

## GENERAL TERMS AND CONDITIONS

**of Champions-Implants GmbH**  
**(hereinafter referred to: Seller),**  
**Champions Platz 1,**  
**55237 Flonheim**  
**HRB 40730 District Court Mainz**

### § 1 Scope of application

(1) All deliveries and offers of the Seller are subject to these General Terms and Conditions (GTC). The GTC are an integral part of all agreements concluded between the Seller and the Customer on the Seller's offered deliveries or services. The current GTC, in their new version, shall also apply to any future delivery, service, or offer, even if the latter has not been separately agreed or mentioned again.

(2) General terms and conditions of the Customer or third parties shall not apply, even if the Seller does not separately contest their validity in a particular case.

(3) The current GTC shall apply exclusively to entrepreneurs, juridical persons governed by public law, or unit trusts under public law, according to § 310 paragraph 1 of „Bürgerliches Gesetzbuch (BGB)“ (German Civil Code).

### § 2 Offers and conclusion of the Agreement

(1) All offers of the Seller are always subject to change and non-binding – in particular with regard to quantity, price, and lead time – insofar as they are not expressly deemed binding or do not contain a specific term of acceptance. The Seller can accept orders or requests within 14 days after receipt.

(2) Orders can be placed by phone, email, fax, or via the online shop of the Seller. An Agreement is concluded upon issuance of the order confirmation by the Seller or at the latest upon the delivery of the ordered Goods.

(3) Additions and amendments to agreements made, including these GTC, must be in writing to be effective. In order to comply with the written form, telecommunication, in particular by Fax or email, suffices.

(4) Information provided by the Seller regarding the Goods or service (e.g. weights, dimensions, utility values, load-bearing ca-

capacity, tolerances, and technical data) as well as representations of the latter (e.g. drawings and figures) are only approximate data unless their usability for their intended purpose pursuant to the contract presupposes exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the Goods. Customary deviations and deviations based on legal regulations or that represent technical improvements as well as the replacement of components with equivalent components are permissible insofar as they do not impair the usability for the intended purpose pursuant to the contract.

(5) The Seller reserves the ownership and copyright of all quotations as well as to drawings, figures, calculations, leaflets, catalogues, models, tools, other documents, and aids made available to the Customer.

Without the express consent of the Seller, Customers may not grant access such items to third parties, as such or their contents, disclose these items, use or reproduce such items themselves or through third parties. At the request of the Seller, the Customer is to return these items in full to the Seller and destroy any copies made.

### § 3 Price and payment terms

(1) Agreed prices are set out in EUROS and are exclusive of VAT, packaging and transport costs and - in case of exportations - do not include customs, fees, and other public levies. Additional or particular services are charged separately.

(2) Invoice amounts shall be paid within 8 days without deduction from the date of the invoice. Legal claims shall be made in case of Customer is in default of payment.

(3) If Customers authorize to set up a direct debit, the due amount will be debited within 8 working days from the invoice date. Customers will get a 2% discount.

(4) Offsetting against counterclaims of the Customer or withholding payments due to such claims shall only be permitted if such counterclaims have been undisputed or adjudicated.

(5) The Seller is entitled to perform or provide outstanding deliveries or services solely against prepayment or deposit, in particular when, after the conclusion of the Agreement, the Seller becomes aware of circumstances that are likely to substantially reduce the Customer's creditworthiness.

### § 4 Delivery and lead time, place of performance, and risk transfer

(1) Insofar as firm delivery dates have been fixed, these refer to the time of the handover to the carrier, transport agent, or third party in charge of transport.

(2) The Seller shall not be liable for failure to deliver or delays in delivery due to force majeure or unexpected circumstances that are beyond the Seller's control at the time of conclusion of the Agreement (e.g. operational disruptions of any kind, difficulties in the material or energy supply, transport delays, strikes, legal lockouts, shortages of labor, energy, or raw material, difficulties in obtaining the necessary permission of authorities, measures taken by the authorities, or missing, incorrect or untimely deliveries by suppliers). Insofar as such incidents considerably paralyze the delivery or service or prevent the Seller from performing the delivery or service and if these obstacles are not only temporary, the Seller shall be entitled to withdraw from the contract.

(3) Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is Flonheim.

(4) Sellers shall select the shipping and packaging method at their discretion taking into account their duties.

Only at the Customer's express request shall shipments be insured, at the Customer's expense, against theft, fire, breakage, water damage, and transport damage, or against other insurable risks.

(5) Risk shall pass to the Customer at the latest upon delivery of the Goods to the shipping company, carrier, or third party in charge of the shipment. This shall also apply to partial deliveries. In the event of a delayed delivery or handover due to circumstances attributable to the Customer, risk shall pass to the Customer from the day on which the Goods are ready for shipment of which the Seller has notified the Customer.

(6) A return associated with the refund of purchase price and / or shipping costs is excluded.

### § 5 Warranty

(1) The warranty extends for one year.

(2) The delivered Goods are to be closely inspected immediately after delivery.

With respect to obvious defects or other

defects that would have become apparent upon immediate, close inspection, they shall be deemed approved by the Customer if the Seller does not receive a letter of complaint within 7 working days after delivery of the Goods. With regard to other defects, the Goods shall be deemed to have been approved by the Customer if the Seller does not receive a letter of complaint within 7 working days from the time at which the defect became apparent; however, when the defect was apparent to the Customer at an earlier time during regular use, this earlier time shall be decisive for the commencement of the deadline for the letter of complaint. At the request of the Seller, the rejected goods shall be returned to the Seller.

(3) If the Goods fail, the Seller shall be initially obliged and entitled, at the Seller's discretion, to repair or to replace them. In the event of failure, i.e. the impossibility, unreasonableness, refusal or undue delay of the repair or replacement, the Customer shall be able to resign from the Agreement or reduce the purchase price by a fair amount.

(4) The Warranty shall be null and void if the Customer modifies the Goods or has them modified by a third party without the Seller's consent, making the repair of the defects impossible or exceedingly difficult. In any case, the Customer shall bear the additional costs of the repair of the defects resulting from the modification.

## **§ 6 Liability for indemnity due to fault**

(1) The Seller's liability for indemnity, regardless of the legal basis, in particular for impossibility, default, defective or incorrect delivery, breach of Agreement, breach of obligations during agreement negotiations, and for tort, shall be limited as follows, insofar as fault is involved in each case:

(2) Sellers shall not be liable for a slight degree of negligence of their organs, legal representatives, employees, or other auxiliary persons, insofar as the issue does not concern the breach of contractual obligations essential to the Agreement. Contractual obligations essential to the Agreement include the obligation of delivery on time, Goods free from defects that would impair the operation or usability more than insignificantly, as well as duties of advice, protection, and care that allow Customers to use the Goods in accordance to the Agreement or that intend to protect life or limb of the Customers' staff or to protect their property from serious damage.

(3) Insofar as the Seller is liable for indemnity in principle, said liability is limited to damages that the Seller has foreseen as possible consequence of a breach of the Agreement at the time of the Agreement conclusion or should have foreseen when exercising with due care. Incidental and consequential damages, resulting from defects of the Goods, are eligible for compensation solely insofar as such damages are typically foreseeable when using the Goods in accordance with their intended purpose.

(4) In the event of liability for a slight degree of negligence, the Seller's obligation to compensate for damage to property and further financial loss arising therefrom is limited to an amount of 3 million euros per occurrence of damage, even in the event of the breach of contractual obligations essential to the Agreement.

(5) The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees, and other auxiliary persons of the Seller.

(6) Insofar as the Seller provides technical information or consultation that is not part

of the services as agreed in the Agreement, such information or consulting services will be provided free of charge and subject to the exclusion of any liability.

(7) Limitations of liability of the Seller shall not apply for wilful acts of misconduct, warranted characteristics, injury to life, limb or health, or according to the product liability act.

## **§ 7 Final provisions**

(1) The court of competent jurisdiction in respect of any dispute arising from the business relationship between the Seller and the Customer shall be, at the Seller's discretion, Flonheim or the Customer's headquarters. Flonheim shall be the exclusive court of competent jurisdiction for suits against the Seller. Legal provisions that shall be compulsory concerning exclusive courts of competent jurisdiction shall remain unaffected by this regulation.

(2) The business relationship between the Seller and the Customer are governed solely by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(3) Insofar as an Agreement or these GTC contain legal loopholes, those legally effective provisions shall be deemed agreed to close these loopholes that the contracting parties would have agreed in accordance with the economic objectives of the Agreement and the purpose of these GTC if they had been aware of this legal loophole.

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