

1 Scope, general information

- 1.1. These General Conditions of Contract for Supply and Services of Humedics ("Terms and Conditions") apply exclusively to services - excluding construction work - which Humedics GmbH ("Humedics") provides to persons concluding the contract in performance of their commercial or self-employed professional activity (entrepreneurs), to corporate bodies under public law and to special funds under public law.
- 1.2. Any deviation from these Terms and Conditions shall require written confirmation by Humedics. Deviating terms of the customer shall not apply, unless Humedics has given its written consent to their application. These Terms and Conditions shall also apply if Humedics, being aware of deviating terms of the customer, makes delivery and/or provides a service without reservation.
- 1.3. Unless otherwise agreed, Humedics shall perform construction work in accordance with the German Award Rules for Building and Construction Work, Part B (VOB/B), in the version valid at the time the contract is concluded.

2 Scope of services

Offers made by Humedics shall always be without obligation. The agreements made by both parties shall define the scope of services.

3 Prices, terms of payment, set-off, right of retention

- 3.1 Unless otherwise agreed, prices are quoted ex works including loading at the works and excluding the statutory value-added tax. The price does not include packaging and unloading.
- 3.2 Unless otherwise agreed, invoices shall be paid without deduction upon receipt in the currency agreed. The cost of payment shall be borne by the customer.
- 3.3 Unless otherwise agreed, payment for deliveries made and services provided by Humedics to a foreign destination shall be made by means of an irrevocable and confirmed letter of credit issued by a large bank registered in the Federal Republic of Germany, payable to Humedics on presentation of the documents to the large bank.
- 3.4 Cheques and other means of payment shall be accepted only based on a separate agreement and only on account of performance. With respect to these means of payment, the day of receipt of payment shall be the day at which Humedics can dispose of the amount. Discount and collection charges shall be borne by the customer.
- 3.5 Humedics reserves the right to demand payment in advance or the provision of security in the amount of the invoice value of a delivery if any circumstance occurs or becomes known after conclusion of the contract which jeopardises the debt claim.
- 3.6 The customer shall have a right to retain payment or set off a claim against a counterclaim only to the extent its counterclaims are undisputed or have been determined without further legal recourse. Other rights of retention can be claimed only to the extent they are based on the same contractual relationship. Subject to the conditions set forth above, rights of retention based on defects may be claimed only in reasonable proportion to the defects that have occurred.
- 3.7 In the case of parts refurbished to as-new condition, Humedics, if it refurbishes the parts, is obligated under the German Value-added Tax Act to subject to value-added tax 10% of the value of the goods as old-part value in addition to the replacement amount. The value-added tax may be charged to the customer.
- 3.8 The hourly rate for a technician is €100 for each hour or part thereof; the daily rate is €750.

- 3.9 The travel allowance is a flat rate of €250 for distances between 10 km and 300 km, and €500 for distances longer than 300 km.
- 3.10 The cost of materials shall be charged with the purchasing prices.
- 3.11 The presently valid value-added tax at a rate of 19% shall be added to all prices and costs.
- 3.12 Upon the expiration of the stated payment period, the customer shall be in arrears. Humedics shall be entitled to charge interest on arrears at the statutory rate, calculated from the date the payment was due. Humedics reserves the right to claim compensation for any additional damages incurred.

4 Delivery and delivery time

- 4.1 A prerequisite to adherence to the period allowed for supply and performance is that all commercial and technical questions have been clarified between Humedics and the customer and that the customer has discharged all the obligations incumbent on it such as provision of the documents to be supplied by it, of other supplies to be provided by the customer or of approvals or releases or the making of a down payment. If any such obligation is not met, the delivery time shall be prolonged appropriately. This shall not apply where Humedics is responsible for any delay.
- 4.2 The period allowed for supply and performance shall be prolonged appropriately in the event of force majeure, in particular natural phenomena, damage to machines and other disturbances of operation, measures taken in the context of industrial action, in particular strike and lock-out, or if any unforeseen impediment occurs or in case of incorrect or unpunctual supply to Humedics, provided, however, that Humedics is not responsible for such events. Where supply or performance becomes impossible due to any of the circumstances specified above, Humedics shall be entitled to rescind the contract.

5 Notice of defects and acceptance

Where performance of a work is owed or an acceptance inspection has expressly been agreed, Humedics shall notify the customer in writing of completion and readiness for acceptance. Should acceptance be delayed for reasons for which Humedics cannot be held responsible, the work shall be deemed to have been performed 14 days after the written notification of readiness for acceptance. In that case, Humedics undertakes to point out to the customer that the goods or the work are deemed to have been accepted. This shall apply by analogy to partial acceptance.

6 Industrial property rights and copyrights, defects of title

Claims by the customer shall be ruled out if the customer is responsible for any infringement of an industrial property right and/or if any infringement of an industrial property right is caused by a requirement made by the customer, by any application which Humedics could not have foreseen, by any modification made by the customer or by using the goods/services together with products not supplied by Humedics.

7 Liability

- 7.1 Humedics shall be liable in accordance with the statutory provisions in the case of wilful intent, gross negligence on the part of bodies or executives, culpable injury to life, body or health, defects which Humedics has fraudulently concealed or the absence of which Humedics has guaranteed and defects of the delivery item where liability for injury to persons or damage to property used for private purposes applies under the German Product Liability Act.

- 7.2 In the event of a breach of a material contractual obligation, Humedics shall be liable also in the case of gross negligence on the part of non-executives and in the case of slight negligence - in the latter case limited, however, to the foreseeable damage typical for the contract.
- 7.3 The customer shall take any and all necessary and reasonable measures to prevent or limit damage, in particular, the customer shall ensure that programs and data will be backed up on a regular basis. Accordingly, Humedics shall be liable for the recovery of data subject to the preconditions set forth in Sections 7.1 and 7.2 only if the customer has ensured that the data can be reconstructed from other data with reasonable expenditure.
- 7.4 Claims for damages against Humedics or its vicarious agents in addition to or other than those regulated in this Section 7 - for whatever legal reason - shall be excluded.

8 Data privacy

As required by Section 28 of the German Data Protection Act and General Data Protection Regulation (GDPR), Humedics draws attention to the fact that the customer's data obtained in connection with the business relationship will be stored and processed for own purposes of Humedics.

9 Safety regulations

The customer shall be responsible for complying with the national laws, ordinances and safety-law regulations, in particular with respect to the licensing, installation, operation, maintenance and repair of the delivery items, and undertakes to comply with them. The customer shall be obligated to indemnify Humedics from any and all claims arising from the customer's failure to comply with these regulations.

10 Place of jurisdiction and governing law

- 10.1 The place of jurisdiction shall be Berlin. Humedics shall at its discretion be entitled to bring an action also before the court competent for the customer's registered seat.
- 10.2 These Terms and Conditions shall be governed by the law of the Federal Republic of Germany, excluding application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

As of: August 2024

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