

1. Area of application

1.1 These conditions of purchase shall apply exclusively. We shall only recognize terms and conditions of the Contractor (hereinafter referred to as "Contractor") which are contrary to or deviate from the Terms and Conditions of Purchase if we expressly agree to their validity in writing. These Terms and Conditions of Purchase shall also apply if we accept or pay for the delivery or service without reservation with the knowledge that the Contractor's terms and conditions conflict with or deviate from these Terms and Conditions of Purchase.

1.2 These Terms and Conditions of Purchase shall also apply to all future transactions with the Contractor, insofar as these transactions are of a similar nature.

1.3 If special terms and conditions deviating from these Terms and Conditions are agreed for a specific order, these General Terms and Conditions of Purchase shall apply subordinately and supplementary.

1.3 These Terms and Conditions of Purchase shall only apply to companies within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law.

2. Conclusion of contract and quotation

2.1 Quotations and cost estimates are binding and are not to be remunerated, unless expressly agreed otherwise. Unless agreed separately for individual cases, we shall not assume any costs and shall not pay any remuneration for visits, planning and other upfront services which the Contractor provides in connection with the submission of quotations.

2.2 Orders, contracts and delivery schedules shall be made in writing. The Contractor shall be obliged to accept the order within 14 days. Delivery call-offs within the context of order and call-off planning shall become binding if the Contractor does not object within three working days of receipt.

2.3 Verbal agreements of any kind - including subsequent amendments and additions - are only binding if they are confirmed by us in writing.

3. Delivery and performance

3.1 Unless otherwise agreed, partial deliveries and partial services shall be excluded.

3.2 The place of performance is the place of receipt specified by us in the order.

3.3 The drawings, dimensions, tolerances, standards, qualities etc. specified by us shall apply as a matter of principle. Any documents and information provided by the Contractor that deviate from these, such as illustrations, drawings, weight and dimensional data, require our agreement.

3.4 Unless otherwise expressly agreed in writing, all services and deliveries shall comply with the respective DIN, ISO and/or VDE standards, other standards customary in the industry and EU standards valid at the time of conclusion of the Contract for the respective order.

3.5 The Contractor shall comply with the laws, regulations and requirements of the authorities which are applicable and valid in the Federal Republic of Germany, and shall base the respective order on the technical rules, standards and guidelines in the version valid at the time of conclusion of the Contract. In particular, the deliveries or services shall comply with the recognized rules of technology, safety engineering and industrial medicine, the relevant DIN and accident prevention regulations as well as the applicable hygiene regulations, the Medical Device Regulation and the statutory ordinances and implementing provisions issued in this connection as well as the requirements of relevant environmental protection laws (such as the Chemicals Act, Closed Loop Economy and Waste Management Act) and the statutory ordinances issued in this connection.

3.6 Each delivery of goods shall be accompanied by a delivery note in duplicate, stating the order number, the designation of the delivery/service and the intended place of receipt.

3.7 The Contractor shall supply certificates of origin upon request.

3.8 The Contractor shall accept a ten-year retention obligation for proof of manufacture for implants as well as for instruments. In the event of insolvency or closure of operations, the Contractor shall immediately send us copies of the documents.

3.9 The Contractor shall carry out quality assurance which is appropriate in type and scope and state of the art at the time of delivery, even if this is not mandatory by law. He shall prepare records of his quality inspections and make these available to us upon request.

4. Delivery dates

4.1 Agreed delivery dates and deadlines are binding. The punctuality of deliveries is determined by the date of receipt at the receiving point specified by us in the order.

4.2 The Contractor shall be obliged to inform us immediately in writing if circumstances occur or become apparent which indicate that the agreed deadlines will not be met. In this case, the Contractor shall state the reason for and the expected duration of the delay in delivery. In the event of a delay in delivery, we are entitled to demand a contractual penalty of 0.2% of the net order value for each working day of culpable delay, but not more than 5% of the net order value.

We are entitled to claim a contractual penalty in addition to performance. We shall be obliged to declare the reservation of the contractual penalty to the Contractor within 10 working days at the latest, calculated from the date of acceptance of the delayed delivery/service.

Further claims and rights shall remain reserved. In particular, we shall be entitled to claim compensation from the Contractor for any damages in excess of the forfeited contractual penalty, if we provide evidence of such damages accordingly.

4.3 Unconditional acceptance of the delayed delivery or service does not constitute a waiver of the compensation claims to which we are entitled due to the delayed delivery or service. This shall apply until full payment of the remuneration owed by us for the service in question.

4.4 The Contractor may only invoke the absence of necessary documents to be supplied by us if he has sent a written reminder and has not received the documents within a reasonable period.

5. Non-disclosure

5.1 We reserve the title and copyright to all documents provided to the Contractor in connection with the order, e.g. estimations/calculations, samples, models, drawings and/or other aids etc. The Contractor shall be obliged not to disclose or make these documents available to third parties unless we give the Contractor our express and written consent. The documents and information shall be used exclusively for production or services rendered for us. The documents shall be returned to us promptly if the Contractor does not accept the order within the period specified in § 2. If the order is accepted, the documents shall be returned to us unsolicited when the order has been processed at the latest.

5.2 Property rights and rights of use of samples, models, drawings, documentation and similar information of a physical and non-physical nature which are created at our instigation by the Contractor shall be transferred to us.

5.3 The obligation to non-disclosure shall also apply after execution of this contract. This shall expire if and to the extent that the production / performance knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known.

6. Prices and conditions of payment

6.1 The price shown in the order is binding.

6.2 Unless otherwise stated in the order, the prices include packaging, loading and transport to the place of performance plus VAT at the respective statutory rate.

6.3 Invoices shall be sent in duplicate to the billing address specified in the order. For deliveries from a non-EU country, a declaration of origin must be stated on the respective invoice.

6.4 Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of receipt of the invoice with a 3% discount, within 30 days of receipt of the invoice with a 2% discount or within 60 days of receipt of the invoice net.

6.5 The payment period shall commence upon receipt of the Contractor's invoice, but not before complete delivery by the Contractor or acceptance of the goods owed by us. Partial payments or the invoicing of partial services rendered require our written consent.

6.6 Payments do not constitute recognition of the delivery or service as being in accordance with the contract.

6.7 We shall be entitled to set-off and retention rights to the extent permitted by law.

6.8 The Contractor shall not be entitled to assign claims against us to third parties without our written consent. A set-off with counterclaims is only permissible if these are undisputed or have been legally established. § 354 a of the HGB [German Commercial Code] remains unaffected.

7. Quality defects

7.1 The Contractor shall guarantee that the deliveries or services comply with the agreed specifications and are not afflicted with defects that cancel or diminish their value or suitability for normal or presupposed use according to the contract.

7.2 An incoming goods inspection is only performed with regard to obvious defects, transport damage, completeness and identity of the goods. We shall give notice of such defects without delay, at the latest however within fifteen (15) days. We reserve the right to perform a more extensive incoming goods inspection. Furthermore, we shall give notice of defects as soon as these are identified under circumstances pertaining to the proper course of business. In this respect, the Contractor shall waive the objection of a delayed notification of defects.

7.3 We shall be entitled to the statutory claims arising from defects in full. In any event, we shall be entitled to demand that the Contractor shall remedy the defect or deliver a new item at our discretion. The right to compensation, in particular the right to compensation instead of performance, is expressly reserved.

7.4 Claims for defects, irrespective of the legal grounds, shall fall under the statute of limitations 36 months after delivery. Longer contractual or statutory periods of limitation shall remain unaffected by this.

7.5 If the Contractor fulfils his obligation of subsequent performance by replacement delivery, the limitation period for the goods delivered as replacement shall start anew after their delivery, unless the Contractor has expressly and accordingly reserved the right to make the replacement delivery solely as a gesture of goodwill.

7.6 If we incur costs as a result of the defective delivery of the contractual object, in particular transport, travel, labour, material costs or costs for an incoming goods inspection exceeding the usual scope, the Contractor shall bear these costs.

8. Liability for damages, product liability

8.1 The Contractor shall be liable to us and to the companies associated with Waldemar Link GmbH & Co. KG in accordance with §§ 15 ff. AktienG [German Stock Corporation Act], hereinafter referred to as companies of the Link Group, for damages in accordance with the statutory provisions, insofar as he violates contractual or legal obligations and we or the other Link Companies suffer damage as a result.

8.2 If and to the extent that the Contractor is solely or jointly and severally responsible with us for damage to the injured party or parties for which indemnifiable compensation can be claimed under the Product Liability Act or the provisions on tortious acts or on the basis of domestic or foreign product liability rules or laws, the Contractor shall be obliged to indemnify us and the other companies of the Link Group from claims for damages by third parties in the external relationship to the extent that the cause of the damage was established in his area of organisation. To the extent of his responsibility, the Contractor shall be obliged to reimburse us for all expenses incurred by us, in particular those arising from or in connection with a recall executed by us or the defense against a third party claim. We shall inform the Contractor about the content and scope of the recall measures to be executed or the legal defense - as far as is possible and reasonable - and give him the opportunity to comment.

8.3 Furthermore, any existing legal or contractual claims against the Contractor shall remain unaffected.

9. Code of Conduct, Compliance, LkSG

9.1 The Contractor undertakes to comply with fundamental norms of ethical and business conduct.

9.2 These include making efforts to reduce environmental pollution and compliance with the principles of company ethics and business integrity. Child labor, forced labor, informal labor, discrimination, corruption and money laundering are therefore to be avoided.

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9.3 Link Code of Conduct: <https://www.link-ortho.com/de/verhaltenskodex>

9.4 The Contractor undertakes to comply with all statutory and other requirements associated with the LkSG [Supply Chain Due Diligence Act]. Our Special Terms and Conditions of Purchase (LkSG) apply to this area. The link to these Special Terms and Conditions of Purchase can be found here <https://www.link-ortho.com/service-navigation/lksg-compliance-clause>.

10. Third-party property rights

10.1 The delivery of goods or services and their use by us may not infringe any third-party property rights within the Federal Republic of Germany. Claims asserted by third parties shall be forwarded to the Contractor. We shall not recognize such claims on our own initiative.

10.2 In the event of a culpable infringement of third party property rights, the Contractor shall indemnify us against all claims arising from the use of such property rights due to the infringement of property rights resulting from the deliveries and services, insofar as the Contractor is responsible for same.

10.3 If exploitation of the delivery by us is impaired due to existing property rights of third parties, the Contractor shall, at his own expense, either obtain the corresponding approval or modify or exchange the affected parts of the delivery such that exploitation of the delivery no longer conflicts with the property rights of third parties and at the same time complies with the contractual provisions.

11. Prohibition of advertising

The Contractor shall not be entitled to use information about an intended or existing contractual cooperation with us for reference or marketing purposes without our written consent.

12. Provided materials and tools

12.1 Materials provided by us, regardless of their nature (e.g. means of production, operating equipment, raw materials), shall remain our property. They may only be used as intended. In the event of processing or mixing, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing and for the period of custody of the item by the Contractor.

12.2 The Contractor shall be obliged to carefully check, label and store the materials provided. Deviations (e.g. in quantity, quality etc.) shall be reported to us immediately. The Contractor shall be liable for loss or damage due to negligence or intent.

12.3 We reserve title to tools and devices. The Contractor shall be obliged to use the tools exclusively for the manufacture of the goods ordered by us, even if they have not been fully paid by us. The Contractor shall be obliged to insure the tools belonging to us at replacement value at his own expense against fire, water and theft.

13. Packaging

The Contractor shall be obliged to take back all packaging of the delivered products (transport packaging, outer packaging and sales packaging) free of charge in accordance with the statutory provisions or to collect same from a collection point established by us.

14. Force majeure

Force majeure, labor disputes, non-culpable operational disruptions, unrest, official measures and other unavoidable events shall release us from the obligation of timely acceptance for the duration of their existence. During such events and within two weeks after their end, we shall be entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our requirements are therefore considerably reduced due to the need to procure elsewhere.

15. Concluding provisions

15.1 Should individual provisions of these terms and conditions or of the contract be or become invalid in whole or in part, the remaining provisions shall remain unaffected.

15.2 The exclusive place of jurisdiction for all disputes arising from this contract is Hamburg. However, we shall also be entitled to initiate

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proceedings against the Contractor at the place of jurisdiction of his place of business.

15.3 The law of the Federal Republic of Germany shall apply, under exclusion of the UN Convention on Contracts for the International Sale of Goods.