

If you have any questions about the Loan Equipment Terms and Conditions, please contact the customer support department on 04327 25 3000.

General Terms and Conditions for Medical Loan Equipment

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

- 1.1 The following General Terms and Conditions for Medical Loan Equipment (hereinafter "**Loan Equipment Terms and Conditions**") apply to all contracts for the provision of medical equipment (hereinafter "**Loan Equipment**") by ENDOMOBIL GmbH (hereinafter "**ENDOMOBIL**") to its customers in connection with equipment repairs. The Loan 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 part of future Loan Equipment.
- 1.2 In addition to these Loan 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/en/terms-and-conditions> 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. However, 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 Loan Equipment and flat rate for ancillary costs

- 2.1 If a customer notifies ENDOMOBIL of the repair of an equipment, ENDOMOBIL shall, on request, provide the customer with a Loan Equipment for the duration of the repair of a defective customer equipment or until the cost estimate submitted to the customer for the repair is rejected (hereinafter "**Loan Period**"), depending on current availability on the basis of a separate written agreement. If the same product is not available, ENDOMOBIL shall endeavour to provide a compatible Loan Equipment. The same applies in the event that a defect occurs during the Loan Period.
- 2.2 The customer undertakes to arrange for the defective customer equipment to be sent to ENDOMOBIL within 24 hours of receiving the Loan Equipment sent by ENDOMOBIL.

- 2.3 ENDOMOBIL charges a flat rate of EUR 150.00 (net, plus VAT) per Loan Equipment, which covers the ancillary costs incurred by the customer for shipping, insurance, disinfection, maintenance, system checks, wear and tear, cleaning and logistics (hereinafter "**Flat Rate**"). For ultrasound endoscopes, the flat rate is EUR 400.00 (net, plus VAT). Otherwise, if the Loan Equipment is made available within the scope of the fulfilment of justified warranty claims, no flat-rate fees will be charged for the loan.
- 2.4 The costs for accessories supplied which are used, damaged or not returned to ENDOMOBIL will be invoiced separately after the return of the Loan Equipment. This also applies to opened consumable units and missing transport cases.

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

- 3.1 The customer undertakes to use the Loan Equipment exclusively within the Federal Republic of Germany and in accordance with the manufacturer's instructions.
- 3.2 The use of the Loan 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 Loan 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 Loan Equipment. In the event of justified doubts as to the effectiveness of the reprocessing, ENDOMOBIL shall be entitled to demand, at its own discretion, reimbursement of the reprocessing costs or compensation for the value.
- 3.3 ENDOMOBIL shall inform the customer of the completion of the repair and then send the repaired equipment back to the customer. The Loan Period ends with the receipt of the repaired equipment by the customer or with the rejection of the cost estimate submitted to the customer for the repair.
- 3.4 The Loan Equipment provided must then be returned by the customer to ENDOMOBIL within ten (10) calendar days. The period begins on the day of return despatch by ENDOMOBIL and ends with the return of the Loan Equipment to ENDOMOBIL.

4. Liability of the customer for damage to the Loan Equipment

- 4.1 After the return of the Loan Equipment, it will be checked for damage at and by ENDOMOBIL. The customer shall be liable for all damage incurred during the period of use of the Loan Equipment; however, this shall not apply to changes or deterioration of the Loan

Equipment caused by its intended use in accordance with the manufacturer's specifications (hereinafter "**Normal Wear and Tear**") or for which ENDOMOBIL is liable. This applies in particular to the loss of or damage to the Loan Equipment, the loss of or damage to accessories and the damage described in Section 3.2 cases of contamination of the Loan Equipment with CJD or Ebola pathogens.

- 4.2 The customer shall bear the cost of any damage not attributable to Normal Wear and Tear up to an amount of EUR 1,000.00 (net, plus VAT) per Loan Equipment. For ultrasound endoscopes up to an amount of EUR 10,000.00 (net, plus VAT).

5. Delivery and return shipment of Loan Equipment

- 5.1 Delivery of the Loan Equipment shall be carried out by a parcel service commissioned by ENDOMOBIL. These transport costs are already covered by the usage fee, see Section 2.3.
- 5.2 It is the customer's responsibility to ensure that the Loan Equipment is packaged appropriately for transport when it is returned to ENDOMOBIL. The customer bears the costs of the return shipment. Upon receipt by ENDOMOBIL, transport damage caused by packaging that is not suitable for transport will be recorded. ENDOMOBIL reserves the right to invoice such transport damage separately.

6. Overdraft fees for overdue payments

- 6.1 The customer undertakes to confirm or reject a cost estimate submitted to him for the repair of the customer's equipment within fifteen (15) calendar days of delivery. If the customer fails to fulfil this obligation in due time, ENDOMOBIL shall charge an overdraft fee of EUR 250.00 (net, plus VAT) per full week. This does not apply if the customer is not responsible for the delay. For ultrasound endoscopes, the fee is EUR 400.00 (net, plus VAT) per full week.
- 6.2 ENDOMOBIL shall charge overdraft fees in the amount of EUR 250.00 (net, plus VAT) per full week if the customer breaches its obligation under Section 3.4. This does not apply if the customer is not responsible for the delay. For ultrasound endoscopes, the fee is EUR 400.00 (net, plus VAT) per full week.
- 6.3 In the event that ENDOMOBIL dispatches a Loan Equipment, but the customer breaches its obligation under clause 2.2 and ENDOMOBIL does not receive an equipment to be repaired, ENDOMOBIL shall charge an overdraft fee per week corresponding to the amount of a standard rental fee from the expiry of the deadline and dispatch of the Loan Equipment.

7. Hygiene/Medical Equipment Operator Ordinance

- 7.1 If the Loan Equipment are endoscopes, the customer undertakes to document the reprocessing condition of the Loan Equipment and to complete the service information card enclosed with the Loan Equipment. ENDOMOBIL shall charge the customer EUR 50.00 (net, plus VAT) per Loan Equipment if the Loan Equipment is not disinfected or if the reprocessing condition is not documented, unless the reprocessing of the Loan Equipment is impossible due to a leak.
- 7.2 ENDOMOBIL would like to point out that the customer is considered the operator within the meaning of the Medical Equipment Operator Ordinance (MPBetreibV). The customer must therefore fulfil the obligations under the MPBetreibV in full. The only exception to this are the safety checks in accordance with § 11 MPBetreibV, which ENDOMOBIL will carry out for the customer.

8. Liability and limitation of liability of ENDOMOBIL

- 8.1 ENDOMOBIL and its vicarious agents shall only be liable for damages arising in connection with the provision of the Loan Equipment in accordance with Section 599 BGB of the German Civil Code for intent and gross negligence. If ENDOMOBIL fraudulently conceals a defect in the Loan Equipment, ENDOMOBIL shall be obliged to compensate the customer for the resulting damage.
- 8.2 The limitation of liability shall not apply in case of injury to life, body or health, which is based on 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.

9. Data protection

The customer assumes responsibility for deleting all data from the Loan Equipment at the end of its use and before returning it 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 fulfil the aforementioned obligation to delete data or doing so incorrectly. Furthermore, ENDOMOBIL reserves the right to delete all data stored on the Loan Equipment after it has been used and returned by the customer.

10. Contract amendment

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

11. ENDOMOBIL's right of amendment, applicable law, place of jurisdiction

- 11.1 ENDOMOBIL is authorised to amend these Loan Equipment Terms and Conditions unilaterally if this is necessary to eliminate any subsequent equivalence problems or to adapt to changes in the legal or technical framework. ENDOMOBIL shall inform the customer of any such amendment, notifying the content of the amended provisions to the contact addresses provided (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.
- 11.2 The interpretation as well as the rights and obligations of these Loan Equipment Terms and Conditions are subject to German law.
- 11.3 The exclusive local place of jurisdiction for all disputes in connection with the interpretation, conclusion and implementation of these Loan Equipment Terms and Conditions is the registered office of ENDOMOBIL.

ENDOMOBIL GmbH, Großenaspe, June 2025