

1. Scope

1.1 These General Terms and Conditions of Purchase ("Terms") apply exclusively to all contracts regarding the purchase or order of goods, services or work by BIOTRONIK SE & Co. KG and its affiliates within the meaning of Section 15 ff. of the German Stock Corporation Act (*Aktiengesetz – AktG*) (hereinafter "BIOTRONIK"); BIOTRONIK does not recognize any terms and conditions of the supplier which conflict with or deviate from these Terms, unless BIOTRONIK has explicitly consented to such terms and conditions in writing. These Terms even apply if BIOTRONIK takes delivery of the goods without reservation while being aware of terms and conditions conflicting with or deviating from these Terms. These Terms also apply to all future transactions even if made without referring to the Terms again.

1.2 These Terms only apply towards entrepreneurs (*Unternehmer*) in accordance with Section 14 in conjunction with Section 310(1) of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

2. Offer and Conclusion of Contract

2.1 All offers made by the supplier will be free of charge to BIOTRONIK and binding for the seller. The supplier's offer shall explicitly match our request in terms of quantity and quality; in case of deviations, the supplier shall explicitly advise us accordingly.

2.2 Orders are binding for BIOTRONIK only if placed in writing, by fax or by e-mail. Any agreements, ancillary agreements or changes made orally or over the phone have to be confirmed by us in writing in order to be binding.

2.3 The supplier shall confirm in writing (*Textform*) any order placed by us which the supplier intends to accept. If we do not receive the order confirmation within 10 days of the supplier's receipt of the order, we will not be bound by the order anymore.

2.4 We do not recognize any order confirmation deviating from our order even if we have not explicitly objected to it in writing.

3. Prices and Payment

3.1 The price stated in the order is binding and, unless otherwise agreed, encompasses free delivery including packaging and VAT as applicable from time to time. A return of packaging requires a separate agreement.

3.2 Invoices can be processed by BIOTRONIK only if they contain the order number stated in the relevant order. The supplier will be responsible for any consequences resulting from a failure to comply with this obligation unless the supplier furnishes proof that it is not responsible for such consequences.

3.3 Unless otherwise agreed, payment will be made by us at our discretion within 60 days net without discount or within 30 days with a discount of 3%, provided that there are no complaints on our part regarding the delivery/performance.

3.4 BIOTRONIK is fully entitled to the rights of set-off and retention and the defence of non-performance of the contract as provided by law. BIOTRONIK is entitled to assign any and all claims arising from the order without the supplier's prior consent.

3.5 The supplier is entitled to set off based on its own claims only if and to the extent that its counterclaims have been finally established, are undisputed or have been acknowledged by us. A right of retention may be exercised by the supplier only where its counterclaim is based on the same contractual relationship; the retention of tools which are our property is governed by clause 8.4 below.

The supplier is not entitled to assign its claims against BIOTRONIK to any third party without the prior written consent of BIOTRONIK.

4. Time and Place of Delivery

4.1 The delivery periods and dates stated in our order are agreed in a binding manner, unless the supplier has explicitly objected to such periods or dates in writing (*Textform*) or we have agreed other dates with the supplier in writing. If we did not state any delivery dates in our order, the delivery dates stated by the supplier are binding. For meeting the delivery date or the delivery period, the date of receipt of the goods at the place of use specified by us in the order or, if formal acceptance is required, the point in time when formal acceptance has successfully taken place, shall be decisive.

4.2 The supplier shall inform BIOTRONIK without undue delay in writing of any imminent or actual failure to meet a delivery date, stating the reasons for such failure and the expected duration of the delay. This does not affect the occurrence of default in delivery.

4.3 In the event of default in delivery BIOTRONIK is fully entitled to the rights and claims provided by law. BIOTRONIK is in particular entitled to damages in lieu of performance after a reasonable period for subsequent performance has expired without success. If BIOTRONIK demands damages, the supplier has the right to furnish proof to BIOTRONIK that the supplier is not responsible for the breach of duty. Acceptance without reservation of a delayed delivery or performance shall not constitute a waiver of any claim for compensation which may exist due to the delay.

4.4 Partial delivery is not permitted without the express prior consent of BIOTRONIK in writing which may not be unreasonably withheld.

4.5 The supplier is obliged to state the exact BIOTRONIK order number on all shipping documents and delivery notes. If the supplier fails to do so, BIOTRONIK shall not be responsible for any delays in processing resulting from such failure.

4.6 Due to constructional reasons, deliveries shall be made only by vehicles with an admissible total weight of 7.5 tons maximum. Deviations from this principle shall be discussed promptly with BIOTRONIK and require the prior written approval of BIOTRONIK.

In the event of delivery of pallet goods delivering vehicles shall be equipped with a lifting ramp. The dimensions of these pallets generally comply with the size of euro-pallets 1200 mm x 800 mm x 144 mm (length x width x height) which can be lifted from each side by a floor conveyer. In this case, the total weight - including the packaging - must not exceed 2,000 kg per pallet.

The incoming goods department is open Mon-Thu 7:30 am - 3:30 pm and Fri 7:30 am - 3:00 pm. For **deliveries of palleted goods** notifications must be sent at least 2 days before the delivery date. Contact:

1. **wa_wmk1@biotronik.de** (deliveries to: BIOTRONIK SE & Co. KG, **Woermannkehre 1**, 12359 Berlin, Germany)

2. **wa_bal1618@biotronik.de** (deliveries to: BIOTRONIK SE & Co. KG, **Ballinstr. 16-18**, 12359 Berlin, Germany)

This does not apply to regular deliveries (e.g. raw and operating materials).

The supplier understands and acknowledges that deliveries which do not meet the above specifications may be refused by BIOTRONIK. Costs resulting from a rejection must be paid by the supplier.

5. Passing of Risk/Title

5.1 The risk of accidental loss or destruction or accidental deterioration of the goods passes to BIOTRONIK only upon proper and full delivery free of charge at the delivery address specified in the order.

5.2 Title to the goods delivered passes to us upon delivery of the goods, at the latest. BIOTRONIK does not accept any prolonged or extended reservation of title on the part of the supplier.

6. Warranty and Liability

6.1 The supplier's warranty and liability is governed by the statutory provisions unless explicitly otherwise provided for in these Terms or in a written agreement between BIOTRONIK and the supplier.

6.2 The supplier shall ensure that any and all items delivered by it and all services provided by it are state of the art and in line with the relevant legal provisions and regulations and standards of public authorities, trade associations and professional associations.

The above duties also apply accordingly with respect to compliance with all technical data and quality standards stated in our orders, drawings and/or delivery specifications. These, in addition to the state of the art and the abovementioned legal provisions and regulations and standards of public authorities, trade associations and professional associations, determine the expected quality of the performance to be rendered by the supplier.

If we have made no deviating agreements with the supplier with respect to the expected quality of the products, the supplier's product specifications (e.g. in catalogues) shall be deemed to have been agreed as minimum specifications.

6.3 As regards the duties of BIOTRONIK to inspect the goods for defects and to notify any defects, the separate provisions of the quality assurance agreement between the supplier and BIOTRONIK apply. If such a quality assurance agreement has not been concluded, BIOTRONIK will inspect the goods within a reasonable period of time for deviations in quantity or quality, provided that such inspection is feasible in the circumstances prevailing in the ordinary course of business. A notification is timely if the supplier receives it within five working days from the receipt of the goods or, for latent defects, from discovery.

6.4 All defects of the goods delivered/service performed which are notified during the warranty period shall be remedied by the supplier upon request without undue delay and free of charge at the discretion of BIOTRONIK either by new delivery of the defective products or by subsequent improvement. In doing so, the supplier shall also bear the expenses required for subsequent performance (including costs of transport, infrastructure, labour and materials).

If the defective item has been integrated into or affixed to another item in accordance with its nature and intended use, the supplier is also obliged in subsequent performance to reimburse the expenses required to remove the defective items or to integrate or affix the improved items or the delivered items free of defects. The provisions of Sections 439(4), 445a, 475 of the German Civil Code shall not be affected hereby. Any further statutory claims or rights, in particular the right to rescind or to reduce the purchase price and/or claims for damages shall not be affected hereby.

6.5 If the supplier fails to meet its warranty obligation within a reasonable period fixed by BIOTRONIK, we can take the measures required ourselves, or instruct a third party to take such measures, at the supplier's expense and risk, notwithstanding the supplier's warranty obligation, unless the supplier is not responsible for such failure of subsequent performance. In urgent cases, BIOTRONIK can, after consultation with the seller, immediately make subsequent improvement itself, or instruct a third party to do so, at the supplier's expense. In the interest of timely performance vis-à-vis our customers, BIOTRONIK can remedy minor defects itself without prior consultation, without the seller's warranty obligation being affected thereby. The same applies in case of a risk of unusually high damage.

6.6 Where BIOTRONIK is held liable by a third party due to a defect of the product delivered by the supplier, the supplier shall indemnify us from all resulting claims. In addition, we are entitled to demand from the supplier compensation of the damage incurred, including reasonable legal costs, unless the supplier is not responsible for such damage. In addition, the supplier shall indemnify us for any and all costs and losses incurred as a result of the execution of a product recall provided that such recall is appropriate at our due discretion in the interest of our customers or to protect uninvolved third parties. The supplier shall reimburse us for the costs of such recall even after expiry of the warranty period if we execute the recall due to a governmental order or to prevent danger to life and limb of product users or uninvolved third parties.

6.7 The warranty period is 36 months unless we have explicitly agreed a different warranty period with the supplier in writing or a longer warranty period is prescribed by law for the product to be supplied by the seller. The warranty period begins to run no earlier than on delivery of the goods to BIOTRONIK or to a third party designated by us at our specified place of receipt or use. Where a formal acceptance is required, the warranty period begins to run on the date of formal acceptance indicated in our statement of acceptance. The warranty periods for delivered parts are extended by such period for which the defective item cannot be used in accordance with its intended purpose due to the defect. In case of subsequent performance, the original warranty period newly begins to run for the parts replaced or newly delivered.

6.8 The supplier is not entitled to modify the item to be delivered after the conclusion of the contract or during the delivery period without our express written agreement. This also applies to the slightest changes and even if the specifications, measures, analyses, recipes, manufacturing procedures, etc. specifically required by us remain unchanged. Changes to the product to be delivered by the supplier are permitted only after we have stated our written consent. If the supplier culpably fails to comply with this obligation, the supplier shall pay any and all costs caused to us or a third party as a result of this breach of duty, e.g. due to subsequent inspections, opinions, additional calculations, subsequent treatment, substitute deliveries, etc.

6.9 The supplier will take out appropriate insurance with regard to any and all risks which may arise as a result of the delivery of defective products (i.e. maintain in particular product liability).

ity and product recall insurance with sufficient cover). The deductibles under such product liability and product recall insurance may not exceed € 0.5m. If so requested by BIOTRONIK, the supplier shall furnish adequate proof of such insurance.

7. Property Rights

7.1 The supplier warrants that no third-party rights are infringed in connection with its delivery.

The supplier in particular warrants that the items delivered are free of any rights of third parties and that delivery of the goods or their use in accordance with the contract, including in combination or together with other items, infringes no patents or other property rights of third parties within the Federal Republic of Germany or the European Union. The above obligation also applies accordingly to such countries of which the supplier knew on conclusion of a contract that BIOTRONIK was to transport the items there.

7.2 If BIOTRONIK is held liable by a third-party in this connection, the supplier shall indemnify BIOTRONIK from such claims at BIOTRONIK's first written request.

7.3 The supplier's obligation to indemnify BIOTRONIK also covers all expenses reasonably made by BIOTRONIK as a result of or in connection with being held liable by a third party, as far as the supplier does not furnish proof that it is not responsible for the breach of duty giving rise to the infringement of a property right.

7.4 These indemnification claims are subject to the limitation period stated in clause 6.7 above.

8. Goods Provided/Tools Made Available by BIOTRONIK

8.1 The supplier shall inspect any goods provided by us upon their delivery by us or by our upstream suppliers without undue delay and, if a defect becomes apparent, notify us of such defect without undue delay. If such a defect becomes apparent at a later point in time, the notification has to be given without undue delay after discovery. If the supplier fails to meet these obligations, the supplier shall indemnify us for any and all damage resulting (e.g. due to the loss of warranty claims against our upstream suppliers). Furthermore, in the event of a breach of the inspection and notification duties referred to above, the supplier will be liable to us for faults in the product delivered to us by the supplier even where such faults are due to defects in the goods provided by us.

8.2 The supplier shall mark the goods provided by us as our property and keep them separately from other products so that the goods provided by us can be identified beyond doubt as our property for the entire duration of storage and – where this is technically feasible and can be reasonably expected from the supplier – even during processing. The supplier will be liable to us for any loss of or damage to items provided by us. The supplier shall insure the goods provided by us at least at market value against damage from fire, water, theft or similar damage at its own expense. The supplier shall inform us without undue delay of any legal or actual impairment of items provided by us.

8.3 The materials provided by us will be worked and processed in connection with the execution of our order and remain our property in the working and processing stage. It is agreed that we acquire co-ownership of any products manufactured by means of the materials or parts provided by us in the ratio between the value of the goods provided and the value of the overall product. The same applies if our property is lost as a result of mixing or blending.

8.4 Any tools or other manufacturing equipment made available to the seller to manufacture the goods to be delivered to us remain our property. If tools or other manufacturing equipment specifically required for manufacturing the parts to be delivered to us are manufactured or bought by the seller wholly or partially at our expense, such tools or equipment will pass into our possession and become our property upon payment by us. In this respect it is agreed that the seller shall hold the tools and manufacturing equipment as a borrower on our behalf. The seller is not entitled to any right of retention in this regard. The tools and other manufacturing equipment which are our property shall be marked as our property in an appropriate and clearly visible manner. The seller shall insure them at its own expense against damage from fire, water, theft and similar damage at replacement value. The seller hereby assigns to us any and all compensation claims under such insurance; we hereby accept the assignment. The seller shall inform us without undue delay of any legal or actual impairment of any tools or other manufacturing equipment made available by us.

8.5 The supplier shall use the tools and other manufacturing equipment referred to in clause 8.4 only for manufacturing the goods ordered by us. They may be scrapped or made available to any third party only after obtaining our prior written consent.

8.6 The supplier shall handle and store the tools and other manufacturing equipment referred to in clause 8.4 with due care. The supplier shall also ensure proper care, maintenance and servicing at its own expense.

9. Confidentiality, Drawings, Documents

BIOTRONIK reserves title and copyright to all images, drawings, calculations and other documents and information. They shall be treated as strictly confidential and may not be disclosed to any third party. Disclosure to a third party requires BIOTRONIK's explicit prior consent in writing. They shall be used only for the production based on BIOTRONIK's order; after completion of the order, they shall be returned to BIOTRONIK without a separate request being required. This confidentiality obligation continues to apply even after completion of this contract; it ceases to apply when and to the extent that the manufacturing know-how contained in the images, drawings, calculations and other documents provided has become common knowledge.

10. Export/Import Regulations, Foreign Trade Data

10.1 Any proof of origin requested by BIOTRONIK will be provided by the seller without undue delay, including all information required. The same applies accordingly to VAT certificates for deliveries abroad and within the European Union.

10.2 For each delivery of goods, the supplier shall transmit the following foreign trade data to BIOTRONIK either on the delivery note or in the invoice:

- country of origin
- statistical product number (HS Code)
- classification numbers:
 - for Germany/EU (export list/no. in accordance with Annex I of the EC Dual-Use Regulation)
 - if the goods are subject to the US (Re-) Export Administration Regulations: ECCN as per EAR/ITAR
 - if applicable, other national identification

This duty to provide information continues to apply to the seller even after the end of the business relations in case of changes in law.

10.3 The supplier guarantees to comply with the provisions relating to the "secure supply chain" as in particular expressed in Council Regulations (EC) 2580/2001 and 881/2002. This in particular means that the seller shall ensure that goods to be produced, stored or made available for transport are produced or kept only in secure business premises, that the transport is secure and that the goods are protected against unauthorized access and that the staff handling such goods have been trained accordingly. Any business partners of the supplier involved in this connection will also be informed by the supplier of the duties existing in this respect.

10.4 The supplier undertakes to comply with all applicable export and import regulations and any related embargo regulations, embargos and sanctions. The seller ensures for this purpose by means of appropriate organizational measures that EU regulations and, where applicable, the corresponding US regulations are observed.

11. Jurisdiction, Place of Performance, Choice of Law

11.1 If the supplier is a merchant (*Kaufmann*), the place of jurisdiction is at BIOTRONIK's place of business; however, BIOTRONIK is also entitled to sue the supplier in any court having jurisdiction at the supplier's place of business.

11.2 Unless otherwise specified in the order, the place of performance is BIOTRONIK's place of business.

11.3 If any provision of these Terms is or becomes invalid, the invalid provision shall be replaced by such valid provision which is as close as possible to the economic purpose. The invalidity of one provision does not lead to the invalidity of the entire Terms.

11.4 German law applies with the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods).

NOTE

The personal data of the supplier or its employees will be processed electronically for the purposes of proper completion of the contractual relations. For further information on the handling of such data, please refer to the Privacy Statement available on www.biotronik.com.

Berlin, February 2019

The BIOTRONIK group companies