

## **TERMS AND CONDITIONS OF PURCHASE**

### **1. Applicability of these Terms and Conditions of Purchase**

- 1.1 Unless otherwise agreed, these Terms and Conditions of Purchase apply to all affiliated companies of Getinge AB within the meaning of Sec. 15 ff. of the German Stock Corporation Act having their registered seat in Germany, Austria, Switzerland or Turkey (we / us) and thus, in particular, to those listed in Annex 1 to the Terms and Conditions of Purchase.
- 1.2 All of our current and future orders will be placed pursuant to our Terms and Conditions of Purchase in their current form as at the time of each order, and irrespective of whether we are dealing with businesses (Sec. 14 of the German Civil Code), legal entities under public law, or special funds under public law (each, a "Supplier"). The general terms and conditions of supply of the Suppliers or other agreements that deviate from these Terms and Conditions of Purchase shall only be applicable if explicitly agreed to and confirmed by us in writing.
- 1.3 Any attempt by the Supplier to incorporate its own terms and conditions by reference and any counter-confirmations by the Supplier contrary to the foregoing are hereby expressly excluded.

### **2. Offers, Orders and Order Confirmations / Acceptances**

- 2.1 Offers shall be made by the Supplier free of charge.
- 2.2 Only orders placed in writing shall be valid (e.g. by e-mail, fax, etc.).
- 2.3 The Supplier shall promptly reject or accept each order upon receipt thereof, but in any event by no later than two weeks of such receipt. If we have not received a confirmation within two weeks following the date of the order, we shall be entitled to revoke the order, unless delivery has already been made within these two weeks. The Supplier shall point out any mistakes and ambiguities in an order. Any deviation by the order from the order acceptance shall require our written confirmation (e.g. by e-mail, fax, etc.).
- 2.4 Unless otherwise agreed, our orders shall be fulfilled by the Supplier itself. Subcontractors shall only be engaged subject to our written consent.

### **3. Prices**

- 3.1 Unless otherwise agreed, the prices set forth in our order, as confirmed by the Supplier, shall be binding.
- 3.2 If no contrary agreement is made, all prices shall be freight prepaid including packaging (DDP Place of delivery as per order, Incoterms 2020).
- 3.3 The agreed prices shall exclude value added tax (VAT).

**4. Invoices**

- 4.1 The invoice shall be sent to our e-mail address indicated in the purchase order (see also Annex 1) and shall not be enclosed with the shipment. Unless otherwise directed by us, the invoice shall contain the following information: The order number indicated in our order, the item number and the Supplier's VAT number. Two copies of the invoice shall be provided to and received by us promptly after delivery, but in any event by no later than five days thereafter.
- 4.2 Invoices shall not be deemed to be due and payable until the requirements set out in clause 4.1 are met.

**5. Payment Terms**

- 5.1 Invoices will be paid net **within 60 calendar days** following receipt of the proper invoice and delivery without any deductions whatsoever, unless otherwise agreed.
- 5.2 The payment term shall commence upon receipt of the invoice pursuant to Section 4 (Invoices) and the export control documentation listed in Section 17, but in any event no earlier than receipt of the ordered items. If required indications on the invoice are missing from and/or any export control document has not been provided, the payment term shall be extended until the information and documentation have been provided in full.
- 5.3 If we decide to accept an early delivery, the due date for payment shall nevertheless be the agreed delivery date.
- 5.4 The Supplier shall only be entitled to assign claims against us to third parties or have them collected by third parties only with our consent.
- 5.5 Unless otherwise agreed by the parties, all forms of extended or prolonged retention of title by Supplier are excluded, so that any retention of title that may validly be declared by the Supplier shall apply only to the items delivered to us and only until said items have been paid for. Third party rights to items of the Supplier that are intended for us shall be disclosed to us without any prior request.

**6. Delivery Dates and Deadlines**

- 6.1 The delivery dates and deadlines indicated in the order or delivery schedule shall be binding. Compliance with the delivery date or delivery deadline is determined by when the items are received at the drop-off point.
- 6.2 The Supplier shall not be entitled to effect partial deliveries without our prior written consent.
- 6.3 The Supplier shall only be entitled to offset counterclaims or withhold deliveries or payments if such counterclaims are uncontested or have been determined by a final and binding court order, or if they are in mutual relationship (*Gegenseitigkeitsverhältnis*) vis-à-vis our claims against the Supplier.

**7. Shipment / Place of Performance / Risk of Loss**

- 7.1 Delivery shall be made to the delivery address specified on the order. Two copies of the delivery note shall be enclosed with the items.
- 7.2 To the extent that the Parties explicitly agreed on delivery terms deviating from DDP (Sec. 3.2), we do not transport the delivery items and / or determine the transport company ourselves, the place of performance shall be the shipment address specified on the order. Unless otherwise agreed, the transport insurance will be taken out by the Supplier. Shipment (even to a place other than the place of performance) shall be at the risk of the Supplier.

**8. Late Delivery**

- 8.1 We shall be entitled to impose on the Supplier a contractual penalty of 0.2% of the value of the belated part(s) of the order for each completed business day of delay of a delivery that is late for reasons attributable to the Supplier, provided that this contractual penalty shall not exceed 5% of the value of the belated part(s) of the order. We reserve the right to assert claims for damages in addition.
- 8.2 If the Supplier foresees difficulties in materials procurement, production, etc., which could prevent it from delivering on time, the Supplier shall immediately inform us accordingly. This shall not, however, release the Supplier from its obligation to deliver on time.
- 8.3 The acceptance of a late delivery or service by us shall not constitute a waiver of any claims for damages.
- 8.4 If deliveries are late on a repeated basis, we shall be entitled to rescind this Agreement even if the Supplier can prove that the delay was caused due to reasons beyond the Supplier's control.

**9. Quality and Documentation, MDR, RoHS**

- 9.1 The Supplier expressly guarantees that only materials, parts and equipment will be delivered that meet the recognized state of the art rules for technology in every respect, e.g., the latest VDE regulations, the accident prevention regulations of the relevant trade associations, the applicable provisions of law (e.g. product safety or medical device law), as well as the applicable environmental rules (e.g. waste disposal, the RoHS Directive, as amended), even if this is not expressly mentioned in the order and as applicable for suppliers located within the EU.
- 9.2 If we request an initial sample inspection, series production shall not be commenced by Supplier with until we have approved the sample in writing.
- 9.3 The Supplier shall constantly verify the quality of the items and structure its quality assurance system in such a way that it complies with DIN ISO 9000-9004 or DIN ISO 13485, as amended from time to time.

9.4 The Supplier shall inform us immediately in writing of all planned changes which may affect the delivery items, where possible at least 12 months before the planned change takes effect. Without our prior written approval, the Supplier is not permitted to make changes to the delivery items – even minor one – in the following areas which affect the delivery items:

- Changes in external design or function,
- Change or discontinuation of the production process,
- Change of a critical sub-supplier,
- Relocation of the manufacturing site of the delivery items or parts thereof,
- Change or discontinuation of quality assurance measures
- Change of raw materials, auxiliary and operating materials
- Change in the final cleaning process

9.5 In the written notification the Supplier must set out why the intended change is necessary and how it will ensure this will have no adverse effects on the delivered items. If the Supplier informed us in a timely manner about the change, we are only entitled to reject the change for good cause, whereby good cause entitling us to reject the change is in particular given, but not limited thereto, if such change would lead to an increase of costs on our side due to the regulatory procedures and/or approvals required in relation to such change. After each change approved by us, the Supplier shall carry out an initial sample inspection.

9.6 Unless otherwise agreed, the delivery items are used for the production of, or are itself, medical devices. The delivery items shall therefore in particular also meet the requirements of any applicable medical device regulation. Supplier shall keep records of the production process (including critical subcontractors) for the purpose of traceability and shall make these records available to us within two working days upon our request. In addition, Supplier shall immediately inform us of any complaint, incident or other adverse event in connection with the delivery items.

## **10. Notice of Defects**

10.1 Our obligation to inspect the delivered items upon receipt shall be limited to defects that are obvious upon the conduct of an external examination, including an examination of the delivery papers, and during quality control testing being conducted on a random sample basis in relation to transport damage, delivery of the wrong items or of less than the agreed quantity. We shall be entitled to notify obvious defects to the Supplier within four business days as of detection of the defect.

10.2 When defects in items can only be discovered once the items are being processed, notice relating to such hidden defect may be made within four business days of discovering any such defect.

10.3 To that extent, the Supplier waives the right to advance an objection on the basis that a notice relating to a defect was late.

10.4 Payment of the purchase price prior to discovery of any defects shall not constitute an acknowledgment that the items are free of defects and were duly delivered.

## **11. Force Majeure**

If an unforeseeable event outside of the control of either Party (force majeure event) makes the performance of a Party's contractual duties impossible or materially more difficult, the affected Party shall not be liable for non-performance or for delays to the extent that same have been caused by such force majeure event. The Party affected by a force majeure event shall immediately inform the other Party about such event. If the force majeure event lasts more than 30 days, each Party shall be entitled to rescind this Agreement in whole or in part.

## **12. Warranties**

12.1 The limitation period for claims for defects shall be 36 months from the date of delivery of the items to us. In the case of contracts for works (*Werkverträgen*), the date of acceptance shall be the relevant date. Longer statutory periods, in particular for contracts for works (*Werkverträge*) shall remain unaffected.

12.2 If the Supplier fails to comply with its statutory duty to remedy a defect - at our choice, either by eliminating the defect (*Nachbesserung*) or by delivering non-defective items (*Ersatzlieferung*) - within a reasonable period set by us, then, in addition to the available statutory remedies (termination and damages), we may remedy the defect ourselves and require the Supplier to compensate us for the expense incurred in doing so, or require the Supplier to make an advance payment in this regard. If the Supplier's efforts to remedy the defect fail or would be unreasonable for us to accept (e.g. due to urgency, danger to industrial safety or threatening unreasonable damage) no notice is required to be given, provided that we will promptly inform the Supplier accordingly (and if possible before we remedy the defect). Further claims under applicable laws remain unaffected.

## **13. Spare Parts, Discontinuation**

13.1 The Supplier shall ensure that spare parts for the items he delivered to us are available for a period of the lifetime of the delivered items, but at least for 10 (ten) years after delivery of the last item of each type from Supplier to us.

13.2 Notwithstanding Sec. 13.1, if the Supplier intends to discontinue the production or purchasing of spare parts for the items delivered to us or the production of the delivered items, the Supplier shall notify us immediately after the decision on discontinuation. In any case, we must be informed by the Supplier at least 12 (twelve) months before production is discontinued. For clarity: Any notice periods of supply agreements executed between Supplier and us shall remain unaffected, and Supplier shall not be entitled to cease manufacturing for us during the term of such supply agreement.

**14. Product Liability**

- 14.1 Unless otherwise agreed, the materials and parts to be delivered to us are medical devices or are intended to be incorporated into medical products. These products are intended to be distributed worldwide. The Supplier shall perform all inspections of the items manufactured and / or delivered by it - independent of any inspections conducted by us - and shall be responsible for ensuring that all items delivered are free of defects. Any inspections performed by us shall not release the Supplier from its obligations; clause 10 (Notice of Defects) shall remain unaffected.
- 14.2 Unless expressly provided for otherwise below, our claims against the Supplier for products liability shall be governed by the statutory provisions governing product liability. If we are sued for product liability or for violation of safety regulations or similar provisions under German or foreign law, the Supplier shall indemnify us for all damages incurred in this connection, including legal costs and expenses, to the extent that the Supplier is (i) the manufacturer of the good that caused the defect and (ii) would directly be liable under the statutory liability law as well. If we should be required to recall products because of a defect in the items to the extent the Supplier is responsible, or if a recall should, at least, be reasonable, the Supplier shall assume the costs of such recall. Further claims remain unaffected.
- 14.3 The Supplier shall take out and maintain appropriate liability insurance in an amount of at least EUR 10 million per case and twice in the aggregate. At our request the Supplier shall promptly provide us with evidence that such insurance cover has been procured.

**15. Know-How and Confidentiality**

- 15.1 We reserve title to and the copyrights in all pictures, plans, drawings, calculations, instructions for execution, product descriptions and other documents submitted by us to the Supplier.
- 15.2 The Supplier shall treat all information provided by us confidential, including, but not limited to our orders and all related commercial and technical details and use them only to perform its obligations to us. The obligation to maintain confidentiality shall not lapse until and to the extent that the knowledge contained in the documents handed over has become generally known.
- 15.3 Without our written consent, items produced using documents drafted by us (such as drawings, models and the like), or other confidential information provided by us, or with our tools or tools manufactured by copying our tools, shall not be used by the Supplier itself, or offered or delivered to third parties. In addition, these items and the documents drafted by us shall be returned to us on our request at any time.
- 15.4 Parts that we have developed or further developed in cooperation with the Supplier may be delivered by the Supplier to third parties only with our written consent.
- 15.5 We shall be entitled to save, use and process information about the Supplier regarding our

business relationship or information in connection therewith, regardless of whether such information originated with the Supplier or with third parties, to perform the contracts concluded with the Supplier and to process our orders, and we shall also be entitled to disclose such information to our affiliates and to third parties to the extent required for the performance of the agreement. The affiliates and third parties shall be entitled to use such information to the same extent as we are.

## **16. Means of Production**

- 16.1 Models, tools and equipment that are or were produced by the Supplier using our drawings and at our expense (the "Means of Production") shall become our property upon payment therefor, unless co-ownership with the Supplier has been expressly agreed. We shall be entitled to demand that the Supplier hands over the Means of Production if the Supplier is in default or should become unable to continue to provide items and services, unless the Means of Production are needed to perform existing contracts with us.
- 16.2 The Supplier shall identify the Means of Production that belong to us as our property and insure them at replacement value against fire damage, water damage and theft. The Supplier hereby assigns all claims to compensation under this insurance policy to us at this point in time already, and we hereby accept such assignment.
- 16.3 Documents of all kinds, such as samples, drawings, models and the like, which we provide to the Supplier, shall be promptly returned to us upon request, free of charge.
- 16.4 Models, samples and drawings that we provide shall only be used to produce items ordered by us.
- 16.5 The Supplier shall be responsible for the careful storage, maintenance and repair of all materials, parts, Means of Production, samples, drawings, etc. The Supplier shall also bear the cost of purchasing parts to be replaced as a result of ordinary wear and tear. The Supplier shall bear the risk of the destruction of or damage to the Means of Production (even when this occurs accidentally or as a result of force majeure). We shall only be liable to reimburse the costs of repairs or to provide a replacement, if we are responsible for the damage or destruction.
- 16.6 Forms, models, Means of Production, etc. may only be destroyed with our consent.
- 16.7 If the Supplier has co-ownership of any items, the Supplier will hand over these items and transfers the Supplier's co-ownership share in exchange for payment for the co-ownership share by us. If there should be a dispute over the amount of the co-ownership share, we can prevent a retention right based on the Supplier's co-ownership share by furnishing a (bank) guarantee for the disputed amount.
- 16.8 The Supplier shall have no retention right to the Means of Production, documents, materials, parts, etc., to the extent that the claim on which the retention right is based is contested between the parties and has not been settled by a final and binding court order.

16.9 Our liability for damage incurred by the Supplier through the Means of Production or the use thereof shall be limited to intentional misconduct, gross negligence and the negligent or intentional violation of material contractual obligations (*Kardinalpflichten*). If material obligations are breached, our liability shall be limited to the foreseeable damages that are typical and customary with regard to the nature of the contract.

## **17. Long Term Supplier Declaration, further Export Control Requirements**

17.1 The Supplier shall submit, by no later than with the first shipment, a long-term supplier declaration valid for at least twelve months, which he shall update at latest with effect as of 1 January of each year without being requested to do so. Further, the Supplier shall submit to us on request certificates of origin and movement certificates with regard to the delivery items.

17.2 The Supplier shall, if available, also provide information on US export classifications such as the ECCN number or ITAR listings in relation to the delivery items. If no such information is available, the Supplier shall expressly mention that he has no such information. Sec. 17.4 remains unaffected.

17.3 Any delivery documents and invoices must state the order numbers and article numbers in full. In addition, the customs tariff number with the corresponding country of origin must be indicated for each ordered item.

17.4 The Supplier shall reasonably support us in the fulfilment of foreign trade and customs requirements, in particular concerning the import and export of the parts delivered by the Supplier (also in the event of modifications) and provide corresponding information. The Supplier shall inform us in writing of any export control restrictions in relation to the delivered items.

17.5 The Supplier shall comply with all applicable local, national and supra-national export control laws, including but not limited to sanctions and embargos, dual use information and any entry in military or similar lists.

17.6 The Supplier shall inform us in writing of any changes regarding information supplied in accordance with this Sec. 17 without undue delay, if reasonably possible at least twelve months in advance.

## **18. Compliance**

The Supplier agrees to comply with the principles of the Getinge Code of Conduct (available at <https://www.getinge.com/code-of-conduct>) and the Getinge Business Partner Code of Conduct (available at [https://www2.getinge.com/dam/corporate/documents/ethics/english/business\\_partners\\_code\\_of\\_conduct-en-non\\_us.pdf](https://www2.getinge.com/dam/corporate/documents/ethics/english/business_partners_code_of_conduct-en-non_us.pdf)), which is an extension of the Getinge Code of Conduct. This also includes compliance with all local, national and, to the extent applicable, other laws of all jurisdictions worldwide relating to anti-corruption, bribery, extortion, kickbacks or similar matters applicable in connection with the application of these Terms



and Conditions of Purchase, and that no action is taken that would result in the violation of such laws.

**19. Miscellaneous**

- 19.1 These Terms and Conditions of Purchase and the entire business relationship between us and the Supplier shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 19.2 The place of performance for items and services provided by the Supplier shall be the shipment address.
- 19.3 The exclusive venue for all disputes directly or indirectly arising from any contractual relationships shall be Rastatt, Germany. We shall also be entitled to sue the Supplier in the courts having general jurisdiction over the Supplier.

## Annex 1

Legal Entity	E-Mail account for electronic invoices	E-Mail account for additional contact Getinge Account Payable
MAQUET GmbH	<a href="mailto:invoice.de30@getinge.com">invoice.de30@getinge.com</a>	<a href="mailto:AP.DE30@getinge.com">AP.DE30@getinge.com</a>
Getinge Deutschland GmbH	<a href="mailto:invoice.de02@getinge.com">invoice.de02@getinge.com</a>	<a href="mailto:AP.DE02@getinge.com">AP.DE02@getinge.com</a>
MediKomp GmbH	<a href="mailto:invoice.de34@getinge.com">invoice.de34@getinge.com</a>	<a href="mailto:AP.DE34@getinge.com">AP.DE34@getinge.com</a>
MAQUET Cardiopulmonary GmbH	<a href="mailto:invoice.de33@getinge.com">invoice.de33@getinge.com</a>	<a href="mailto:AP.DE33@getinge.com">AP.DE33@getinge.com</a>
Getinge Hospital Solutions GmbH	<a href="mailto:invoice.de32@getinge.com">invoice.de32@getinge.com</a>	<a href="mailto:Maquet-kreditoren.de@getinge.com">Maquet-kreditoren.de@getinge.com</a>
Getinge Holding B.V. & Co. KG	<a href="mailto:invoice.de61@getinge.com">invoice.de61@getinge.com</a>	<a href="mailto:AP.DE61@getinge.com">AP.DE61@getinge.com</a>
Getinge Österreich GmbH	<a href="mailto:invoice.at02@getinge.com">invoice.at02@getinge.com</a>	<a href="mailto:AP.AT02@getinge.com">AP.AT02@getinge.com</a>
Getinge Schweiz AG	<a href="mailto:invoice.ch01@getinge.com">invoice.ch01@getinge.com</a>	<a href="mailto:AP.CH01@getinge.com">AP.CH01@getinge.com</a>
MAQUET Cardiopulmonary Medikal Teknik San. Tic.Ltd.Şti.	<a href="mailto:invoice.TR31@getinge.com">invoice.TR31@getinge.com</a>	<a href="mailto:AP.TR31@getinge.com">AP.TR31@getinge.com</a>