

# General Terms and Conditions of OPED GmbH

## 1. General – Scope of application

These general terms and conditions apply to the distribution and renting of products by OPED GmbH, Medizinpark 1, 83626 Valley/Oberlindern, represented by the managing director Stefan Geiselbrechtlinger, Christian Puritscher (hereinafter „we“). They apply to all current and future business relation-ships. Differing, conflicting or additional terms and conditions, even if known, are not part of the contract, unless their application is approved in writing. In the same way, individual agreements differing from these General Terms and Conditions will only become effective if they have been agreed in writing (e-mail suffices).

## 2. Delivery and delivery conditions

Specified delivery times are not binding. Partial deliveries are permitted, if reasonable. We carry the resulting additional costs for shipping and packaging. The customer can only assert claims for delayed delivery if the delay is based on an intentional or grossly negligent breach of contract for which we are responsible, or if we fail to deliver and the customer sets an additional deadline of four weeks with a threat of rejection.

If the customer is in default in acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the resulting damage plus possible additional expenses (such as storage and transport costs). We reserve the right to further claims or rights.

If the distributor fails to collect the goods within 10 calendar days after being notified that the goods are ready for collection, OPED shall be entitled to charge storage fees of EUR 25 per day.

## 3. Availability of the goods

In the case of unavailability of the ordered goods, we reserve the right to withdraw from the contract. In this case, we inform the customer about this without undue delay and refund any payments already made without undue delay.

## 4. Terms of payment

Unless health insurance covers the costs, payments must be made at the latest 30 days from date of invoice without deduction by bank, giro or postal transfer or in cash. In justified cases, we can demand prepayment to an appropriate extent.

The customer is only entitled to set-off if his counterclaims have been finally and non-appealably established, are uncontested or acknowledged by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

In case of payment default by the customer, all payment obligations to us are due immediately and entitle us to revoke the contract as well as all other orders not yet fully fulfilled by both parties.

## 5. Retention of title

In the normal case of the conclusion of the contract as a lease, the rental object remains our property. If the parties agree on the purchase of the product, we retain title until full payment of the purchase price as well (see § 449 BGB). The customer is obliged to handle the product with care. In case of attachments or other interventions by third parties, the customer shall notify us immediately in writing, so that we can bring lawsuit. To the extent the third party is not able or obligated to reimburse the court and out of court costs of a lawsuit brought by us, the customer shall be liable for the loss incurred by us.

If the customer is an entrepreneur (§ 14 BGB), the following applies in addition: If he sells goods subject to retention of title, he assigns to us the claims resulting from the resale with all ancillary rights, which we hereby accept (extended retention of title). The retention applies to the recognized bottom line of the business relationship. Furthermore, he shall insure the goods subject to retention of title sufficiently against fire, water and theft damage to the replacement value at his own expense. To the extent that maintenance and inspection work on the goods subject to retention of title is required, he shall implement so in due time at his own expense.

## 6. Rent

### 6.1 Rental duration and notice period

6.1.1 The rental duration is agreed individually in writing or results from the medical prescription/medical necessity. The rental duration ends accordingly without having to be terminated. After ending of the rental duration, the rental objects must be returned to us. If the customer is in default to return or does not return the goods at all, we are entitled to demand compensation for the duration of the withholding in accordance with the agreed rent. A tacit renewal of the rent is already contradicted.

6.1.2 The renting can be properly terminated at the latest one week before the end of the rental duration.

### 6.2. Material defects warranty to rental agreements

6.2.1. If suitability of the rented property is removed or reduced for the contractually agreed use (lack of functional suitability), this is considered a defect. Likewise, lacking or later ceasing warranted characteristics are considered as defects.

6.2.2. The customer shall examine the rented property after delivery and inform us immediately of any defects. If the goods show a recognizable defect upon delivery, which does not affect the functionality essentially, then the customer can no longer claim material defects if he has not reported the defect without undue delay. If not reported in due time, such defects are considered as approved and the rented property as free from defects.

6.2.3. Similarly, if a defect comes to light during the rental duration, it must be reported immediately after discovery. If not reported in due time, such defects are also considered as approved and the rented property furthermore as free from defects.

6.2.4. We may, at our discretion, repair or re-supply any defective part of the rented property. We are therefore entitled to provide the customer with a functionally equivalent object against return of the defective rented property or to remedy the defect by repair.

6.2.5. In the case of defects, the customer is only entitled to revoke the contract if we have not exercised our right to deliver a functionally equivalent item or if two repair attempts have failed. The right to rent reduction is excluded. Equally, liability in damages due to defects is excluded except in cases in which we are still liable according to section 6.3.

6.2.6. Apart from that, rights of the customer due to defects or damages expire in one year from the beginning of the statutory limitation period.

### 6.3. Liability for rent

6.3.1. Liability for damage is excluded if this damage has been caused by the customer, e.g. by an order incorrectly transmitted by him or therapists/doctors, by incorrect use, or by failure to report hypersensitivity, etc.

6.3.2. In the context of a contract our liability may be justified only for damages of the customer, (1) which we or our legal representatives or persons whom we use to perform our obligations caused intentionally or grossly negligently, (2) based on injury to life, body or health, caused by a breach of duty by us or one of our legal representatives or persons whom we use to perform our obligations or (3) caused by a breach of duty, that makes the proper implementation of the contract possible in the first place and that the customer therefore regularly relies on its compliance and also may rely on (cardinal duty).

6.3.3. In the cases of clauses 6.3.2 (1) and (2) we are liable unlimited in amount. Apart from that, the claim for damages is limited to the foreseeable, contract-typical damage.

6.3.4. In cases other than those mentioned in Section 6.3.2, our liability is excluded, irrespective of legal basis. In particular, we are not liable for damages caused to the customer due to a contract or another legal relationship with a third party, since only the respective third party is liable for this. We are not liable for slightly negligent violation of unessentially contractual obligations.

6.3.5. The aforementioned limitations of liability apply accordingly to all our organs, shareholders, employees and persons whom we use to perform our obligations (if there is a personal liability). Section 6.2.6. also applies to our liability.

6.3.6. According to § 536c BGB the customer has to inform us about damages immediately. If the customer fails to inform us, he shall compensate us for the resulting damage. To the extent that we were prevented from providing relief due to the failure of the customer to report it, the customer is in particular not entitled to claim damages.

6.3.7 Liability under the Act on Liability for Defective Products/ Product Liability Act remains unaffected.

## 7. Purchase

### 7.1. Material defects warranty to purchase

7.1.1. Material defects warranty is excluded if this defect has been caused by the customer, e.g. by an order incorrectly transmitted by him or therapists/doctors, by incorrect use, or by failure to report hypersensitivity, etc. Apart from that we may, at our discretion, repair or re-supply any defective part to fulfill our material defects warranty. The notice of defect is only effective if it is in writing, by e-mail, fax or otherwise in text form according to § 126b BGB.

7.1.2. To the extent that we seriously and definitively refuse performance, refuse to remedy the defect and to cure because of disproportional costs, the cure fails or is unreasonable for the customer, the customer may at his discretion only reduce the purchase price (reduction of price) or revoke the agreement (revocation) and claim damages within the limitation of liability (see section 7.2) instead of performance.

7.1.3. In case of a minor breach of contract, especially in case of only minor defects, the customer has no right to revoke.

7.1.4. If we are not responsible for the breach of duty due to a defect, the customer is not entitled to revoke the contract.

7.1.5. An obvious defect can only be claimed within two weeks of delivery. A defect is obvious if it is noticed by a non-expert customer without closer examination of the services provided.

7.1.6. Apart from that rights of the customer due to defects expire in one year from the beginning of the statutory limitation period. Only if a consumer buys new things, his claims expire in two years from the beginning of the statutory limitation period.

7.1.7. In addition to the statutory warranty, a contractual guarantee for the goods delivered by us shall only be considered granted if expressly declared. Customers are informed about the conditions of the contractual guarantee at the beginning of the order transaction.

### 7.2. Liability for purchase

7.2.1 The liability for damages is excluded if this damage has been caused by the customer, e.g. by an order incorrectly transmitted by him or therapists/doctors, by incorrect use, or by failure to report hypersensitivity, etc.

7.2.2 In the context of a contract our liability may be justified only for damages of the customer, (1) which we or our legal representatives or persons whom we use to perform our obligations caused intentionally or grossly negligently, (2) based on injury to life, body or health, caused by a breach of duty by us or one of our legal representatives or persons whom we use to perform our obligations or (3) caused by a breach of duty, that makes the proper implementation of the contract possible in the first place and that the customer therefore regularly relies on its compliance and also may rely on (cardinal duty).

7.2.3. In the cases of clauses 7.2.2 (1) and (2) we are liable unlimited in amount. Apart from that, the claim for damages is limited to the foreseeable, contract-typical damage.

7.2.4. In cases other than those mentioned in Section 7.2.2, our liability is excluded, irrespective of legal basis. In particular, we are not liable for damages caused to the customer due to a contract or another legal relationship with a third party, since only the respective third party is liable for this. We are not liable for slightly negligent violation of unessentially contractual obligations.

7.2.5. The aforementioned limitations of liability apply accordingly to all our organs, shareholders, employees and persons whom we use to perform our obligations (if there is a personal liability). Section 7.1.5 also applies to our liability. Apart from that rights of the customer due to damages expire in one year from the beginning of the statutory limitation period.

7.2.6 Liability under the Act on Liability for Defective Products/Product Liability Act remains unaffected.

## 8. Conclusion of the contract with medical supply stores, doctors, hospitals, and other companies

If an order has to be classified as an offer, we can accept it within 2 weeks. If we do not refuse the offer within this period or if we deliver unconditionally within 2 weeks, the offer is considered accepted.

If the customer omits to make more detailed provisions regarding form, size and similar conditions, we can make these provisions in an order confirmation or the delivery itself. The customer's consent is considered granted if he does not object immediately after receipt. We reserve the rights of ownership and copyright to images, drawings, calculations and other documents. This also applies to such written documents, which are classified as „confidential“.

Before passing them on to third parties, the customer requires our express written approval. OPED GmbH is entitled to invoice directly with the patients health insurance.

The purchaser undertakes to comply with the dealer obligations directed at him as a dealer pursuant to article 14 ordinance (EU) 2017/745 regarding medical products.

Additional regulations relating to ordinance (EU) 2017/745 regarding medical products can be found at

<http://www.oped-international.com/imprint/mdr>.

## 9. Other provisions

Deviations from these general terms and conditions are only binding when agreed in writing. Contractual texts that go beyond the order confirmation sent by mail will not be stored by us.

We are neither willing nor obligated to take part in a dispute resolution procedure before a consumer arbitration board, but prefer to resolve any issues in direct exchange with our customers. Please contact us directly!

If the customer is a registered merchant, a legal person under public law or a special fund under public law, Munich is the exclusive venue; however, we are also entitled to assert claims against the customer at the venue of his registered seat.

The commercial customer guarantees compliance with all applicable national and international data protection regulations in connection with this business relationship, in particular the legal requirements for the collection, processing and use of personal data of patients.

The law of the Federal Republic of Germany applies; the application of the UN sales law is excluded. Unless stated otherwise in the order confirmation, our business location is the place of performance.

If particular provisions of these terms and conditions are or become invalid in whole or in part, this shall not affect the application of the remaining provisions.

Date: 13.05.2026