General Delivery and Trading Conditions

# of medicap homecare GmbH, Hoherodskopfstraße 22, 35327 Ulrichstein-Bobenhausen

Section 1 Scope

(1) All medicap homecare GmbH (hereinafter referred to as the "Vendor") deliveries, services, and offers are exclusively provided based on these General Delivery Conditions. These are a component of all Agreements that the Vendor concludes with their Contracting Partners (hereinafter referred to as "Customers") regarding the deliveries or services offered. They apply to all future deliveries, services or offers provided to the Customer, even if they have not been separately agreed.

(2) Trading conditions imposed by the Customer or other third parties are not applicable, even if the Vendor does not separately object to their validity in each individual case.

Section 2 Offer and conclusion of Agreement

(1) All offers provided by the Vendor are without obligation and non-binding, unless they are explicitly labelled as binding or if they include certain acceptance periods. The Vendor can accept orders or purchase orders within ten days of receiving them.

(2) The Agreement concluded in writing is solely decisive for legal relationships between the Vendor and Customer, which includes these General Delivery Conditions. This reflects all statements concluded between the Contracting Parties regarding the subject of the Agreement. Any agreements made in writing prior to concluding this Agreement are legally non-binding, unless they have been explicitly included in the Agreement in writing.

(3) Additions or changes to this Agreement, including these General Delivery Conditions, must be made in writing to be effective. Submission via fax or email is sufficient for adhering to the written form, provided a copy of the signed declaration is submitted.

(4) Any information provided by the Vendor regarding the delivery or service to be supplied (e.g. weights, measurements, practical values, capacity, tolerances, and technical data) as well as any depictions (e.g. drawings and figures) are only approximate, unless usability must conform exactly for the contractually intended purpose. They are not guaranteed quality features, but instead serve as descriptions or depictions of the delivery or service. Deviations that are commercially customary or other deviations that are due to legal regulations or technical improvements, as well as components that are replaced by other parts of equal value, are all permitted, provided this does not negatively affect usability for the contractually intended purpose.

(5) The Vendor maintains ownership or copyright of all offers and cost estimates they provide, as well as any drawings, figures, calculations, prospects, catalogues, models, tools or other documents or aids they have provided to the Customer. The Customer may not make these items available to third parties, either as they are or in terms of their content, disclose them to others, use them themselves, permit third parties to use them or reproduce them without the explicit consent of the Vendor. On the Vendor's request, they must return these in full and destroy any possible copies once they are no longer required to fulfil the ordinary course of business or if negotiations do not result in concluding an Agreement.

Section 3 Price and payment

(1) Prices apply to the scope of deliveries or services listed in the order confirmation. Extra or separate services are billed separately. Prices are provided in EURO ex works excluding packaging, statutory VAT, any customs duties due for export deliveries, as well as any other fees or public charges.

(2) If the agreed prices are based on the Vendor's list price and delivery will be made more than four months after concluding the Agreement, the Vendor's list prices at the time of delivery apply (less any agreed individual percentage or fixed discount).

(3) The invoice amount must be paid within thirty days of the invoice date without any deductions. A discount of 2% applies for any payments made within 14 days, unless agreed otherwise. The date of receipt by the Vendor is decisive for determining the payment date. Cheques are only valid as payment once they have been cashed. If the Customer does not provide payment by the due date, interest of 5% p.a. will be charged on the outstanding amount from the due date; the right to enforce higher interest or other damages in the case of delays remains unaffected.
(4) The Customer is only entitled to offset against counterclaims or withhold payment against such claims if the counterclaim is uncontested or legally binding.
(5) The Vendor is entitled to only provide any outstanding deliveries or services against prepayment or payment of a security if they become aware of circumstances that would significantly reduce the Customer's creditworthiness after concluding this Agreement, and that may jeopardise the Customer paying the Vendor's outstanding claims resulting from the respective contractual relationship (including from other individual orders that are subject to the same framework agreement).

Section 4 Delivery and delivery period
(1) Deliveries are provided ex works.
(2) Any deadlines or dates provided by the Vendor for deliveries and services are only approximate, unless a fixed deadline or date has been accepted or agreed upon. If shipping was agreed upon, delivery periods and delivery dates refer to the date on which the goods will be handed over to the carrier, freight forwarder or other third party commissioned with transport.
(3) If the Customer does not fulfil their contractual obligations to the Vendor, the Vendor can - without affecting their rights resulting from the Customer defaulting - request an extended deadline for providing the delivery or service to the Vendor or postpone delivery and supply dates for this period.
(4) The Vendor is not liable if delivery is impossible, or for any delays in delivery if these are the result of force majeure or other events that were not foreseeable at the time of concluding the Agreement and for which the Vendor is not responsible (e.g. malfunctions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of staff, energy or raw materials, difficulties in procuring any necessary regulatory approvals, regulatory measures or other if their own suppliers do not deliver, deliver incorrectly, or do not deliver on time). If such events do arise that significantly impair the Vendor's ability to provide a delivery or service, or make this impossible, and if the hindrance is not just temporary, the Vendor is entitled to withdraw from the Agreement. In case of temporary hindrances, delivery or service times will be extended, or otherwise they will be postponed by the hindrance period plus an appropriate additional start-up period. If the Customer cannot be reasonably expected to accept the delivery or service due to the delay, they can withdraw from the Agreement by informing the Vendor of this in writing without delay.
(5) The Vendor is entitled to provide partial delivery if
- the partial delivery is usable for the client within the scope of the contractually intended purpose,
- delivery of the remaining goods can be guaranteed, and
- the Customer will not incur any significant extra work or additional costs as a result (unless the Customer confirms that they are prepared to accept these costs).

(6) If the Vendor defaults on a delivery or service or if it is impossible for them to provide a delivery or service for whatever reason, the Vendor's liability for damages is limited in accordance with Section 8 of these General Delivery Conditions.

Section 5 Fulfilment site, shipping, packaging, risk transfer, acceptance

(1) The fulfilment site for all obligations resulting from the contractual relationship is Ulrichstein, unless stipulated otherwise. If the Vendor is also responsible for installation, the fulfilment site is the location on which the installation is to be carried out.
(2) Shipping methods and packaging are chosen at the Vendor's due discretion.
(3) Risk is transferred when the delivery object is handed over to the carrier, freight forwarder or other third party commissioned with shipping the object to the Customer at the latest - this is the start of the loading operation. If shipping or handover is delayed due to circumstances caused by the Customer, risk is transferred to the Customer on the day on which the delivery object is ready for shipping and the Vendor informs the Customer of this.
(4) The Vendor will only insure shipments against theft, break-ins, transport, fire or water damage, or other comparable risks at the Customer's explicit request.
(5) If acceptance is required, the purchased object is considered to have been accepted if

- the delivery and, if the Vendor is responsible for installation, the installation have been completed,
- the Vendor has informed the Customer of this, making reference to their assumed acceptance of this in accordance with Section 5 (5), and has requested the client to accept the object,
- [14] working days have passed since delivery and installation and the Customer has started using the purchased object, commissioned it, and
- the Customer has failed to accept the item within this period for a reason other than being informed of a defect by the Vendor that would render the purchase object unusable or that would significantly impair its use.

Section 6 Guarantee, material defects
(1) The guarantee period is one year from the delivery date, or, if acceptance is required, from acceptance.
(2) The delivered items must be carefully inspected by the Customer or a third party commissioned by them immediately after delivery. Obvious defects or other defects that would have been immediately recognisable following careful examination are considered to be accepted by the Customer if the Vendor is not immediately informed of such defects in writing following delivery. With regard to other (initially) hidden defects, the Customer is considered to have accepted the delivery object if the Vendor is not immediately informed of the defect at the time at which it is discovered; if the Customer became aware of the defect at an earlier period during normal use, this earlier point is decisive for the start of the complaint period. Upon the Vendor's request, a faulty delivery object must be returned to the Vendor free of transportation charges. In the case of justified defect claims, the Vendor will reimburse the cheapest shipping method; this does not apply if costs increase as a result of the delivery object being located at a site other than the place of intended use.
(3) In the case of material defects, the Vendor is entitled and authorised to provide repairs or a replacement delivery of their choice within in appropriate period. In the event of failure, i.e. inability, unreasonableness, refusal or inappropriate delay in providing the repairs or replacement delivery, the Customer can withdraw from the Agreement or reduce the purchase price appropriately.
(4) If the Vendor is responsible for the defect, the Customer can demand damages in accordance with the provisions under Section 8.
(5) In the event of defective components made by other manufacturers, which the Vendor cannot correct due to licensing regulations or material reasons, the Vendor can, at their discretion, assert guarantee clams against the manufacturer and supplier on behalf of the Customer, or assign these to the Customer. Guarantee claims against the Vendor can only be made for such defects under the other conditions and in accordance with these General Delivery Conditions if legal enforcement of the aforementioned claim against the manufacturer and supplier has been unsuccessful

or is futile due to insolvency. The statute of limitations for the Customer's guarantee claims against the Vendor is suspended for the duration of the legal dispute.
(6) The guarantee does not apply if the Customer changes or allows third parties to change the delivery item without the Vendor's consent, and resolving the defect is therefore impossible or unreasonable as a result. In any case, the Customer will bear any additional costs incurred as a result of resolving the defect caused by these changes.
(7) If an agreement is made with the Customer to deliver used goods, this is done under exclusion of any guarantee for material defects.

Section 7 Trademark rights
(1) In accordance with Section 7, the Vendor is responsible for ensuring that the delivery item is free of any industrial property rights or third party copyrights. Each Contracting Party must immediately inform the other Contracting Party if any claims are made against them due to violating such rights.
(2) If the delivery item does violate an industrial property right or third party copyright, the Vendor will modify or exchange the delivery item at their own discretion and at their own cost so that it no longer violates any third party rights, but so that the delivery item still continues to fulfil the agreed contractual functions, or the Vendor will grant the client the right of use by concluding a licence agreement. If they are unable to do this within an appropriate period of time, the Customer is entitled to withdraw from the Agreement or to reduce the purchase price appropriately. Any claims for damages made by the Customer are subject to the restrictions set out under Section 8 of these General Delivery Conditions.
(3) In the event of legal violations resulting from products made by other manufacturers and delivered by the Vendor, the Vendor can, at their discretion, assert clams against the manufacturer and supplier on behalf of the Customer, or assign these to the Customer. In this case, claims against the Vendor can only be made in accordance with Section 7 if legal enforcement of the aforementioned claim against the manufacturer and supplier has been unsuccessful or is futile, for example due to insolvency.

Section 8 Liability for damages due to culpability
(1) The Vendor's liability for damages, for whatever reason, particularly as a result of impossibility, delays, missing or incorrect delivery, contractual violations, obligation violations when negotiating the Agreement and unpermitted negotiations, to the extent that culpability is involved, are limited in accordance with Section 8 of this Agreement. Excluded from any limitations are the limitation of liability for damages resulting from injury to life, limb or health that are due to the Vendor violating their obligations or the Vendor's legal representative or proxy violating their obligations. The limitations under Section 8 also do not apply to guaranteed quality characteristics or liability under the product liability act.
(2) The Vendor is not liable in cases of simple negligence by their organs, legal representatives, employees or other proxies, provided this does not result in essential contractual obligations being violated. Essential contractual obligations are those which significantly impact on-time delivery and installation of the delivery object, ensuring that it is free of defects, its functionality or usability, as well as consultation, protection, and custody obligations that enable the Customer to properly use the delivery object in accordance with this Agreement, or those which protect the life and limb of the Customer's staff or which are intended to protect their property from significant damages.
(3) If the Vendor is liable for damages in accordance with the basis set out under Section 8 (2), this liability is limited to damages that the Vendor could have predicted as possible consequences of violating the Agreement at the time of concluding the Agreement, or which they could have predicted if they had exercised due care. Indirect damage and subsequent damage resulting from

damage to the delivery object are only liable for compensation if such damage could be typically expected from using the delivery object as intended.
(4) In the case of liability for simple negligence, the Vendor's obligation to pay compensation for material damages and any resulting financial losses is limited to 1,500,000 EUR per damage claim (in accordance with the current sum insured under their product liability insurance or indemnity insurance), even in the event that essential contractual obligations were violated.

(5) If the Vendor provides technical information or acts in an advisory capacity and this information or advice is not included in the contractually agreed scope of services to be provided by the Vendor, this is provided free of charge and under exclusion of any liability for simple negligence.

Section 9 Reservation of ownership
(1) The delivery object delivered to the Customer by the Vendor remains the property of the Vendor until full payment of all secured claims.
(2) The Customer will store the reserved goods for the Vendor free or charge.
(3) The Customer is entitled to sell the reserved goods in the course of standard business operations until reservation of ownership is enforced (Paragraph 9). Pledging and transfer of security are not permitted.
(4) In the event that the reserved goods are resold, the Customer hereby assigns any resulting claims made by the purchaser to the Vendor. The same applies to any other claims made in place of the reserved goods or that otherwise result from the reserved goods, e.g. insurance claims or claims arising from tort liability due to loss or destruction. The Vendor revocably authorises the Customer to collect the claims assigned to the Vendor in their own name. The Vendor may only revoke this authorisation to collect in the event of enforcement.
(5) If third parties seize the reserved goods, particularly due to garnishment, the Customer will immediately inform them that the item is the property of the Vendor, and will then inform the Vendor so that they can assert their property rights.
(6) The Vendor will release the reserved goods or other items or claims held in their place if their value exceeds the amount secured by claims by more than 50%. The Vendor may then select which items to release at their own discretion.
(7) If the Vendor withdraws from the Agreement due to the Client breaching the contract, particularly in the case of late payments (enforcement), they are entitled to demand that the reserved goods be returned.

Section 10 Closing provisions
(1) If the Customer is a trader, legal person under public law or a special fund under public law, or if they do not have a general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes resulting from the business relationship between the Vendor and the Customer is either Ulrichstein or the Customer's registered address, chosen at the Vendor's discretion. For complaints made against the Vendor, Ulrichstein is the exclusive place of jurisdiction. Obligatory legal provisions regarding the exclusive place of jurisdiction remain unaffected by this regulation.
(2) The relationship between the Vendor and the Customer is subject to the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) does not apply.
(3) If the Agreement or General Delivery Conditions contain any gaps, the Parties can agree upon respective legally effective provisions to fill these gaps that comply with the economic objectives of the Agreement and the purposes of these General Delivery Conditions as if they had been aware of the gap.

(4) The Customer is aware that the Vendor stores data from the contractual relationship in accordance with Art. 6 of the General Data Protection Regulation (GDPR) for the purposes of data processing, and that they retain the right to transfer the data to third parties for the purposes of fulfilling the Agreement (e.g. insurance).