Terms and Conditions of Business of Advanced Medical Solutions (Austria) GmbH

I. General

The following terms and conditions apply to all current and future contracts, unless expressly agreed otherwise in writing by management. Deviating or verbal agreements are only valid if they are confirmed in writing by us. Our employees are not authorised to make verbal collateral agreements or verbal assurances that go beyond the content of the written contract. No rights whatsoever can be derived from any typographical errors and other errors on our part. The information contained in our catalogues, brochures, newsletters, advertisements, illustrations and price lists about weights, dimensions, capacities, colours, price, services and similar specifications is only approximate. Such information shall only be binding on us if expressly made in writing as a condition of the order at the time of the purchase. Unless otherwise agreed, we deliver the goods in accordance with applicable Austrian Standard [ÖNORM] in customary sorting. Orders become binding only upon written acceptance on our part. In this respect, contractual performance on our part shall not be deemed acceptance of deviating terms of contract. All offers are non-binding. Offers or cost estimates addressed to us are binding and free of charge unless otherwise agreed. The contracting party is bound to their offer for six weeks.

II. Prices and packaging

All prices quoted by us are, unless otherwise stated, exclusive of VAT. Our goods are packed in the usual way and, as far as possible, only delivered in complete packaging units. The customer agrees that invoices to them also be created and transmitted electronically, insofar as they are created with secure electronic signature.

III. Retention of title

The delivery items remain our property until full payment of the purchase price and any additional charges, even if a resale by the customer has taken place. In this case, the customer already hereby assigns their purchase price claims against their secondary purchaser to us and undertakes to inform us without delay of the name and address of the secondary purchaser, as well as the amount of the claim and also, on the other side, to inform their secondary purchaser of the assignment of claim. The customer has the duty during the retention of title not only to take all measures to effect the legal protection of the retention of title, but in particular to receive the delivery item in the proper condition. If, during or after acceptance of the order, it becomes apparent that the customer is in poor financial circumstances, we shall be entitled to declare the financial statements void, immediately pick up goods already delivered and unpaid, wherever they are located, even without a court order and make further deliveries dependent on cash payments or advance payments. Claims for damages of the customer from these measures towards us are excluded. If the goods sold under retention of title are affected by foreclosure measures by the customer or their secondary purchaser, the customer must notify us of these without undue delay by handing over the documents necessary for an intervention. Should our customer pass on the invoice to a third person or if we, at the request of our customer, should issue the invoice to a third person, we reserve the right, in case of non-payment of this invoice, to demand payment of the invoice amount due from our customer.

IV. Deliveries

Our deliveries are generally made promptly from our Teesdorf warehouse. If this is not possible, the shortest delivery times shall be announced at order acceptance. Unforeseen and unforeseeable obstacles of any kind as well as all cases of force majeure entitle us to postpone the delivery dates appropriately or to withdraw

from the delivery completely. Information about the delivery time is always without obligation. The customer is only entitled to rescind the contract if the originally agreed delivery date has been exceeded by more than 3 months and a corresponding, reasonable period of grace set by the customer has expired without success. Claims for damages of the customer due to late, omitted or only partial delivery are excluded. We expressly reserve the right to make partial deliveries.

V. Shipping

If the shipping is made "ex warehouse Teesdorf", we shall not be liable for damages for damaged or lost goods. In the case of neutral consignments to a consignee named by the customer, the shipment is always unfranked, as well as in cases in which the customer requires a certain method of forwarding. Deliveries to corporations, private persons and third parties who act as resellers, unless otherwise regulated, are always agreed as "ex works Teesdorf". In all other cases, unless otherwise agreed, the clause "free domicile" applies from a net order value of € 50.00, including shipping and handling costs of € 8.90 plus statutory value added tax. If delivery is agreed with notification, this and any transport insurance requested by the customer shall be charged separately, but does not include unloading and contracts. Liability regulation also applies in the event that the delivery is carried out by us free of destination with our own or with third-party means of transport.
In the event of transport damage, the customer must have this confirmed by the train office or post office and have provided the appropriate confirmation to us. If there is clear damage to the outer packaging when the goods are handed over, this must be noted by the customer on the delivery confirmation from the deliverer, as otherwise no liability shall be accepted by the insurance company. A complaint of missing or incomplete parts can only be accepted within 7 days from receipt of the goods by the customer from our side. The packaging shall only be taken back by express agreement.

VI. Due date, default, expenses and costs

All invoices are due for payment in accordance with the agreed terms of payment printed on the invoice, excluding any set-off or retention. Common standard conditions are: 30 days net, 7 days 2% discount. However, differing conditions may be stipulated in writing. If no reasoned objection is raised in writing against one of our invoices within two weeks, it shall in all cases be deemed approved. We are expressly entitled to make partial billing, provided that the services are provided in parts. If the target date is exceeded, we are entitled to charge default interest, which is 10% points above the current base interest rate. In addition, we have the right to demand in the event of default, in addition to default interest, the costs incurred by us from reminders, extrajudicial collection of our claims, registration or participation in bankruptcy, equalisation or compulsory settlement proceedings. We expressly reserve the right to demand all costs incurred by us, but which are not judicially awarded in the course of a possible process and execution proceedings. Despite differing provisions of the customer, we are entitled to first offset payments against older debts. We shall give the customer information about the type of settlement that has taken place. If costs and interest have already arisen, we are entitled to offset the payment first against the costs, then against the interest and finally against the main service. Acceptance of bills of exchange or cheques shall only be made by payment by prior arrangement. Credits are only given subject to receipt and value date on the day of receipt. All costs and dues, interest and charges of any kind incurred with the redemption and discounting of these papers, shall be borne by the customer. We are entitled to refuse to accept bills of exchange or cheques without giving reasons. Payment by cash or credit card is not possible. The customer is not entitled to offset counterclaims, which are not expressly recognised by us and to whose offsetting we have not agreed, with their outstanding book receivables or to assert claims for restitution. Our agents or employees are entitled to accept payments with debt-discharging effect only on presentation of special collection authority. If the customer delays in payment transactions with only one of the agreed payments or other services, then loss of due date occurs with respect to the entire still outstanding debt and we are to be compensated default interest in the amount of 10% points above the current base rate. The value stability of the claim including ancillary claims is expressly agreed. To measure the calculation of the value stability, use is made of the monthly consumer price index published by

the Austrian Central Statistics Office. The reference value for this contract is the index number calculated for the month in which the contract was concluded. If delivery has been agreed on request, the goods are deemed to be requested no later than 3 months after the order has been placed. If shipping becomes impossible due to no fault of our own, the risk shall pass to the customer upon notification of readiness for shipment. This also applies to culpable delay of acceptance. If we become aware of circumstances that call into question the creditworthiness of the customer, in particular if the customer terminates the payments, or if we become aware of other circumstances that call into question the creditworthiness of the customer, we are entitled, in the case of partial payments, to demand payment of the entire residual debt due. In addition, we are entitled in the previous case to demand advance payments or securities as well as to unilaterally modify the agreed payment terms. Prepayments are considered expired if the customer fails, despite two written requests, to pay the residual balance within 60 days or, in the case of unknown residence, if they fail to notify the amendment of their contact details in writing within 4 weeks.

VII. Notice of defects, warranty and warranty liability

If defects in a product supplied by us occur, the customer is obliged to notify us in writing of this defect at the latest within 3 days of receipt of the goods. Hidden defects must also be reported to us immediately, i.e. within 3 days of discovery. The raising of a notice of defect does not release the customer from their payment obligation. The warranty liability claims of the customer expire if the customer fails to make payment. Defects of a part of a delivery do not entitle a claim to be made on the entire delivery. If a defect duly notified to us is recognised by us, we have the right, at our option, to repair the goods, exchange them or take them back and refund or reduce the purchase price accordingly. Further claims on the part of the customer are excluded, as are claims for damages of third parties, from which legal title is always excluded. However, an existing defect does not entitle the customer to withdraw from the contract of sale, demand compensation for wages, freight, penalties and the like. Replacements delivered by us and completed improvement work are liable under the terms of the first delivery. Warranty liability claims and claims for damages resulting from any defects must be asserted in court within 6 months of receipt of the goods or 3 months after written rejection of a notice of defect. In the event of unauthorised correction of defects by the customer, all our warranty liability obligations expire. We make no warranty of any kind for goods delivered by the customer.

VIII. Disclaimer

We are liable for damages only if intent or gross negligence is proven to us in the context of the legal regulations. Liability for slight negligence, replacement of consequential damage and financial losses, unrealised savings, interest losses and damages from claims of third parties against us are excluded. Any recourse claims, which the customer or third party from the title "product liability" under the meaning of product liability law may bring against us, are excluded, unless the recourse holder proves that the error was caused within our domain and was at least grossly negligent.

IX. Taking back

Goods delivered by us can only be returned if our express consent has been obtained beforehand. In all cases, the return has to be performed free domicile, i.e. frank to our warehouse Teesdorf. Third-party products are generally not accepted by us. We also have to reject the return of custom-made items, special orders or damaged and/or soiled material. In addition, only goods in their original packaging can be returned. Subject to the condition that the goods return are entitled to a credit note, in all cases we reserve the appropriate handling fee of currently 10% of the original selling price, apart from the charging of any necessary post-processing costs.

X. Privacy and confidentiality

The customer acknowledges that we manage our entire accounting system with automation support. Taking into account the provisions of the General Data Protection Regulation (GDPR) in the version of 2018, the customer expressly declares himself to be in agreement with third parties storing and processing the data resulting from the business relationship between the customer and us, as well as to the transmission of these data, provided that this does not concern either the private or family life of the customer.

Our plans, sketches and other documents such as brochures, catalogues, samples and the like remain our intellectual property. Any use, in particular the transfer, duplication, publication and making available, including even partial copying, requires our express written consent. The customer undertakes to keep confidential the knowledge gained from the business relationship with third parties.

Should documents or services provided by the customer and made available to us enjoy legal protection including copyright protection, in the event of a contract conclusion where there is no express agreement to the contrary we are granted an unrestricted but not exclusive right to the use of these works.

In the context of events or activities, photographs and/or films may be taken by or on behalf of the organization. By registering for and participating in Advanced Medical Solutions (Austria) GmbH events, you acknowledge that photographs and video materials depicting persons may be used for reporting purposes and published in various (social) media, publications and on Advanced Medical Solutions (Austria) GmbH websites.

XI. Severability clause

In the event that individual provisions of these general terms and conditions of sale and delivery should be legally invalid, this shall not affect the validity of the remaining provisions of the contract. The invalid provision shall be replaced by a valid one that is as close as possible to the intended objective.

XII. Place of fulfilment, jurisdiction and legal basis

The place of jurisdiction and place of performance for all disputes and liabilities arising from the contract is Baden. Austrian law exclusively applies. The applicability of the UN Sales Convention is expressly excluded.

As of: July 2026