



General Terms and Conditions of the Company

Magnus Medical GmbH (GTC)

1. Scope and Application

- 1.1. These General Terms and Conditions (the "GTC") govern the contractual relationship between the customer and the company Magnus Medical GmbH, which concludes the Agreement with the Customer.
- 1.2. The GTC shall apply to the delivery of products and for services of any kind. They apply to all Products and Services (collectively the "Efforts"), which are procured from Magnus Medical GmbH by the Customer, even if no reference is made to the GTC in the individual case.
- 1.3. The GTC shall apply to all Efforts procured from Magnus Medical GmbH, without it being necessary to refer to the GTC in the individual case. Any general terms and conditions of the Customer are excluded.

2. Conclusion and elements of the Contract

- 2.1. Offers by Magnus Medical GmbH shall be valid for a duration of 30 days, provided that the offer does not specify a different period of validity.
- 2.2. A contract (the "Contract") shall be concluded as follows: a) either by means of acceptance of an offer by Magnus Medical GmbH or b) in case of an order without previous offer by means of issuance of an order confirmation by Magnus Medical GmbH or c) by means of mutual signature of a contractual document.

- 2.3. If performance by Magnus Medical GmbH requires a governmental permit, the Contract shall only enter into effect once such permit has been granted.
- 2.4. Brochures and catalogs shall not be binding.
- 2.5. Offers and any project documents are confidential and may not be disclosed by the Customer to third parties without the consent of Magnus Medical GmbH.
- 2.6. An Agreement concluded pursuant to cipher 2.2 shall have priority over the GTC.

3. Obligations of the Customer

- 3.1. The Customer shall – in a timely manner – create the conditions necessary for Magnus Medical GmbH to perform the Efforts. This shall include detailed order incl. necessary shipping documents, necessary legalizations of documents and transport details. Payment terms are in advance.
- 3.2. If the Customer fails to fulfill his obligations, Magnus Medical GmbH may – after granting an extension of time in writing – withdraw from the Agreement and claim damages (including compensation for lost profits).
- 3.3. The Customer may only use the products they obtained from Magnus Medical GmbH in accordance with their intended purpose.

4. Dates

- 4.1. Dates and terms of delivery are only guidelines.
- 4.2. Dates and terms of delivery are extended appropriately, which Magnus Medical GmbH – despite application of due care – is unable to avert, such as the absence of permissions, the issuance of governmental restrictions on imports and similar measures and in case of force majeure.

5. Prices

- 5.1. For the Efforts, the Customer shall pay the price specified in the Agreement.
- 5.2. In the event that the costs of Magnus Medical GmbH increase between the time of conclusion of the Contract and delivery (e.g., due to currency exchange rates or the product prices of third-party suppliers), Magnus Medical GmbH may change the price.

6. Invoicing and Payment

- 6.1. Payment shall be effected at the domicile of Magnus Medical GmbH without deduction of any prompt-payment discount, expenses, charges, fees, duties and similar costs.
- 6.2. Invoices of Magnus Medical GmbH incl. advance payment invoices shall be paid with a payment period of 10 days from the date of the invoice. Should the invoice not be paid within this period, the Customer shall be in default of payment without further notice and owe an interest on arrears of 5% p.a.
- 6.3. The dates of payment shall also be observed if the shipping, the transport is delayed due to reasons, for which Magnus Medical GmbH is not responsible.

- 6.4. If the Customer is in default with respect to a payment or if Magnus Medical GmbH is forced to anticipate that the Customer will fail to pay an invoice, Magnus Medical GmbH may, without prejudice to any of its other claims and rights, suspend any further performance under the Agreement or withhold further deliveries, until new terms of payment and delivery or, as the case may be, securities are agreed upon. If no respective agreement can be found within a reasonable amount of time, Magnus Medical GmbH may withdraw from the Agreement and claim damages (including compensation for lost profits).

7. Reservation of Title

- 7.1. Magnus Medical GmbH shall remain proprietor of any Products until full payment. As long as such reservation of title is in force, the Customer may not sell, encumber or dispose of the Products in any other fashion.

8. Passing of Risk and Place of Performance

- 8.1. Incoterms 2020 CIF named port of destination. Other Incoterm is only possible with the approval of Magnus Medical GmbH. According to the Incoterms 2020 CIF, Bunte Magnus Medical bears all risks (loss or damage) until the goods have been delivered to the loading port, the risk of loss or damage to the goods transfer when the goods are on board of the vessel of the shipment port.
- 8.2. If the shipping is delayed due to the request of the Customer or due to other circumstances, for which Magnus Medical GmbH is not responsible, the passing of risk to the Customer shall occur at the time originally intended. From this moment onwards, Products shall be stored on the account and on the risk of the Customer.

9. Transportation and Insurance

- 9.1. Transportation will be invoiced through Magnus Medical GmbH.
- 9.2. In the case of CIF, the transport insurance must be taken out by Magnus Medical GmbH. The insurance organized through Magnus Medical GmbH shall cover, according to the Institute Cargo Clauses, at a minimum, the price provided in the contract plus 10% (i.e. 110%) and shall be in the currency of the contract.
Transfer of insurance costs: named port of destination.
- 9.3. Any special requests concerning shipping, transport and insurance shall be notified to Magnus Medical GmbH in a timely manner.
- 9.4. Complaints in connection with shipment or transport shall be addressed by the customer to the last carrier immediately upon receipt of the delivery or the freight documents.

10. Changes to the Efforts

- 10.1. Both parties may request changes to the Efforts. If such changes lead to additional costs or expenses, Magnus Medical GmbH shall be compensated by the Customer in relation thereto.

11. Inspection and Acceptance

- 11.1. Magnus Medical GmbH shall inspect the Products before shipping insofar as such inspection is customary. If Customer requires additional inspection, such additional inspection shall be agreed upon separately and paid for by the Customer.
- 11.2. The Customer shall inspect Products as soon as shipment arrives. Any defects shall be notified without delay in writing within 10 days. Where the Customer fails to perform the inspection

or fails to notify Magnus Medical GmbH of detected defects, the relevant Products shall be deemed accepted.

- 11.3. Only defects that significantly impair the use of Products shall entitle the Customer to refuse acceptance. Magnus Medical GmbH shall be given the opportunity to remedy such defects, it being understood that Magnus Medical GmbH shall be given a reasonable deadline to perform such remedy.

12. Warranty

- 12.1. In this cipher 12, warranty obligations of Magnus Medical GmbH or, as the case may be, warranty rights of the Customer are specified in an exhaustive manner; thus, any statutory warranty obligation or, as the case may be, right, is excluded.
- 12.2. For used Products and for consumables and wear and tear parts, any and all warranty is excluded.
- 12.3. Any warranty rights of the Customer relating to third party products shall exist exclusively vis-à-vis the third-party manufacturers and in accordance with their warranty conditions. Any warranty of Magnus Medical GmbH on its own shall be excluded in this regard. Instead, Magnus Medical GmbH shall – in the interest of the Customer – assert the Customer's warranty rights against the third-party manufacturer where it is expedient and reasonable.

13. Traceability

- 13.1. The Customer shall notify Magnus Medical GmbH if he resells, leases, or changes the location of Products which are subject to regulatory provisions. The notification shall include information concerning the identity and the business of the recipient, the new location and the serial number of the Product.

14. Liability

- 14.1. Magnus Medical GmbH shall be liable for damages incurred by the Customer due to a culpable breach of contract by Magnus Medical GmbH – regardless of the legal reason – for an amount up to the contract value of the Agreement.
- 14.2. Liability for loss of profits, unrealized savings, recourse claims asserted by third parties, damages from interruptions of operations as well as for any and all indirect and consequential damages shall be excluded.
- 14.3. The Customer shall hold Magnus Medical GmbH harmless for any and all damages resulting from Customer's failure to observe regulatory provisions and the fact that third parties (including the authorities) assert claims against Magnus Medical GmbH as a consequence thereof.

15. Force Majeure

- 15.1. Force majeure refers to events over which the parties have no control. Situations of force majeure include in particular: Disruptions of the public power supply and the communications and transportation infrastructure, governmental measures, virus or hacker attacks, fire, extraordinary weather events, epidemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, strikes and sabotage etc.
- 15.2. Where a party is prevented from fulfilling its contractual obligations in whole or in part due to force majeure, the party concerned shall be released from its liability due to non-performance as long as the force majeure event continues.

- 15.3. In case of a lasting force majeure event, either party may terminate the Agreement retroactively as per the date the force majeure started to occur. Efforts performed up until this date shall be remunerated.

16. Final Provisions

- 16.1. Changes of or amendments to the Agreement or the GTC require the written form and the signature by both parties.
- 16.2. The Customer does not have a right to set-off, unless his claims are acknowledged by Magnus Medical GmbH in writing or established through judicial proceedings.
- 16.3. The invalidity or void ability of any provision or any provisions of an Agreement do not render the other provisions invalid. In case of such invalidity or void ability, the parties try to replace the invalid or voidable provision with a different valid and enforceable provision, which comes as close as possible to the legal and economical content of the replaced provision.
- 16.4. An Agreement shall be exclusively governed by and construed in accordance with the laws of Switzerland with the exclusion of its conflict of laws rules and the UN Convention (11.04.1980) of the Sale of Goods.
- 16.5. Any dispute, controversy or claim arising out of or in relation to an Agreement shall be exclusively resolved by the courts at the domicile of Bunte MagnusMedical, meaning Switzerland.

Magnus Medical GmbH