

General Terms and Conditions

1. Subject of regulation and contract components

- 1.1 These General Terms and Conditions of ENDOMOBIL GmbH (hereinafter: "**Endomobil**") apply to all contracts encompassing sales, service and repair activities (hereinafter: "**Individual Contracts**") between Endomobil and its contractual partners (hereinafter: "**Customer**").
- 1.2 Endomobil's services and offers are aimed exclusively at entrepreneurs within the meaning of Section 14 of the German Civil Code (hereinafter: "**BGB**").

2. Subject matter of the contract

- 2.1 The subject matter of the contract shall be exclusively as specified in the Individual Contract. Endomobil reserves the right to fulfil services through vicarious agents.
- 2.2 Only Endomobil's General Terms and Conditions shall apply. These shall also apply to all future Individual Contracts between Endomobil and the Customer.
- 2.3 General Terms and Conditions of the Customer shall not apply, even if Endomobil does not separately object against them. Deviating or contradictory terms and conditions shall therefore only apply if Endomobil has recognised them in writing.

3. Repair services

- 3.1 The Customer is aware that Endomobil uses original new and used spare parts as well as rebuilt spare parts to perform repairs.
- 3.2 Information on repair times is based on estimates and is therefore not binding.
- 3.3 The Customer may only demand a binding repair deadline once the scope of the work has been precisely determined and subject to our own correct and timely delivery. If additional and extension orders are placed later or if additional repair work is necessary, the agreed repair period shall be extended accordingly. This shall also apply if such circumstances occur after Endomobil has fallen behind schedule.

4. Return of unrepaired devices

4.1 If the Customer does not place a repair order after receiving the cost estimate or after receiving information that a spare part is not in stock and the repair may be delayed as a result, the device will be returned to the Customer free of charge. The following applies:

- If the device is received by Endomobil in assembled condition, it will be returned as it was received by Endomobil, but without the bend rubber.
- If the device is received by Endomobil in a disassembled state, Endomobil shall assemble the equipment to the extent necessary for the preparation of a quotation, and return it to the Customer in an assembled state, whereby the functionality of the equipment shall not be established.

4.2 If the repair cannot be carried out, the device to be repaired need only be returned to its original condition at the express request of the Customer against reimbursement of the costs, unless the work carried out was not necessary.

4.3 Unrepaired devices will not be hygienically cleaned. Endomobil is not liable for the functionality of the unrepaired device and expressly advises against further use of the device.

4.4 Devices that cannot be repaired by Endomobil will be returned to the Customer within 48 hours on working days, starting from the time the Customer receives notification that the device cannot be repaired. This rule applies, for example, to video endoscopes if they require a replacement CCD chip and this is not available as a spare part at the time of repair, as well as other spare parts such as housings. Any costs incurred by other repair companies shall not be debited to Endomobil.

5. Remuneration; rights of set-off and retention

5.1 Unless otherwise agreed in writing, the amount of remuneration and all payment modalities are based on the respective Individual Contracts. The same applies to traveling costs and expenses.

5.2 All prices are net prices and are subject to the applicable statutory value added tax.

5.3 Endomobil reserves the right to assert rights of set-off and retention against the Customer in the event of payment arrears arising from the same contractual relationship to the extent permitted by law.

5.4 The Customer may only offset against legally bindingly established or undisputed counterclaims.

6. Time of performance; delay

6.1 Unless otherwise agreed in writing, payments by the Customer are due within 30 days of receipt of a verifiable invoice and must be made in favour of Endomobil to one of the accounts specified in the invoice.

6.2 Upon expiry of 10 days after receipt of the verifiable invoice, the Customer shall be in default without the need for a reminder from Endomobil (Section 286 para. 3 BGB). In this case, Endomobil shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate. Endomobil reserves the right to assert further claims for damages caused by default.

6.3 If the Customer fails to specify the debt to which it is paying, incoming payments are initially booked against existing ancillary claims (interest, etc.) and then against the oldest debt of the Customer.

6.4 If the Customer fails to fulfil his payment obligations despite a reminder setting a reasonable grace period, Endomobil shall be entitled, without prejudice to the rights under clause 6.2 to cease work on all services agreed in the Individual Contract and the associated agreements or in continuing obligations contracts to the extent not yet paid for and to withdraw from the respective contract and to demand from the Customer payment of all costs incurred up to that point.

7. Warranty and limitation period; limitation of withdrawal

7.1 In the event of deficiencies in the contractual services, Endomobil shall initially provide warranty through subsequent fulfilment. Endomobil has the right to choose the type of subsequent fulfilment. The deficiencies must be reported to Endomobil in text form (e.g. by email).

7.2 The limitation period for claims arising from defects in repair or new, installed spare parts is 12 months and begins with the acceptance of the respective services. Damage claims for defects, with the exception of claims due to intentional or grossly negligent acts and claims due to damage to life, limb and health, shall also expire after 12 months. The warranty for defects in installed, used spare parts is excluded, with the exception of claims for such damages due to wilful or grossly negligent breach of Endomobil's obligations and claims based on injury to life, body and health.

- 7.3 The right to withdraw from the contract due to the existence of a minor defect that only insignificantly restricts the usability of the functions of the device is excluded. The right to substitute performance according to Section 637 BGB is excluded if Endomobil is able and willing to remedy the defect.

8. Limitation of liability

- 8.1 Endomobil shall only be liable for damages if the damage is due to a wilful or grossly negligent breach of contract by Endomobil or if the damage is due to a slightly negligent breach of an essential contractual obligation. Essential contractual obligations include obligations that are indispensable for the proper fulfilment of the contract and on the fulfilment of which the Customer relies and may regularly rely. In the event of a slightly negligent breach of material contractual obligations, Endomobil shall only be liable for foreseeable damage typical for the contract at the time of conclusion of the contract. Foreseeable damages typical for the contract are damages that the contractual partner foresaw as a possible consequence of a breach of contract at the time the contract was concluded or that he should have foreseen if he had exercised due diligence, taking into account the circumstances of which he was aware or should have been aware.
- 8.2 The limitations of liability do not apply to injury to life, body or health caused by a negligent or wilful breach of duty by Endomobil or a wilful or negligent breach of duty by a legal representative or vicarious agent of Endomobil.
- 8.3 In cases of negligence, Endomobil's liability for data loss and recovery is limited to the typical recovery costs that would have been incurred in the event of regular, state-of-the-art data backup appropriate to the importance of the data content.
- 8.4 The limitations of liability also apply to breaches of duty by or in favour of persons for whose negligence Endomobil is liable in accordance with statutory provisions.

9. Duty to co-operate

- 9.1 The obligations to co-operate result from the respective Individual Contract and the following provisions:
- 9.2 Apart from the special regulations, the following general obligations to co-operate apply to the Customer. The Customer must create the necessary organisational prerequisites for the acts of cooperation; in particular, the Customer shall

- to the best of its ability, support Endomobil with the search for the causes of malfunctions and, if necessary, encourage its employees to co-operate with the employees deployed by Endomobil;
- actively participate in analysing faults when they occur and document faults in such a way (a diagnostic sheet will be provided to help document the fault) that it is possible to reproduce the fault. This obligation is based on the Customer's ability to identify and name technical faults in the device. A fault report should contain information about the type of technical fault, the module in which the technical fault occurred, the version number and all work that was being carried out on the device when the technical fault occurred. The fault report must be made in text form.

9.3 If it is apparent to Endomobil that the Customer does not fulfil an obligation to cooperate in accordance with the contract, Endomobil will inform the Customer accordingly and point out the consequences. Endomobil shall not be in default as long as the Customer fails to fulfil a contractual obligation to cooperate in accordance with the contract. In all other respects, the statutory provisions shall apply.

10. Force majeure

10.1 Neither party shall be liable to the other party in the event of a breach of its contractual obligations if a force majeure event delays, prevents or hinders the fulfilment of said obligations. Force majeure is an event beyond the control of either party which could not reasonably have been foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures (hereinafter: "**Force Majeure**"). The contracting parties agree that the following events in particular shall be deemed to be Force Majeure: Total or partial destruction by fire, floods, war, intervention by public authorities, energy supply difficulties, strike or lockout, pandemics or epidemics, acts of terrorism and/or threats of acts of terrorism on the premises of the contracting parties, as well as natural disasters recognised by the State.

10.2 The Parties expressly agree that any event caused directly or indirectly by an epidemic situation and the measures taken following such a situation (including reasonable measures taken by the Parties in this context), to the extent that it prevents either party from fulfilling its contractual obligations without unreasonable cost, shall constitute a Force Majeure event. The parties shall nevertheless use their best endeavours to meet the agreed contractual deadlines and each party shall promptly inform the other party of any difficulties in this regard.

- 10.3 The contracting party invoking the rights referred to in this clause must immediately provide the other contracting party in writing or by fax or e-mail with evidence of the situation or circumstances that prevent it from fulfilling its obligations under this contract. In addition, the contracting party invoking Force Majeure must indicate the period during which it will probably not be able to fulfil its contractual obligations due to the situation or circumstances. In the event of the occurrence of such a Force Majeure event, the obligation to fulfil this contract shall be suspended until the Force Majeure event has ended. However, if the Force Majeure event lasts longer than thirty (30) days, or if the obstacle to the fulfilment of the obligation is definitive, either party shall have the right to terminate the contract in writing, subject to ten (10) days' notice, without any compensation being owed by either party.

11. Acceptance

- 11.1 The Customer shall inspect Endomobil's contractual services immediately after delivery, in particular with regard to their basic functionality and operability.
- 11.2 Acceptance must be declared in writing or in text form (e.g. by e-mail) within 3 working days of receipt of the device, beginning on the day following the day on which the repaired device was received. If the Customer puts the repaired device into operation without asserting significant defects within the period specified in sentence 1, but at the latest after two weeks, it is assumed that tacit acceptance exists. Endomobil shall, however, inform the Customer of this separately.

12. Retention of title; extended lien

- 12.1 Endomobil retains ownership of merchandise, such as sold endoscopes, and essential accessories, spare parts and replacement units until the respective payments have been received in full. Further security agreements can be made.
- 12.2 Endomobil shall be entitled to a lien on the Customer's items that have come into its possession as a result of the contract. The right of lien may also be asserted for claims arising from work carried out earlier, deliveries of spare parts and other services, insofar as they are related to the item to be repaired. The right of lien shall only apply to other claims arising from the business relationship insofar as these are undisputed or legally binding.

- 12.3 Endomobil is entitled to assert its rights arising from the retention of title – in particular to take back the goods delivered under retention of title – without prior cancellation of the respective purchase contract.

13. Rental devices

- 13.1 The Customer can be provided with rental devices on the basis of a separate written agreement against payment of a fee. The rental devices provided shall be returned by the Customer immediately after the end of the agreed rental period at the Customer's expense. If the rental device is returned late by the Customer, the Customer shall pay an additional fee of EUR 25.00 (net, plus VAT) per day.
- 13.2 Upon receipt by Endomobil, the rental devices are checked for damage that is not due to normal wear and tear. Endomobil shall bear the repair costs for these rental devices that are attributable to normal wear and tear. The Customer shall bear any additional damage up to a net amount of EUR 250.00 per device. If these damages exceed the amount of EUR 250.00 net, the repair costs or damages shall only be borne by the Customer if no electronics insurance pursuant to clause 13.3 has been concluded.
- 13.3 If the Customer wishes to take out electronics insurance for the rental of the device, the Customer shall pay a flat rate of EUR 65.00 (net, plus VAT) to Endomobil. In the event of damage, the Customer shall pay a deductible of EUR 250.00 (net, plus VAT). In all other respects, the contractual conditions of the electronics insurance shall apply.

14. Contract amendment

There are no verbal collateral agreements. All amendments, supplements or concretisations as well as special guarantee commitments must be made in writing; this also applies to the amendment of this agreed written form requirement. If declarations of the aforementioned type are made by representatives or auxiliary persons of Endomobil, they shall only be binding on Endomobil if Endomobil has given its written consent. The written form may be replaced by the text form in accordance with the provisions of the respective Individual Contract.

15. Applicable law; place of jurisdiction

- 15.1 Endomobil is authorised to unilaterally amend these General Terms and Conditions if this is necessary to eliminate any subsequent equivalence problems or to adapt to

changed legal or technical framework conditions. Endomobil will inform the Customer of such an amendment by notifying the content of the amended provisions to the respective contact addresses (primarily the e-mail address). The amendment shall become part of the contract if the Customer does not object to its inclusion in the contractual relationship in writing to Endomobil within 4 weeks after receipt of the notification of amendment.

- 15.2 The interpretation as well as the rights and obligations of these General Terms and Conditions are subject to German law.
- 15.3 The exclusive local place of jurisdiction for all disputes in connection with the interpretation, conclusion and implementation of these General Terms and Conditions is the registered office of Endomobil.

ENDOMOBIL GmbH, Großenaspe, November 2023