked as such.

13.1.1

SUPPLIER shall keep Confidential Information strictly confidential and not to disclose, disseminate, publish or make it accessible to third parties in any other form. SUPPLIER shall take all commercially reasonable precautions to protect the Confidential Information and, in particular, keep and/or store it separately from its own documents.

13.1.2

SUPPLIER shall restrict access to the Confidential Information to those of its employees who need to know it for the execution of this Agreement and shall expressly oblige these persons to maintain confidentiality within the meaning of this Section 13.1.

13.1.3

SUPPLIER shall use the Confidential Information exclusively for the manufacture of the respective PRODUCTS ordered by BEGO.

13.1.4

After termination of this Agreement, SUPPLIER shall return to BEGO or destroy or delete all Confidential Information in its possession and any copies made or its own work based thereon. The provision of Section 13.1 of this Agreement

- shall remain unaffected by the end of this Agreement. The archiving periods in accordance with the quality assurance agreement must be observed.
- 13.1.5 Any Confidential Information provided to the SUPPLIER may be retrieved by BEGO at any time. At the same time, SUPPLIER is obliged to return any duplicates of the Confidential Information made by BEGO upon request; the same applies to any documents developed from the Confidential Information.
- 13.2 SUPPLIER and BEGO undertake to keep Confidential all information and recognizable business or trade secrets accessible in connection with the supply agreement, even after termination of the contractual relationship, and - unless required to achieve the purpose of the contract and expressly approved in writing by the other contracting party - neither to record them nor to pass them on to third parties or to exploit them in any way, in particular not to file their own applications for industrial property rights using such information.
- 13.3 Excluded from the Confidentiality obligation is disclosure to persons who are subject to a statutory confidentiality obligation, insofar as this disclosure is necessary for proper business management or to safeguard legitimate interests, in particular insofar as a judicial or official obligation exists. Also excluded is confidential information which was already known to the other party prior to the commencement of the business relationship or which subsequently becomes known to the other party from a third party without violating a confidentiality agreement, statutory provisions or official orders or which becomes publicly known, provided that this is not based on a violation of this confidentiality obligation.
- 14. Privacy Policy**
- 14.1 If collecting and processing personal data (within the meaning of the applicable data protection laws and information security regulations applicable to each party's performance of its obligations under this Agreement („Applicable Data Protection Laws“), each party shall comply with the Applicable Data Protection Laws - in particular the GDPR and the BDSG - and take all necessary technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss, destruction or damage to personal data in accordance with the Applicable Data Protection Laws.
- 15. Miscellaneous**
- 15.1 Insofar as the contract or these Terms and Conditions contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these Terms and Conditions if they had been aware of the loophole.
- 15.2 In the case of continuing obligations, BEGO reserves the right to amend these Terms and Conditions at any time, insofar as this is necessary for valid reasons, in particular due to a change in the legal situation or supreme court rulings, technical changes or further developments, new organizational requirements of mass transport, regulatory gaps in the Terms and Conditions, changes in market conditions or other equivalent reasons and does not unreasonably disadvantage the customer. SUPPLIER shall be notified of amendments to the Terms and Conditions in writing or by e-mail at least 6 weeks before they come into force. The amendments shall become effective if the SUPPLIER does not object in writing or by e-mail within a period of six weeks (beginning after receipt of the written notification of amendment) and BEGO has informed the SUPPLIER of this legal consequence in the notification of amendment.

Bremen, July 2026