

If you have any questions about the rental equipment conditions or overdraft invoices that have already been issued, please contact our customer service department on 04327 25 3000.

General Terms and Conditions for Medical Rental Equipment

1. Subject matter, contractual components, inclusion and defense clause

- 1.1 The following General Terms and Conditions for Medical Rental Equipment (hereinafter "**Rental Equipment Terms and Conditions**") apply to all contracts for the provision of medical equipment (hereinafter "**Rental Equipment**") by ENDOMOBIL GmbH (hereinafter "**ENDOMOBIL**") to its customers. The Rental Equipment Terms and Conditions shall only apply if the Customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law and, in the case of ongoing business relationships, shall also form an integral part for future Rental Equipment.
- 1.2 In addition to these Rental Equipment Terms and Conditions, ENDOMOBIL's General Terms and Conditions in the version valid at the time of conclusion of the contract at <https://www.endomobil.de/agb> shall also form an integral part of the contract. In the event of overlaps, „lex specialis derogat legi generali“ shall apply.
- 1.3 ENDOMOBIL's General Terms and Conditions shall apply exclusively. The Customer's general terms and conditions shall not apply, even if ENDOMOBIL does not separately object to their validity. These shall only apply if ENDOMOBIL has acknowledged them in writing.

2. Provision of Rental Equipment and flat-rate rental fee

- 2.1 Depending on the current availability, ENDOMOBIL may provide the Customer with a rental device for the duration of the repair of a defective Customer device (hereinafter "**Rental Period**") on the basis of a separate written agreement (costs for provision, see Section 2.2). In this case, ENDOMOBIL shall provide the Customer with the same product as a rental device as far as possible. If the same product is not available, ENDOMOBIL reserves the right to provide a compatible rental device below the standard of the Customer's device. The same applies in the event that a defect occurs in the rental device during the rental period.
- 2.2 ENDOMOBIL charges a flat rental fee that covers all expenses associated with the provision of the Rental Equipment, such as transportation and personnel costs. The flat rental fee per rental process is EUR 364.00 plus VAT for flexible endoscopes and EUR 832.00 plus VAT

for ultrasound endoscopes. The flat-rate rental fee is shown separately in the service offer and/or cost estimate as well as in the invoice.

- 2.3 If the Rental Equipment is made available as part of the fulfillment of warranty claims, ENDOMOBIL shall waive the flat-rate rental fee in accordance with Section 2.2. However, this shall not apply if ENDOMOBIL is not responsible for the defect in the Customer's device.
- 2.4 The costs for accessories supplied which are used, damaged or not returned to ENDOMOBIL will be invoiced separately after the Rental Equipment has been returned. This also applies to used units and missing transport cases.

3. Use and return of the Rental Equipment by the customer

- 3.1 The customer undertakes to use the Rental Equipment exclusively within the Federal Republic of Germany and in accordance with the manufacturer's specifications.
- 3.2 The use of the Rental Equipment for examinations of patients with suspected Creutzfeldt-Jakob disease (hereinafter "**CJD**") or Ebola is not permitted. The Customer shall, at ENDOMOBIL's discretion, either reprocess Rental Equipment used on patients suffering from CJD or Ebola or otherwise exposed to possible contamination with CJD or Ebola pathogens at its own expense and responsibility in accordance with the guidelines of the Robert Koch Institute (hereinafter "**RKI**") or compensate ENDOMOBIL instead. The Customer must provide ENDOMOBIL with evidence of effective reprocessing in accordance with the guidelines of the RKI when returning the Rental Equipment. In the event of justified doubts as to the effectiveness of the reconditioning, ENDOMOBIL shall be entitled to demand compensation for the reconditioning costs or compensation for the value, at its own discretion.
- 3.3 ENDOMOBIL informs the customer that the repair has been completed and then sends the repaired Rental Equipment back to the customer. The Rental Period of the Rental Equipment ends upon receipt of the repaired Rental Equipment by the customer. The Rental Equipment provided shall then be returned by the customer within three (3) working days and checked for damage by ENDOMOBIL upon receipt. The Customer shall be liable for all damage incurred during the Rental Period of the Rental Equipment; however, this shall not apply to changes or deterioration of the Rental Equipment caused by its intended use in accordance with the manufacturer's specifications (hereinafter "**Normal Wear and Tear**") or for which ENDOMOBIL is liable pursuant to Section 3.4. This applies in particular to the loss of or damage to the Rental Equipment, the loss of or damage to accessories and the damage described in Clause 3.2 in the event of contamination of the rental equipment with CJD or Ebola pathogens.
- 3.4 The customer shall bear the costs of damage that is not attributable to Normal Wear and Tear up to an amount of EUR 250.00 net per Rental Equipment. 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 3.5 has been taken out.

- 3.5 If the Customer wishes to take out electronics insurance for the rental of the device, the Customer shall pay ENDOMOBIL a lump sum of EUR 65.00 (net, plus VAT). In the event of damage, a deductible of EUR 250.00 (net, plus VAT) must be paid by the Customer. Otherwise, the contractual conditions of the electronics insurance apply.

4. Transportation of Rental Equipment

Delivery and collection of the Rental Equipment is carried out by a parcel service provider commissioned by ENDOMOBIL. These transportation costs are already covered by the flat-rate rental fee, cf. section 2.2.

It is the customer's responsibility to ensure that the Rental Equipment is packaged appropriately for transportation when it is returned to ENDOMOBIL. Upon receipt by ENDOMOBIL, transport damage caused by packaging that is not suitable for transportation will be recorded. ENDOMOBIL reserves the right to invoice such transport damage separately.

5. Overdraft fees for overdue payments

- 5.1 The Customer undertakes to independently arrange for the collection of the defective customer device or Rental Equipment within 24 hours of receipt of the Rental Equipment sent by ENDOMOBIL by calling 04327 25 3000. In any case, ENDOMOBIL must receive the respective device no later than five (5) working days after delivery of the Rental Equipment sent by ENDOMOBIL. Failure to meet this deadline will result in overdue fees in accordance with Section 5.3 This does not apply if the customer is not responsible for the delay.
- 5.2 The Customer undertakes to confirm or reject a cost estimate for the repair of the customer's device submitted to it after delivery of the Rental Equipment without delay, but at the latest within ten (10) working days of delivery of the cost estimate. If the Customer fails to fulfill these obligations within the time limit, ENDOMOBIL shall charge an overdue fee in accordance with Section 5.3. This does not apply if the Customer is not responsible for the delay.
- 5.3 The overdraft fee for the late return of the Rental Equipment in accordance with clause 5.1 or the late response to cost estimates in accordance with Clause 5.2 is EUR 80.00 plus VAT per working day for flexible endoscopes and EUR 218.00 plus VAT per working day for ultrasound endoscopes.

6. Hygiene/Medical Devices Operator Ordinance

- 6.1 If the Rental Equipment is an endoscope, the customer undertakes to document the reprocessing condition of the Rental Equipment and to complete the service information card enclosed with the Rental Equipment. If the Rental Equipment is not disinfected or the condition of the reprocessing is not documented, ENDOMOBIL shall charge the Customer a flat-rate rental fee in accordance with Section 2.2 EUR 50.00 plus VAT per Rental Equipment, unless reprocessing of the Rental Equipment is impossible due to a leak.
- 6.2 ENDOMOBIL points out that the customer is considered the operator within the meaning of the Medical Devices Operator Ordinance (MPBetreibV). The customer must therefore fully comply with the obligations under the MPBetreibV. The only exception to this are the safety checks in accordance with § 11 MPBetreibV, which ENDOMOBIL will carry out for the Customer.

7. Limitation of liability

- 7.1 ENDOMOBIL shall only be liable for damages arising in connection with the provision of the Rental Equipment in the event of intent and gross negligence and in the event of a slightly negligent breach of a material contractual obligation limited to the foreseeable damage typical of the contract. If ENDOMOBIL fraudulently conceals a defect in the Rental Equipment, ENDOMOBIL shall be obliged to compensate the Customer for the resulting damage.
- 7.2 The limitation of liability shall not apply in the event of injury to life, limb or health caused by a negligent or intentional breach of duty by ENDOMOBIL or an intentional or negligent breach of duty by a legal representative or vicarious agent of ENDOMOBIL.
- 7.3 The limitation of liability also applies to breaches of duty by or for the benefit of persons for whose negligence ENDOMOBIL is liable in accordance with statutory provisions.

8. Data protection

The Customer assumes responsibility for deleting all data from the Rental Equipment at the end of use and before returning the Rental Equipment to ENDOMOBIL. ENDOMOBIL accepts no liability in the event that personal or sensitive data is processed unlawfully if this is due to the customer failing to comply with the aforementioned obligation to delete data or doing so incorrectly. Furthermore, ENDOMOBIL reserves the right to delete all data stored on the Rental Equipment after it has been used and returned by the customer.

9. Contract amendment

There are no verbal collateral agreements. All amendments, additions or clarifications 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.

10. Applicable law, place of jurisdiction

- 10.1 ENDOMOBIL is entitled to amend these General Terms and Conditions unilaterally insofar as this is necessary to eliminate subsequent equivalence problems or to adapt to changes in the legal or technical framework. ENDOMOBIL shall inform the Customer of any such amendment by notifying the content of the amended provisions to the contact addresses provided in each case (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 text form within 4 weeks of receipt of the notification of amendment.
- 10.2 The interpretation as well as the rights and obligations of these General Terms and Conditions are subject to German law.
- 10.3 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, February 2024