

TERMS AND CONDITIONS.

§ 1 Scope

(1) These Terms and Conditions apply only to companies or legal persons under public law. They do not apply to consumers.

(2) The Terms and Conditions shall apply in particular to all contracts concerning the sale and/or delivery of our products. Unless otherwise agreed, the Terms and Conditions shall apply in the version that was applicable at the time of the customer's order or, in any event, in the last version in written format provided to the customer and shall also apply as a framework agreement for similar future contracts without the necessity to refer to them in each individual case. Special Terms and Conditions apply to repairs; these are available at <https://www.storz-bickel.com/de/legal>.

(3) Our Terms and Conditions shall apply exclusively. Any deviating, opposing or supplementary Terms and Conditions of the customer shall not apply unless we explicitly agree to them, even if we make unconditional deliveries to the customer, despite having knowledge of such Terms and Conditions of the customer. Subsidiary agreements, supplements and special agreements require our written consent.

§ 2 Offer and contract conclusion

(1) Our offers are subject to change and non-binding.

(2) Any order of our products by the customer is considered a binding contract offer. Unless a specific term of acceptance has specifically been agreed upon, we are authorized to accept purchase orders or orders within 3 weeks of receipt.

(3) Performance specifications for our products (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as depictions of the same (e.g. drawings and pictures) are only indicative as far as their applicability for the contractually intended purpose does not require an exact match. They do not constitute guaranteed quality features, but are descriptions or identification indicators of the delivery. Deviations customary in the trade and deviations due to statutory provisions or that represent technical improvements, and substitutions of structural components by equivalent parts are allowed, as far as they do not affect the intended purpose under the contract.

§ 3 Special conditions for the sale of medical devices

(1) STORZ & BICKEL shall grant to Distributor the selling rights for the medical products MIGHTY MEDIC, MIGHTY+ MEDIC and the VOLCANO MEDIC 2 as well as their accessories and spare parts. The contractually defined area is the country to which Storz & Bickel delivers the products. The products are not to

be sold in countries outside of the contractual territory, as well as not on online marketplaces, including, but not limited to, eBay and Amazon.

(2) Distributor will distribute the Products in the original packaging provided by STORZ & BICKEL and will not modify the Products before placing them on the market.

(3) The Distributor is responsible for registering, if required, as a Distributor with the national authority for medical devices in accordance with country-specific regulations.

(4) The Distributor is required to be proactive in monitoring post-production performance of the products. This includes gathering positive and negative feedback gained from market experience and clinical use. The Distributor shall monitor the market in the Contractual Territory and provide STORZ & BICKEL with information about liability issues regarding the Products in the Contractual Territory, including, but not limited to, product liability, customer complaints, product recalls, accidents, and related issues. The Distributor has the obligation to report once a year, upon request, the results of his market surveillance activities to STORZ & BICKEL.

(5) The Distributor is required to inform STORZ & BICKEL immediately through www.vapormed.com/safety, if being notified about an incident where a user has injured himself/ herself while using a S&B device or an incident which might lead to an injury. Examples of such cases can be: Electrical shock due to touchable voltage guiding part. Burns while touching damaged or molten plastic parts. Cuts from damaged housing parts, and similar reasons.

(6) STORZ & BICKEL is responsible for managing all warranty cases and repair or service requests. If a service, repair or warranty request arises, the user should initiate a Return Merchandise Authorization (RMA) process directly with Storz & Bickel's service team by setting up a customer account at <http://www.vapormed.com>. Alternatively, the pharmacy or distributor can set up an account and handle the repair or services requests with STORZ & BICKEL.

(7) The Distributor shall maintain a directory of serial numbers of the sold Products, as well as customer details such as name, email address, physical address and phone number, in order to facilitate recalls and other notifications to customers. These records are not to be erased until a minimum of 10 years after the end of service of the product in question.

(8) Medical devices underlie strict advertising, sales, and marketing regulations. The Distributor hereby agrees to obey to the regulations specific to the country or territory of his distribution.

(9) Distributor agrees to enter into appropriate agreements with any sub-distributors, to ensure that the sub-distributors also comply with the obligations set forth in this section.

§ 4 Delivery and delay in delivery, partial delivery

(1) Unless a fixed-date transaction or other special binding delivery times and dates have been agreed to in written format, information provided by us with respect to times and target dates is always non-binding. Any delivery times and dates commence when we send our order confirmation. Any agreed to delivery date is fulfilled if our products leave our warehouse at the agreed to date or have been announced as ready for shipment. If we do not meet the agreed upon delivery date, delay in delivery shall only apply after expiry of a reasonable extension, granted by the customer in writing, of at least two weeks.

(2) If the failure to meet the delivery times and dates is a result of force majeure or other events that could not be foreseen at the time when the contract was concluded and that are not our responsibility, the agreed delivery times and dates - even within a delay period - shall be reasonably extended. This shall also apply if these circumstances occur with our suppliers, sub-suppliers or subcontractors. We

will inform the customer as fast as possible when force majeure occurs and when it has been resolved. If the obstruction takes longer than three (3) months or if it has been determined that it will take longer than three (3) months, each party may withdraw from the contract. The right of each party to terminate the contract for an important reason in the event of long-lasting force majeure shall remain unaffected. Damages that are caused by force majeure are not to be replaced.

(3) We are authorized to make partial deliveries within the agreed delivery times and dates.

§ 5 Delivery, transfer of risk

(1) Unless otherwise agreed, our products are delivered EXW (pursuant to Incoterms 2020) from our warehouse in Tuttlingen, Germany, which is also the place of fulfillment for the delivery and any subsequent performance. Upon customer's request and cost, our products will be shipped to a different destination (sale by dispatch). Unless otherwise agreed upon, we have the right to determine the type of shipping (in particular the transportation company, dispatch route, packaging).

(2) The risks of coincidental destruction and coincidental deterioration of the products are transferred to the customer no later than upon transfer to the customer. In the case of sale by dispatch, the risk of coincidental destruction and coincidental deterioration of the products and the risk of delay are transferred to the customer as soon as the delivery is consigned to the carrier, forwarding agent or other third party commissioned with the shipping.

§ 6 Prices and payment terms

(1) Unless otherwise agreed, the prices that were valid at the time when the contract was concluded for the scope of delivery specified in the order confirmations shall apply. Our prices are in euros net ex stock (EXW pursuant to Incoterms 2020) plus statutory value added tax.

(2) In the case of sale by dispatch, the customer shall bear the transportation costs ex stock and the costs of any transportation insurance that the customer may be requesting. Any customs duties, fees, taxes and other public dues are also the customer's responsibility.

(3) If the agreed prices are based on our catalog prices, changes to our catalog prices entitle us to an appropriate price change if more than 4 months have passed between the contract conclusion and the delivery.

(4) Unless agreed otherwise in individual cases, we always only deliver against prepayment. If purchase on account has been agreed to, our invoices are due strictly net within even (7) business days from the invoice date.

(5) Pursuant to Section 247 Para 1 of the German Civil Code (BGB), in the event of delayed payments we shall charge interest on arrears in the amount of 9 percentage points above the respective base interest rate without any further reminder. We reserve the right to assert further claims.

(6) Offsetting with customer's counterclaims or withholding payments due to such claims is only allowed to the extent that these counterclaims are undisputed and legally established or are based on the same order under which the corresponding delivery was made.

(7) Should reasonable doubts arise after acceptance of orders as to the customer's ability to pay or if invoices that are due are not paid or any granted payment term is exceeded, pursuant to the statutory

provisions on refusal of performance, we are entitled to withdraw from the contract, if applicable after setting a deadline.

§ 7 Reservation of Ownership

(1) Until full payment of all claims against the customer at the current date or that we will be entitled to in the future, including all account balance claims from the business relationship, we reserve the right of ownership of the delivery items.

(2) As long as the title has not been transferred to the customer, the customer is obligated to treat the products that are subject to the retention of title with due care.

(3) The customer may use products that are subject to retention of title and process them in the course of regular business and sell them as long as the customer is not in default of payment. However, the customer may not pledge or assign as security any products under retention of title. In the event of attachment of the products that are subject to retention of title by third parties or other interventions by third parties prior to transfer of ownership, the customer must inform the third party of our ownership and immediately notify us in writing.

(4) In the event of resale of any products subject to retention of title, the customer already now assigns as security all payment requests arising from the resale against customer's clients to the full extent, and in the case of co-ownership of the customer of the products subject to the retention of title, the corresponding co-ownership share. The same applies to customer's claims with respect to products under the retention of title that are the result of a different legal reason against customer's clients or third parties (in particular claims due to unlawful acts and claims for insurance payments) and including all balance claims from outstanding accounts. We hereby accept these assignments.

The customer may collect these claims that are assigned to us on its account in its name as long as we do not revoke this authorization. This shall not affect our right to collect these claims ourselves. However, we will not assert the claims and will not revoke the aforementioned authorization to collect the claims as long as the customer properly fulfills its payment obligations.

However, if the customer violates the contract, in particular if the customer defaults on the payment of a payment request, we shall be entitled to demand that the customer discloses the assigned claims and corresponding debtors, informs each respective debtor of the assignment, surrenders all documents to us and provides us with any information that we require for asserting the claim.

(5) If the realizable value of securities exceeds our claims by more than 10%, then at the request of the customer, we shall release securities of our choice.

(6) If, with respect to deliveries to other countries, mandatory legal provisions of the respective country do not honor a retention of title as defined by this paragraph, the format provided for in such country is not compatible or a retention of title provision in such country is not associated with the same security effect as in the Federal Republic of Germany, the customer hereby grants us security interest equal to the retention of title in this Paragraph (e.g., by means of a confirmed and irrevocable letter of credit). For this purpose, the customer is obligated to participate in all measures that are required to immediately provide us with the corresponding effective and enforceable security interest.

§ 8 Warranty

(1) Unless longer periods are compulsory by law, the warranty period is twelve (12) months as of the delivery.

(2) The delivery items must be thoroughly inspected immediately upon delivery to the customer or a third party appointed by the customer. The products shall be deemed as accepted by the customer with respect to apparent defects if we have not received a written notice of defects within seven (7) business days after delivery. With respect to hidden defects, the delivery items are deemed as accepted by the customer if the notice of defect has not been received by us within seven (7) business days after the date when the defect was apparent, however no later than twelve (12) months after transfer of risk. Negotiations regarding a complaint do not constitute a waiver of the objection of a late, insufficient or unjustified notice of defect.

Upon our request, a rejected delivery item shall be returned to us free of carriage charges. If the notice of defect is justified, we shall reimburse the costs of the lowest priced shipping method; this shall not apply if the costs are increased due to the delivery item being located at a different location to the location of intended use.

(3) In the event of timely and justified material defects we are obligated and entitled, at our choice, to subsequent improvement or substitute delivery. The customer must grant us sufficient time and opportunity to carry out any seemingly necessary improvements or substitute deliveries. Otherwise, we are exempt from liability for any consequential results. Should the subsequent improvement or delivery fail, i.e. it is not possible, not reasonable, it is refused or due to an unreasonable delay of the subsequent improvement, the customer is entitled to withdraw from the contract or appropriately reduce the purchase price. Rights arising from material defects are only applicable if the products exhibit a material defect at the time of transfer of risk. Unless material defects are our fault, rights arising from material defects are not applicable in the case of inappropriate or improper use, faulty installation or putting into operation by the customer or third parties, wear and tear, incorrect or negligent treatment or use, disregard of the operating instructions and inappropriate operating supplies. In addition, wear parts such as in particular Batteries, Balloons, Cooling Units, Charging Cables and adapters, Filling Chamber (Volcano), Tube, Screens, Dosing Capsule, accessories included with the devices, e.g., herb mill, filling aid, brush and other parts that are particularly affected by wear and tear are excluded from the warranty.

(4) With respect to damages due to deficiency of products or consequential damages caused by a defect, including loss of use, we shall be liable only within the limits outlined in Section 9.

§ 9 Liability

(1) We are liable pursuant to the provisions of the German Product Liability Act as well as in cases of failure or impossibility that we are responsible for. In addition, in the case of a specifically expressed guarantee, we shall be liable for intentional and grossly negligent violations of duty and any injuries to life, body or health that we are responsible for. For property damages and financial loss due to ordinary negligence, we shall be responsible only in the event of violation of material contractual obligations (so-called cardinal obligations), i.e. an obligation, fulfillment of which allows contract performance in the first place and compliance with which the customer normally relies on and may rely on, however, limited to the foreseeable damage typical for the contract. In any other case, our liability is excluded.

(2) The extent that our liability is excluded or restricted also applies to the personal liability of our employees, legal representatives and vicarious agents.

§ 10 Data protection information

We hereby inform the customer that we collect, process and use the customer's personal data, which we have received in connection with our business relationship, to the extent necessary for fulfilling the

contract and allowed within the framework of the Data Protection Regulation. The legal basis for storing the data is Article 6 Para 1 (b) GDPR. For further details on the processing of personal data, please see our Data Privacy Declaration at (<https://www.storz-bickel.com/de/privacy>).

§ 11 Applicable Law

(1) The laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply exclusively for these Terms and Conditions and the contractual relationship between us and the customer.

(2) The place of jurisdiction and fulfillment for any dispute directly or indirectly arising from the contract relationship is our place of business in 78532 Tuttlingen, (Federal Republic of Germany). However, we are also authorized in all cases to take legal action at the customer's general place of jurisdiction. Statutory provisions that take precedence, in particular with respect to exclusive jurisdictions, remain unaffected.

§ 12 Precedence of the German version of the Terms and Conditions

These Terms and Conditions are made available on our homepage in several languages. We specifically point out that exclusively the [German Terms and Conditions](#) are relevant for any legal effects. Please take note of the precedence of the German Terms and Conditions, especially in the event of deviations between the different language versions, as well as in any other cases of doubt.

§ 13 Severability Clause

If any provision herein is found to be invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid or unenforceable provision shall be replaced with a valid and enforceable provision which comes closest to the intended purpose of the invalid and unenforceable provision. This also applies to any gaps or omissions in this contract.