

#### General Terms and Conditions of Sale of RUDOLF Medical GmbH + Co KG

### 1. Scope of Application

- 1. These General Terms and Conditions of Sale apply only to companies in the exercise of their commercial or independent professional activity and to legal entities under public law. They apply to all business transactions between RUDOLF Medical GmbH + Co KG (hereinafter referred to as "RUDOLF Medical") and the purchaser, even if they are not mentioned in later contracts. They shall apply accordingly for work and services. Acceptance of the delivered products shall be replaced by acceptance in the case of work services and by receipt of the service in the case of services.
- 2. Any terms and conditions of the purchaser that are contrary to, additional to or deviate from these General Terms and Conditions of Sale shall not become part of the contract unless RUDOLF Medical has agreed to their validity. These General Terms and Conditions of Sale shall also apply if RUDOLF Medical makes a delivery to the purchaser without reservation while being aware of the purchaser's conflicting, additional or deviating conditions.
- 3. Rights to which RUDOLF Medical is entitled according to legal regulations or other agreements beyond these General Terms of Sale shall remain unaffected.

#### 2. Conclusion of Contract

- Offers from RUDOLF Medical are subject to change and non-binding, unless RUDOLF Medical states otherwise.
- 2. Illustrations, drawings, weight, dimensional, performance and consumption data, utility values, tolerances, technical data and other descriptions of the products from the documents belonging to the offer are only approximate unless they are expressly designated as binding. They do not constitute an agreement or guarantee of a corresponding quality or durability of the products, unless they have been expressly agreed as such. Neither do expectations of the purchaser regarding the products or their use constitute an agreement or guarantee.
- 3. RUDOLF Medical reserves all property rights, copyrights and other protective rights to all quotation documents. Such documents may not be made available to third parties. Upon request of RUDOLF Medical, the purchaser shall return all offer documents to RUDOLF Medical immediately if they are no longer required in the ordinary course of business. The same applies as well, especially to all other documents, catalogues, drawings, plans, illustrations, calculations, price lists, drafts, samples, specimens and models.



- RUDOLF Medical shall be free to decide whether to accept orders or not. Especially orders with a delivery price of less than € 500.00 net will not be accepted by RUDOLF Medical.
- 5. An order shall only become binding if it has been confirmed by RUDOLF Medical by means of an order confirmation within two weeks of the order date or if RUDOLF Medical executes the order within two weeks of the order date, in particular if RUDOLF Medical fulfils the order by sending the products. If the order confirmation contains obvious mistakes, typing or calculation errors, it is not binding for RUDOLF Medical.
- 6. RUDOLF Medical's silence regarding offers, orders, requests or other statements of the purchaser shall only be deemed as consent if this has been agreed in advance.
- 7. If the financial circumstances of the purchaser deteriorate considerably or if the justified application for the opening of insolvency or comparable proceedings against the purchaser's assets is rejected due to lack of assets, RUDOLF Medical shall be entitled to withdraw from the contract in whole or in part.

# 3. Subject of Performance, Scope of Delivery, Changes to the Products

- 1. The provision of consultancy services (advice, recommendations on the choice of product, etc.) is not part of the services owed by RUDOLF Medical, unless the provision of consultancy services has been expressly agreed upon. Advice or recommendations etc. given by RUDOLF Medical without express agreement on the provision of consultancy services are non-binding. The examination of whether the product is suitable for the purpose intended by the purchaser, including the decision on this, is the sole responsibility of the purchaser.
- 2. The order confirmation of RUDOLF Medical shall be decisive for the scope of delivery. Changes to the scope of delivery by the purchaser require confirmation by RUDOLF Medical to be effective. Customary modifications of the products or modifications which are made on the basis of legal regulations or which represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability of the products for the contractually intended purpose or provided that the modifications are not substantial and are reasonable for the purchaser.
- 3. Delivery in parts is permissible, unless delivery in parts is not reasonable for the purchaser, considering the interests of RUDOLF Medical.

#### 4. Delivery Time

1. The delivery period shall begin with the conclusion of the contract, but not before the complete provision of the documents, permits and releases to be procured by the



purchaser, the clarification of all technical questions and the receipt of an agreed advance payment or, in the case of foreign business, after receipt of the complete payment. In the case of a delivery date, the delivery date shall be postponed appropriately if the purchaser does not provide the documents, permits to be procured by him on time, if he does not issue releases on time, if not all technical questions are completely clarified on time or if the agreed advance payment or, in the case of foreign business, the entire payment is not received in full by RUDOLF Medical. The observance of the delivery time is subject to the timely and proper fulfilment of the purchaser's other obligations.

- 2. The delivery time shall be deemed to have been met if the products have left the factory by the end of the delivery period or RUDOLF Medical has communicated that the products are ready for collection or dispatch. Observance of the delivery time is subject to proper, in particular punctual self-supply by RUDOLF Medical, unless RUDOLF Medical is responsible for the reason for the incorrect self-supply. RUDOLF Medical shall be entitled to withdraw from the contract in the event of incorrect self-supply. RUDOLF Medical shall inform the purchaser immediately if RUDOLF Medical exercises its right to withdraw from the contract and shall refund any advance payments made by the purchaser.
- 3. In case of delay in delivery the purchaser shall be entitled to withdraw from the contract after the fruitless expiry of a reasonable period of grace he granted to RUDOLF Medical after the delay in delivery has occurred.
- 4. If RUDOLF Medical has concluded a contract with the purchaser for one or more future deliveries, for which the delivery date was not yet fixed at the time of conclusion of the contract, and if the purchaser does not call off the products on time or within a reasonable period of time, RUDOLF Medical shall be entitled, after fruitless expiry of a reasonable period of grace set by RUDOLF Medical, (i.) to deliver and invoice the products or (ii.) to otherwise dispose of the products and supply the purchaser within a reasonably extended period of time or (iii.) to withdraw from the contract and/or (iv.) to claim damages instead of performance and/or (v.) to claim reimbursement of expenses. The obligation to pay damages or reimbursement of expenses shall not apply if the purchaser is not responsible for the improper call-off of the products.

# 5. Cross-Border Deliveries

- In the case of cross-border deliveries, the purchaser shall make all declarations and take all actions necessary for export from Germany and import into the country of destination in good time, in particular procure the documents required for customs clearance and comply with the requirements of any export controls or other restrictions on marketability.
- 2. The deliveries are subject to the proviso that there are no impediments to fulfilment due to national or international regulations, in particular export control regulations and embargos or other sanctions.
- 3. Delays due to export controls shall extend delivery times accordingly; delivery dates shall be postponed accordingly.



# 6. Prices and Payment

- In the absence of a special agreement, the prices are ex works and do not include shipping, packaging costs, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs of packaging and transport of the products, will be invoiced separately. The statutory value-added tax will be shown separately in the invoice at the statutory rate applicable on the date of invoicing.
- 2. In the absence of a special agreement, the delivery price is payable net within 14 days of receipt of the invoice. The date of payment shall be the day on which RUDOLF Medical can dispose of the delivery price. In the event of late payment, the purchaser shall pay interest on arrears at a rate of 9 percentage points above the respective base interest rate p.a. In addition, RUDOLF Medical shall be entitled to charge a reminder fee of € 10.00 per reminder in the event of late payment. The purchaser shall be entitled to prove that RUDOLF Medical has not incurred any damage or that the damage is considerably lower than the reminder fee. Further claims of RUDOLF Medical remain unaffected.
- 3. In the case of foreign business transactions, payment shall be made prior to delivery, contrary to paragraph 2, unless otherwise agreed beforehand.
- 4. Costs for any bank charges or payment security (e.g. letter of credit) shall be borne by the purchaser.

#### 7. Transfer of Risk

- The risk of accidental loss and accidental deterioration shall pass to the purchaser as soon as the products are handed over to the person carrying out the transport or leave the RUDOLF Medical works for the purpose of shipment. In the case of collection by the purchaser, the risk shall pass to the purchaser upon notification of readiness for collection. Sentences 1 and 2 shall also apply, if the delivery is made in parts or if RUDOLF Medical has assumed further services, such as transport costs or the assembly of the products at the purchaser's premises.
- 2. If the purchaser is in default of acceptance, RUDOLF Medical can demand compensation for the damage incurred, unless the purchaser is not responsible for non-acceptance of the products, as well as compensation for any additional expenditure. In particular RUDOLF Medical shall be entitled to store the products during the delay in acceptance at the expense of the purchaser. The costs for the storage of the products shall be a lump-sum of 0.5 % of the net invoice value per calendar week or part thereof. Further claims of RUDOLF Medical remain unaffected. The purchaser shall be entitled to prove that RUDOLF Medical has not incurred any costs or that the costs incurred are significantly lower. The same shall apply if the purchaser violates other obligations to cooperate, unless the purchaser is not responsible for the violation of other obligations to cooperate. The risk of accidental loss or accidental deterioration of the products shall



pass to the purchaser at the latest at the point in time at which he is in default of acceptance. RUDOLF Medical shall be entitled, after the fruitless expiry of a reasonable period of grace set by RUDOLF Medical, to dispose otherwise of the products and to supply the purchaser within a reasonably extended period of time.

- 3. If the dispatch is delayed due to circumstances beyond RUDOLF Medical's control, the risk shall pass to the purchaser on notification of readiness for dispatch.
- 4. Delivered products shall be accepted by the purchaser, without prejudice to his claims for defects, even if they have minor defects.

#### 8. Claims for Defects

- The purchaser's rights in respect of defects require that he inspects the delivered products on delivery, if reasonable also by trial use, and that he has notified RUDOLF Medical in writing of obvious defects immediately on delivery of the products. Hidden defects must be reported to RUDOLF Medical in writing immediately after their discovery. The purchaser shall describe the defects in writing when notifying RUDOLF Medical. The purchaser must also comply with the specifications, instructions, guidelines and conditions in the technical notes, assembly, operating and service instructions and other documents of the individual products during assembly, installation, commissioning, operation and maintenance of the products, in particular he must carry out and prove maintenance properly and use recommended components. Warranty claims for defects resulting from a breach of this obligation are excluded.
- 2. In case of product defects RUDOLF Medical is entitled at its own discretion to supplementary performance by remedying the defect or supplying a defect-free product. In the case of supplementary performance RUDOLF Medical is obliged to bear all expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs. Replaced parts become the property of RUDOLF Medical and must be returned to RUDOLF Medical.
- 3. If RUDOLF Medical is not willing or able to provide supplementary performance, the purchaser may, at his discretion and without prejudice to any claims for damages or reimbursement of expenses, withdraw from the contract or reduce the delivery price. The same shall apply if the supplementary performance fails, is unreasonable for the purchaser or is delayed beyond reasonable time limits for reasons for which RUDOLF Medical is responsible.
- 4. The right of the purchaser to withdraw from the contract is excluded if he is unable to return the goods received and this is not due to the fact that the nature of the goods received makes return impossible, RUDOLF Medical is responsible for the defect, or the defect only became apparent during processing or alteration of the products. The right to withdraw from the contract is further excluded if RUDOLF Medical is not responsible for the defect and if the purchaser has to pay compensation for the value of the goods instead of returning them.



- 5. No claims for defects shall arise for defects due to natural wear and tear, in particular for wear parts, improper handling, assembly, use or storage or improper use or improperly carried out modifications or repairs of the products by the purchaser or third parties. The same applies to defects attributable to the purchaser or which are attributable to a cause other than the original defect.
- 6. Claims of the purchaser for reimbursement of expenses instead of compensation instead of performance are excluded, unless the expenses would also have been incurred by a reasonable third party.
- 7. RUDOLF Medical does not give any guarantees, in particular no quality or durability guarantees, unless otherwise agreed in individual cases.
- 8. The limitation period for the purchaser's claims for defects is one year, unless a consumer goods purchase takes place at the end of the supply chain (end customer is a consumer). The limitation period of one year also applies to claims in tort based on a defect in the products. The limitation period begins with the delivery of the products. The limitation period of one year shall not apply to the unlimited liability of RUDOLF Medical for damages resulting from the breach of a guarantee or from injury to life, body or health, for intent and gross negligence and for product defects or insofar as RUDOLF Medical has assumed a procurement risk. A statement by RUDOLF Medical regarding a claim for defects asserted by the purchaser shall not be regarded as an entry into negotiations regarding the claim or the circumstances substantiating the claim, provided that the claim for defects is rejected in full by RUDOLF Medical.

# 9. Liability of RUDOLF Medical

- 1. RUDOLF Medical shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence or in so far as RUDOLF Medical has assumed a procurement risk. RUDOLF Medical shall only be liable for slight negligence, if essential obligations are violated which result from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of breach of such obligations, delay and impossibility, the liability of RUDOLF Medical shall be limited to such damages that can typically be expected to occur within the scope of this contract. Any mandatory legal liability for product defects remains unaffected.
- As far as the liability of RUDOLF Medical is excluded or limited, this also applies to the
  personal liability of RUDOLF Medical's employees, workers, staff, representatives and
  vicarious agents.

# 10. Product Liability

1. The purchaser will not modify the products, in particular he will not modify or remove existing warnings about dangers in case of improper use of the products. If this obligation



is violated, the purchaser shall indemnify RUDOLF Medical internally against product liability claims by third parties, unless the purchaser is not responsible for the modification of the products.

- 2. If RUDOLF Medical is forced to recall or warn about a product due to a product defect, the purchaser shall cooperate to the best of his ability in measures which RUDOLF Medical considers necessary and appropriate and shall support RUDOLF Medical in this, in particular in determining the necessary customer data. The purchaser is obliged to bear the costs of the product recall or warning, unless he is not responsible for the product defect according to product liability law principles. Further claims of RUDOLF Medical remain unaffected.
- 3. The purchaser shall inform RUDOLF Medical immediately in writing of any risks that become known to him when using the products and of possible product defects.

# 11. Force Majeure

- 1. If RUDOLF Medical is prevented by force majeure from fulfilling its contractual obligations, in particular from delivering the products, RUDOLF Medical shall be released from its obligation to perform for the duration of the obstacle and a reasonable start-up period, without being obliged to pay damages to the purchaser. The same shall apply if RUDOLF Medical's fulfilment of its obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which RUDOLF Medical is not responsible, in particular by industrial disputes, official measures, energy shortages, delivery hindrances at a supplier's premises or significant operational disruptions. This shall also apply if these circumstances occur at a sub-supplier. If RUDOLF Medical is released from the obligation to deliver, RUDOLF Medical shall refund any advance payments made by the purchaser.
- 2. RUDOLF Medical shall be entitled to withdraw from the contract after expiry of a reasonable period of time if such an obstacle lasts for more than four months and RUDOLF Medical is no longer interested in fulfilling the contract as a result of the obstacle. At the request of the purchaser, RUDOLF Medical shall declare after expiry of the period whether RUDOLF Medical will exercise its right of withdrawal or will deliver the Products within a reasonable period.

# 12. **Medical Devices, Traceability**

1. The purchaser shall ensure that he complies with all legal requirements, in particular with the requirements of the Medical Devices Act, that may apply to him within his area of responsibility. In particular, he shall ensure that only such persons handle the products, who have the appropriate professional qualifications for that. He shall ensure that the products are not combined with third-party products unless such combinations have been expressly approved by RUDOLF Medical. The purchaser's attention is drawn to the



fact that some obligations arising from the Medical Devices Act according to §§ 40 ff. Medical Devices Act are subject to penalties or fines.

- 2. The purchaser is obliged to keep suitable records which meet any legal requirements, in particular for traceability of the products supplied by RUDOLF Medical, and subject to any longer legal retention periods to retain these for a period of at least ten (10) years for medical products of classes 1 to 2b, and for a period of at least fifteen (15) years for products of class 3 and higher from the date of first use or, in the case of resale, from the date of invoicing to the (end)customer and to take further suitable measures if necessary, to ensure product traceability. He shall ensure that the product labelling is maintained in such a way that, in the event of a defect being detected, the identification of the defective parts/ products/ batches is ensured.
- 3. The purchaser is obliged to inform RUDOLF Medical immediately in writing of all his own findings and of all notifications from (end)customers regarding side effects, mutual influences, malfunctions, technical defects, counter-indications, falsifications or other risks of RUDOLF Medical's products and to support RUDOLF Medical appropriately in case of complaints, incidents, exercise of reporting obligations towards the competent authorities, and corrective measures, especially recalls. This includes in particular the immediate enabling of the inspection of the records kept in accordance with Section 12 of these General Terms and Conditions of Sale.
- 4. If the purchaser resells the products within the scope of his business operations, he shall ensure by means of suitable contractual agreements with his (end)customers that they too comply with all legal requirements applicable to their area of responsibility, in particular the requirements of the Medical Devices Act, and that traceability of the products is ensured. Furthermore, the purchaser shall also ensure that the (end)customers receive a proper and professional instruction regarding the product.

# 13. Property Rights of Third Parties

Insofar as RUDOLF Medical manufactures the products according to the purchaser's drawings, models and specifications, the purchaser guarantees that the manufacture, delivery and use of the products does not infringe any domestic or foreign patents, utility models, licences or other property rights and copyrights of third parties. If RUDOLF Medical is held liable by a third party for the infringement of such rights due to the manufacture, delivery and use of the products, the purchaser is obliged to indemnify RUDOLF Medical against such claims. The obligation to indemnify shall not apply, if the purchaser is not responsible for the infringement of third party copyrights.

#### 14. Reservation of Title

 The delivered products remain the property of RUDOLF Medical until the delivery price and all claims against the purchaser, to which RUDOLF Medical is entitled from the business relationship, have been paid in full. The purchaser is obliged to treat the products, subject



to retention of title, with care for the duration of the retention of title. In particular, he is obliged to insure the products sufficiently at replacement value, at his own expense, against fire, water and theft damages. The purchaser shall provide proof of the conclusion of the insurance policy on request of RUDOLF Medical. The purchaser hereby assigns to RUDOLF Medical all claims for compensation under this insurance. RUDOLF Medical hereby accepts the assignment. If the assignment is not permitted, the purchaser hereby instructs the insurer to make any payments only to RUDOLF Medical. Further claims of RUDOLF Medical shall remain unaffected.

- 2. The purchaser is only permitted to sell the products subject to retention of title in the ordinary course of business. Otherwise the purchaser shall not be entitled to pledge the products subject to retention of title, to assign them by way of security or to make any other dispositions that endanger the property of RUDOLF Medical. In the event of seizure or other interventions by third parties, the purchaser must inform RUDOLF Medical immediately in writing and provide all necessary information, inform the third party of RUDOLF Medical's ownership rights and cooperate in the measures taken by RUDOLF Medical to protect the products subject to retention of title. If the third party is not in a position to reimburse RUDOLF Medical for the judicial and extrajudicial costs of enforcing RUDOLF Medical's property rights, the purchaser shall be obliged to compensate RUDOLF Medical for the resulting loss, unless the purchaser is not responsible for the breach of duty.
- 3. The purchaser hereby assigns to RUDOLF Medical all claims arising from the resale of the products with all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. RUDOLF Medical accepts this assignment already now. If an assignment is not permitted, the purchaser hereby instructs the thirdparty debtor to make any payments only to RUDOLF Medical. The purchaser is revocably authorised to collect the claims assigned to RUDOLF Medical in trust for RUDOLF Medical in his own name. The collected amounts shall be transferred to RUDOLF Medical without delay. RUDOLF Medical may revoke the purchaser's authorisation to collect as well as the purchaser's entitlement to resale for good cause, in particular if the purchaser does not properly fulfil his payment obligations to RUDOLF Medical, defaults in payment, ceases payments or if the opening of insolvency proceedings or comparable proceedings for the settlement of debts on the purchaser's assets is applied for by the purchaser or the justified application of a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts on the purchaser's assets is rejected due to lack of assets. In the event of a global assignment by the purchaser, the claims assigned to RUDOLF Medical shall be expressly excluded.
- 4. At the request of RUDOLF Medical, the purchaser is obliged to inform the garnishee immediately of the assignment and to provide RUDOLF Medical with the information and documents required for collection.
- 5. In the event of conduct in breach of contract, in particular in the event of default of payment by the purchaser, RUDOLF Medical shall be entitled, without prejudice to its other rights, to withdraw from the contract after expiry of a reasonable period of grace set by RUDOLF Medical. The purchaser shall grant RUDOLF Medical or its representatives immediate



- access to the products subject to retention of title and return them. After due notice RUDOLF Medical may use the products under retention of title in other ways to satisfy its due claims against the purchaser.
- 6. RUDOLF Medical shall be obliged to release the securities to which it is entitled at the request of the purchaser if the realisable value of the securities, taking into account customary bank valuation discounts, exceeds RUDOLF Medical's claims from the business relationship with the purchaser by more than 10%. The valuation shall be based on the invoice value of the products subject to retention of title and on the nominal value in the case of claims. RUDOLF Medical shall be responsible for selecting the items to be released.
- 7. In the case of deliveries to other legal systems in which this retention of title does not have the same security effect as in the Federal Republic of Germany, the purchaser hereby grants RUDOLF Medical a corresponding security right. If further measures are necessary, the purchaser shall do everything possible to grant RUDOLF Medical such a security right immediately. The purchaser shall cooperate in all measures that are necessary and beneficial for the effectiveness and enforceability of such security interests.

#### 15. Return of Products

- Products may only be returned to RUDOLF Medical, if RUDOLF Medical has expressly agreed to the return in advance. Further details regarding the return are regulated in the Return Policy, which can be viewed on the RUDOLF Medical website or which can be sent to you on request.
- 2. The return of the products is effected by sending them back to the return address indicated by RUDOLF Medical. The return is at the expense and risk of the purchaser.
- 3. RUDOLF Medical shall invoice the purchaser 10% of the net delivery price (excluding any shipping and handling costs) for the inspection and readmission of the returned products into its warehouse, but at least € 75.00 per product plus any statutory turnover tax that may be applicable. The amount will be deducted from the credit note to be issued. Any shipping and handling costs etc. of the original invoice beyond the delivery price will not be credited.
- 4. The above provisions shall not apply if the product is defective or the customer is otherwise legally entitled to return the products.

# 16. Confidentiality

The parties are obliged to keep secret all pieces of information which become accessible
to them, which are designated as confidential or which, according to other
circumstances, are recognisable as business or company secrets, for a period of five



- years from delivery and not to record, pass on or exploit them, unless this is necessary for the business relationship.
- 2. The obligation of secrecy shall not apply if the information of the receiving party is demonstrably already known prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally known or accessible without fault of the receiving party. The receiving party shall bear the burden of proof.
- The Parties shall ensure by appropriate contractual agreements with the employees and agents working for them, in particular their freelancers and the contractors and service providers working for them, that they also refrain from any exploitation, disclosure or unauthorised recording of such business and trade secrets for a period of five years from delivery.

# 17. Data Protection

- 1. The parties are obliged to observe the legal provisions on data protection, in particular the EU Data Protection Regulation ("DSGVO") in the execution of the contract and to impose compliance with these provisions on their employees.
- 2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the contract and shall protect them by means of security measures (Art. 32 DSGVO) which are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any statutory storage obligations remain unaffected by this.
- Should the purchaser process personal data on behalf of RUDOLF Medical within the framework of the execution of the contract, the parties shall conclude an agreement on order processing in accordance with Art. 28 DSGVO.

### 18. Code of Conduct

The parties are obliged to comply with the currently valid Code of Conduct of RUDOLF Medical at all times and without restrictions. The current version of the Code of Conduct is available on <a href="https://www.rudolf-med.com">www.rudolf-med.com</a>.

#### 19. Final Provisions

1. The transfer of rights and obligations of the purchaser to third parties is only possible with the prior consent of RUDOLF Medical.



- 2. Counterclaims of the purchaser shall only entitle him to offsetting, if they are legally established or undisputed. The purchaser can only assert a right of retention, if his counterclaim is based on the same contractual relationship.
- 3. The legal relationship between the purchaser and RUDOLF Medical shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 4. If the purchaser is a merchant as defined in the German Commercial Code, a legal entity under public law or a public special fund, the exclusive place of jurisdiction for all disputes arising from the business relationship between RUDOLF Medical and the purchaser shall be the registered office of RUDOLF Medical. RUDOLF Medical shall also be entitled to take legal action at the domicile of the purchaser as well as at any other permissible place of jurisdiction. Arbitration clauses are contradicted.
- 5. Place of performance for all services of the purchaser and RUDOLF Medical shall be the registered office of RUDOLF Medical, unless otherwise agreed.
- 6. The contractual languages shall be German and English. In the event of a different interpretation of the German and English texts, the German wording shall have precedence.

RUDOLF Medical GmbH + Co. KG, Zollerstr. 1, 78567 Fridingen, Germany

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