COMPRESSANA GmbH
General Terms and Conditions of Business

We supply all our products according to the following agreements:

1. Area of application and general conditions

These Terms and Conditions of Supply apply to all business transactions of COMPRESSANA GmbH (hereinafter called the "Supplier") with the purchaser even if they are not mentioned during later agreements. They also apply if the purchaser refers to his terms and conditions of business, particularly at the time the order is placed. Deviations from the Supplier's Terms and Conditions of Sale require the express written acknowledgement of the Supplier.

2. Supply agreements

(1) All deliveries are made at the purchaser's risk provided that the latter is not a consumer (§13 of the German Civil Code (Bürgerliches Gesetzbuch)). The Supplier will select the delivery method, route and packaging at his own discretion. Deliveries will be made as promptly as possible. Information on delivery times are not binding unless agreed in writing to be binding. Readiness for despatch is deemed to be compliance with the delivery time.

(2) Deliveries will be delayed either completely or partially in the event of force majeure (which is deemed to be circumstances and events which cannot be avoided by the diligence of a prudent company management), actions taken in the course of industrial disputes, in particular strikes and lock-outs as well as the occurrence of unforeseen hindrances lying outside the will of the Supplier, e.g. interruption of operations or delays in the delivery of essential materials. This also applies if the circumstances affect subcontractors. The delivery time is extended in line with the duration of the actions and hindrances of this nature. The above-mentioned circumstances are not the Supplier's responsibility even if they arise during an already-existing delay. In important cases the Supplier will inform the purchaser as quickly as possible about the beginning and end of hindrances of this nature.

(3) Descriptions and images are not binding. We reserve the right to make changes to designs or shapes due to improvements in technology or legal requirements during the period between order and delivery, provided that the delivery item is not materially altered and the alterations are reasonable for the purchaser.

(4) Deliveries inside Germany or Austria are free of delivery costs and postage if the total net value of the order is EUR 60.00 or more after all deductions. A flat-rate delivery fee inside Germany or Austria of EUR 4,50 will be charged on all orders of a value below EUR 60.00. Partial deliveries made at the Supplier's option will be free of delivery charges. Increases in costs over which we have no influence may result in a change in the figures specified.

(5) **Delivery costs will not be charged on made to measure medical compression stockings for deliveries inside Germany or Austria.**

(6) If the purchaser withdraws without justification from an order he has placed, the Supplier, notwithstanding his option of claiming a greater loss, may demand 25% of the purchase price for the costs arising from processing the order and for lost profit. The purchaser is at liberty to prove a lesser loss.

(7) **The minimum order value of EUR 10.00**. The minimum number of items in an order is 3 items. These 3 items may be composed of different articles. We will also supply peripheral product lines (sizes/colours) on a case by case basis without any quantity restriction. **There is no quantity restriction on medical compression products, devices, software and decorative material.**

3. Prices and terms and conditions of payment

All prices are in Euros. Unless otherwise agreed, the prices are ex works excluding freight, customs duties, import fees and packaging. Value Added Tax imposed by law must be added. All invoices are due for payment net **45 days** from invoice date. You may make use of the following prompt payment discounts if you pay within the payment period:

3% prompt payment discount for payments within 10 days
2% prompt payment discount for payments within 30 days
4% for payments made by Sepa direct debit*

Subject to claims for additional losses, interest will be charged on late payments at the debit interest rate customary among banks but at least 5% over the relevant base rate pursuant to § 1 of the German Discount Rate Transition Act (Diskontsatzüberleitungsgesetz). In the event of payment default and legitimate doubt about the ability to pay or creditworthiness of the purchaser, the Supplier, – without prejudice to other rights – is entitled to demand securities or prepayment for outstanding deliveries and to demand immediate payment of all accounts receivable from the business relationship. If the purchaser is a businessman, a legal entity under public law or a special fund established under public law, such a person or entity is only entitled to off-set or retain uncontested debts or debts judged to be final and absolute.

4. Warranty

The purchaser must check goods on delivery for defects involving attributes or the intended purpose without delay otherwise the goods are deemed to have been approved. Rejections will only be considered if they are notified in writing within 8 days of receipt of the goods and proof is enclosed; concealed defects must be notified after their discovery but **not later than 12 months** from receipt of the goods. The warranty obligations of the Supplier are restricted at the Supplier's option to delivery of a replacement, cancellation of the sale, price reduction or rectification. If the Supplier is unable to rectify a defect which is subject to his warranty obligation, or if further attempts at rectification are unreasonable for the purchaser, the latter may demand cancellation of the sale or a price reduction in lieu of rectification. Goods subject to a complaint may only be returned with the Supplier's express agreement. For reasons of hygiene the Supplier can only accept goods that have been laundered. Liability of the Supplier for compensation for contractual, quasi-contractual, tortious or other reasons in law are excluded; this does not apply if it involves loss of life, bodily injury or impairment of health due to a negligent breach of an obligation on the part of the Supplier or an intentional or negligent breach of an obligation of the Supplier's vicarious agent, or if the loss or damage is due to the intentional of grossly negligent breach of an obligation by the Supplier or his vicarious agent, or to the breach of an obligation which is material for the attainment of the purpose of the contract. In the latter case and in the event of ordinary negligence, liability is restricted to compensation for loss or damage which is foreseeable and typical of the contract.

5. Return, revision of the product range and exchange

Agreements on returns and exchanges are possible exclusively for stockings and other articles eligible for return on initial and stock replenishment orders and must be confirmed in writing. This applies for a maximum period of 12 months from receipt of the goods. There is no obligation to take the relevant goods back. The Supplier retains the right at all times to refuse return or exchange of the goods.

For reasons of hygiene, only items which have not been worn, are in perfect condition, in their original packaging and in a saleable condition are eligible for return. In the event of returns, COMPRESSANA's returns slip must be used and the invoice number and date of the original delivery must be indicated. **Returns for which postage has not been paid or sent carriage forward cannot be accepted**. **Made to measure goods and special designs, fashion colours, OTC goods, cosmetic articles and accessories cannot be returned**. Goods purchased via the pharmaceutical wholesale trade must be returned directly to the relevant wholesaler.

6. Retention of title

Goods which have been sold remain the Supplier's property until debts owed to the Supplier arising from the business relationship with the purchaser have been paid in full. However, the purchaser is entitled to dispose of the purchased goods in the normal course of business. In the event of conduct in breach of contract by the purchaser, particularly late payment, the Supplier is entitled to take back the goods after giving notice and the purchaser is obliged to surrender the goods. The assertion by the Supplier of retention of title and the attachment of stocks already delivered are not deemed to be withdrawal from the contract provided that the provisions of the German Consumer Credit Act (Verbraucherkreditgesetz) do not apply or this was expressly stated in writing. The purchaser hereby assigns the entirety of the debts due from third parties arising from the onward sale of the goods after supply as security to the Supplier irrespective of whether the items that were delivered were sold to third parties before or after processing. However, in spite of this assignment the purchaser remains authorised to collect the debt. The entitlement of the Supplier himself to collect the debt remains unaffected

by the above. However, the Supplier undertakes not to collect the debt for so long as the purchaser complies with his payment obligations and does not pay late. However, if this is the case, the Supplier may require that the purchaser discloses the debts that have been assigned and the relevant debtors, provides all information necessary for the collection of the debt, surrenders the relevant documents and informs the debtor (the third party) of the assignment. The purchaser may neither pledge the goods that were delivered nor assign them by way of security. The purchaser must inform the Supplier immediately in the event of attachment, distraint or other dispositions by third parties and place all information and documents at the Supplier's disposal needed for the purpose of safeguarding his rights. Bailiffs and third parties must be informed of the Supplier's goods subject to retention of title. If the value of the securities exceeds the debts owed to the Supplier by more than 20%, the Suppler, if so requested by the purchaser, will release securities at his option to this extent.

7. Provisions in respect of Regulation (EU) 2017/745

(1) **Role of the Supplier and purchaser**

In the area of application of our Terms and Conditions of Supply, the Supplier holds the position of a manufacturer as defined in Article 2, Number 30 of the Regulation (EU) 2017/745 and the purchaser holds the position of a distributor as defined in Article 2, Number 34 of the Regulation (EU) 2017/745.

(2) **Obligations of distributors**

The purchaser undertakes to comply with the obligations of distributors incumbent upon him by reason of Article 14 of the Regulation (EU) 2017/745.

(3) **Traceability**

The purchaser and the Supplier will cooperate to ensure the traceability of the goods. Pursuant to Article 25, Paragraph 2 of the Regulation (EU) 2017/745, for a period of ten (10) years after he sold the last item of goods, the purchaser undertakes to ensure he will be in a position at any time to provide the relevant authority with information about the entity from which he purchased the goods and to whom he passed the goods. In this respect the purchaser undertakes to establish a process which is suitable for the provision if this information and to document the process as required by Point 7.5.9 ISO 13485:2016 or the respective current version of ISO 13485..

At the end of the specified ten (10) years the purchaser undertakes to surrender the documentation needed for the provision of this information to the Supplier or to dispose of this documentation in a proper manner. The purchaser undertakes to comply with the obligations set out in Clause 7.3 if he discontinues operations before the end of the specified ten (10) years or if insolvency proceedings are opened against him.

(4) **Acceptance and documentation of knowledge and experience and other information about the goods**

The purchaser undertakes to record all knowledge and experience about the goods including observable trends and all complaints or reports he receives about alleged incidents in connection with the goods and to archive this documentation for a period of ten (10) years. In this respect the purchaser undertakes to establish a process suitable for the receipt of such knowledge and experience, complaints or reports about the goods and for recording the above, and to keep such records up to date.

After the end of the specified ten (10) years the purchaser undertakes to surrender to the Supplier the documentation relating to the knowledge and experience about the goods, including the observable trends and all complaints or reports, or to dispose of them properly, upon written request by the supplier.

The purchaser undertakes to comply with the obligations set out in Clause 7.4 if he discontinues operations before the end of the specified ten (10) years or if insolvency proceedings are opened against him..

(5) **Disclosure of knowledge and experience and other information to the Supplier**

The purchaser undertakes to disclose to the Supplier all knowledge and experience about the goods including observable trends and all complaints or reports he receives about alleged incidents in connection with the goods without delay, or to an office nominated by the Supplier. The information must be disclosed to COMPRESSANA in writing (see the address below). In the event of alleged serious incidents as defined by Article 2, Number 64 of the Regulation (EU) 2017/745, the information must be disclosed by phone, fax or email in advance of other written form (see address and phone number below).

(6) **Advertising**

The Supplier will place all materials for promoting the goods (e.g. texts, descriptions, trademarks, images and other symbols) at the disposal of the purchaser in so far as the purchaser promotes the goods. When promoting the goods, the purchaser undertakes to use only the materials provided by the Supplier in the promotions.

8. Data protection policy

Data avoidance and data minimisation are the best data protection. If you provide personal data, first check which data items are absolutely necessary. As far as possible the necessary personal data should be communicated only in an anonymised, unidentifiable form. We process personal data exclusively on the basis of the provisions of law. How and for what purpose we process and use your personal data, as well as your rights as a data subject and your means of lodging complaints can be seen on request or by downloading *https://www.compressana.de/datenschutzhinweise_compressana* our data protection policy for purchasers, potential purchasers, suppliers, staff and applicants.

Certain items of data including the IP address of the persons visiting our website are processed via our website. You will find details in the Data Protection Statement in the relevant on-line offers of COMPRESSANA, e.g.

https://www.compressana.de/de/datenschutzerklaerung.html

In the event of legitimate interest and if so requested, an order processing agreement can be concluded as a supplement in accordance with the GDPR along with the attachments required by law as an integral part of the contract.

9. Place of jurisdiction and separability clause

In the event of all disputes arising from this contractual relationship, the place of jurisdiction and place of performance is Regensburg if the purchaser is a registered trader, a legal entity under public law or a special fund established under public law; the Supplier is also entitled to bring an action at the purchaser's head office. German law applies exclusively but with the exclusion of laws about the international purchase of moveable goods, including if the purchaser's head office is outside Germany. If one of the above provisions or sections should be or become invalid, the validity of the remaining provisions remains unaffected thereby.

10. Security in the supply chain

The Supplier declares that

(1) Goods produced, stored, transported, delivered to or taken over by the Purchaser on behalf of the Purchaser
- are produced and stored at safe production sites and treated or processed and loaded at safe transshipment locations,
- during production, storage, treatment or processing, loading and transport are protected against unauthorized access,

(2) the personnel employed for the production, storage, handling or processing, loading, transportation and taking over of such goods is reliable,

(3) other business partners acting on its behalf are informed, that they must also take measures to secure the above-mentioned supply chain.

Amendments and errors excepted. Version: February 2026

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