



## 1. Scope of application of the STC

The following standard terms and conditions (STC) are applicable to all supplies of goods and services by Intercus GmbH (hereinafter referred to as Intercus) to any contractual partner (hereinafter also referred to as customer).

By accepting an offer made by Intercus to the customer or if Intercus accepts an offer made by the customer to Intercus, the customer agrees to be bound by these standard terms and conditions. If an offer of Intercus is confirmed by the customer on terms that deviate from these STC, our STC shall apply, even if we do not expressly object to the applicability of the other terms and conditions. Deviating terms and conditions shall only apply if they have been expressly accepted by Intercus in writing.

These standard terms and condition shall apply not only to the first legal transaction between the parties, but to all other transactions as well.

## 2. Conclusion and subject matter of the agreement

Verbal orders shall only become binding if confirmed in writing by Intercus or upon the dispatch of the products. All our offers/quotes are subject to change. We reserve the right to make design changes which improve or do not impair the suitability for the usual or contractual purpose.

## 3. Delivery and shipping

- (1) Delivery lead times are based on the date of dispatch or order confirmation. The delivery lead times are only approximate.
- (2) Delays due to events for which Intercus is not responsible and which make the performance considerably more difficult or temporarily impossible shall entitle Intercus to extend the time limit or to withdraw from the agreement wholly or partly with respect to the unfulfilled part of the agreement.
- (3) Intercus is entitled to make partial deliveries or to provide partial services.
- (4) The benefits and risks shall be transferred to the customer at the latest upon dispatch ex warehouse of Intercus, even if the goods have been shipped carriage paid or under other Incoterm conditions. All deliveries without an exception are transported at the risk of the customer; Intercus normally sends goods by post. The customer shall be invoiced separately for the costs that are thus incurred. Unless otherwise agreed upon, the shipment shall be insured against damages, in the interest and at the expense of the customer. The insurance costs shall be borne by the customer.
- (5) Complaints can only be considered if the complaint is made in writing within 8 days of receipt of the goods by the customer.
- (6) Returns will only be accepted as per agreement:
  - Proof of sterilisation must be enclosed with goods that are not in their original packaging.
  - If there is no proof of sterilisation enclosed with goods in opened packaging, we reserve the right to have them sterilised at the customer's expense.

## 4. Purchase price and payment terms

- (1) Our prices are subject to change, and we reserve the right to adjust our prices to reflect any significant changes in personnel costs, material costs or other factors. Prices are quoted as net prices, ex warehouse Bad Blankenburg, without any deductions. All additional costs such as transport packaging, freight, insurance, documents, as well as the cost of export, transit, import and other permits and certifications shall be borne by the customer. Similarly, the customer shall bear all types of taxes, charges, fees and duties.
- (2) Payments shall be made in euros in full within 30 days of the invoice date.
- (3) We reserve the right to make deliveries wither as cash on delivery mode or against advance payment.
- (4) If the customer fails to make a payment by the agreed due dates, they shall be liable to pay the statutory late-payment interest from the due date without the need for a formal reminder. If the customer fails to meet their payment obligations, Intercus will be entitled to withdraw from the contract if the customer received the goods prior to the purchase price becoming due. If the customer fails to meet their obligations under the contract or does not do so correctly, Intercus will be entitled to withhold further deliveries until the customer has met their obligations.
- (5) Intercus will retain title to all goods delivered goods with respect until the customer has settled all claims arising from the current and future business relationship in full (all monies clause). The customer is entitled to sell and/or process the goods in the ordinary course of business provided they can meet their contractual obligations in a timely manner. If the value of the collateral provided to Intercus exceeds the claims to be secured by more than 25%, Intercus will, at its discretion, release the collateral at the request of the customer. The customer is not permitted to assign, transfer the reserved goods or assign them as collateral or to transfer or assign rights of Intercus or to take any action that could impair the rights of Intercus.

## 5. Rights of the customer in relation to defects

- (1) The products shall be delivered free from manufacturing and material defects; the time limit for asserting claims for defects is one year from the delivery of the products. The customer shall notify Intercus of any defects promptly in writing, at the latest within one 8 days of receipt of the supplied products. Defects that cannot be detected by a thorough examination within this period shall be notified to Intercus promptly after discovery. Upon being notified of a defect, Intercus will be entitled to attempt to take corrective action first. Intercus shall, at its discretion, either eliminate the defect or replace the defective product with a product that is free of defects. If Intercus refuses to take corrective action or if it fails within a reasonable period of time or if the customer cannot be reasonably expected to accept it, the customer can choose to reduce the purchase price or withdraw from the contract.
- (2) Any liability for defects resulting from improper implantation, improper use, careless, improper handling, disregard of the recommendations for use, natural wear and tear and ageing of the material, excessive use, improper use of tools or due to other reasons outside the responsibility of Intercus, is excluded. Claims for defects against the seller can only be asserted by the direct customer and cannot be assigned.

## 6. Liability

- (1) Unless the loss or damage has been suffered as a result of intent or gross negligence, any claims for damages will be excluded, irrespective of the nature of the breach of contractual obligations. In the case of a breach of material contractual obligations, Intercus is liable for any negligence, but only up to the amount of foreseeable damage. Claims for lost profit, expenses saved, third party indemnity claims, as well as for any other indirect and consequential damage cannot be asserted, unless Intercus has guaranteed a particular characteristic of the product to safeguard the customer against such loss/damage. The limitations and exclusions of liability set out above do not apply to claims resulting from malicious conduct on part of Intercus, guarantee obligations, injury to life, body or health or claims under the Product Liability Act or the Medical Devices Act.
- (2) If Intercus has excluded or limited its liability, this shall apply mutatis mutandis to employees, workers, contractors, representatives and vicarious agents of Intercus.

## 7. Parts sent for processing

The following provisions apply to contracts relating to processing of parts provided to us. In the absence of any special provisions set out below, the contracts shall be governed by the remaining provisions of these terms and conditions.

- (1) Any parts or equipment sent to us for processing shall be sent well packaged with an enclosed delivery note ex works by the contractor.
- (2) The material of the parts sent must be notified to Intercus at the latest upon delivery in order to optimise the processing. If these requirements are not met, Intercus will be entitled to charge for the additional work, as well as compensation for the premature wear or damage to the tools or to withdraw from the contract, where the customer will be



required to reimburse the corresponding part of the contract price as well as the aforementioned additional costs incurred.

- (3) Our warranty for material defects is limited in accordance with the statutory provisions to corrective action (replacement or rectification), withdrawal or price reduction (reduction in the purchase price). In accordance with our statutory and contractual liability, we only pay compensation for damage caused by material defects within the sphere of our control in the following cases: The claim for damages against Intercus is based on a material defect and is intended to compensate for property damage or financial loss caused by the material defect that results from the property damage caused by a material defect. We are responsible for the material defect as a result of intent, malice or gross negligence. To ensure the work is free of material defects, we have received contractual assurances or a guarantee that extends beyond a quality agreement. The claim for damages against us is based on the injury to life, body or health or loss of freedom. We are liable for the damage due to a default. The foregoing provisions do not prejudice our non-contractual liability, in particular, with respect to tort law provisions and the Product Liability Act.
- (4) Subject to the following provisions, the limitation period for the warranty claims for material defects and defects of title set out in Article 634 of the German Civil Code (BGB) is one year. The statutory limitation periods apply to warranty claims against us based on compensation for injury to life, body or health or loss of freedom. The statutory limitation periods also apply to cases where we have maliciously concealed a defect or where we are responsible for a defect due to intent or gross negligence. The period of limitation for other claims for damages against us which are not based on liability for material defects or defects of title shall be 18 months - on whatever legal basis.
- (5) If we have successfully remedied the defects, the limitation period for warranty claims shall not be extended for the repaired parts. This does not prejudice the statutory provisions on the suspension and restart of the limitation period.
- (6) Our services shall be deemed to have been accepted at the latest upon
  - the object processed by us being sold by the customer to a third party or handed over for use;
  - the item processed by us being processed or mixed or connected with other items with the consent of the customer;
  - or the item processed by us being used beyond a trial period either by the customer or by a third party with the consent of the client.

## 8. Intellectual property rights

- (1) Intercus retains intellectual property rights and copyright to all illustrations, drawings, calculations and other documents. This also applies to written documents marked as "confidential". The customer may not disclose such documents to third parties without the express, written consent of Intercus.
- (2) Information in brochures, catalogues or general technical documents is only binding if it has been confirmed in writing.
- (3) The customer may not hand over originals or copies of the offer, sales and other documentation, including image, sound and other data carriers provided by Intercus to competitors or unauthorised persons without the permission of Intercus, or use such materials in any other way that would harm the interests of Intercus. Furthermore, the customer may not disclose the terms of the offer, especially the pricing terms, to third parties, whether in writing or orally.

## 9. Use and disclosure of personal data

- (1) Intercus complies with the provisions of Regulation No. 2016/679 of the European Parliament and Council of 27 April 2016 (General Data Protection Regulation).
- (2) The detailed privacy policy is published on our website, <https://www.intercus.de/en/privacy-policy/>

## 10. External links

- (1) To optimise the information we provide, our website contains links to other websites. As we are not in the position to check the content of the websites that we link to, we do not accept any responsibility for or endorse these websites or the content or information contained therein.

## 11. Place of performance and jurisdiction, applicable law

- (1) The place of performance for any obligation arising or relating to this agreement is the registered office of Intercus in Bad Blankenburg.
- (2) Where the customer is a business, a public legal entity, a public-law special fund or where the customer's registered office is located abroad, the place of jurisdiction for any disputes arising from the contractual relationship directly or indirectly is Bad Blankenburg, Germany; Intercus is, however, entitled to bring an action against the customer before a court at the location of the customer's registered office.
- (3) These standard terms and conditions and the entire legal relationship shall be governed and construed solely in accordance with the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG).

## 12. Scope of application and changes to the STC

- (1) These STC shall apply in full, unless regulated otherwise by a written agreement between the parties or by special terms and conditions issued by Intercus.
- (2) If any provision of the above STC is or becomes void, voidable or invalid, whether in whole or in part, the validity of the void provision and the remaining provisions of this agreement will not be affected or impaired thereby. The parties shall replace the invalid provision by a valid provision that comes closest to the economic purpose pursued by the invalid provision.
- (3) Intercus reserves the right to change the standard terms and conditions at any time. These will be announced to the customer by a circular letter or any other suitable means, and the changes shall be deemed to have been approved if not objected to within a period of one month.