

DKN Pflege GmbH

General Terms and Conditions of Purchase (the 'Terms and Conditions of Purchase')

of

DKN Pflege GmbH (the "Buyer")

(as at September 2026)

1. Scope

- 1.1 These Terms and Conditions of Purchase apply to all business relationships between the seller (the "Supplier") and the Buyer relating to the purchase of goods.
- 1.2 These Terms and Conditions of Purchase apply exclusively. Any deviating, conflicting or supplementary terms and conditions of the Supplier shall only be binding if the Buyer agrees to them in writing. These Terms and Conditions of Purchase shall also apply if the Buyer accepts the Supplier's performance without reservation whilst being aware of deviating terms and conditions.
- 1.3 Individual agreements made with the Supplier on a case-by-case basis (including ancillary agreements, additions and amendments) shall take precedence over these Terms and Conditions of Purchase. However, the content of such agreements shall be governed by a written contract or the Buyer's written confirmation. All legally relevant declarations and notifications, such as the setting of deadlines, reminders, and declarations of withdrawal or termination by the Supplier, must be in writing.
- 1.4 These Terms and Conditions of Purchase apply exclusively to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.5 These Terms and Conditions of Purchase shall also apply to future transactions with the Supplier, even if they are not expressly agreed upon again.

2. Conclusion of Contract, Offers and Quotations

- 2.1 The Supplier is required to confirm in writing every order placed by the Buyer within 3 working days of receipt. If such confirmation is not provided within the aforementioned period, the Buyer shall no longer be bound by its order. A late confirmation by the Supplier shall be deemed a new offer and requires acceptance by the Buyer.
- 2.2 All offers and quotations from the Supplier shall be prepared at the Supplier's own expense.
- 2.3 By accepting the order, the Supplier confirms that it has taken note of the Buyer's terms and conditions.

3. Prices, Invoices and Payments

- 3.1 The price stated in the order is a fixed price. It includes all services provided by the Supplier, in particular packaging, transport costs, insurance premiums, customs duties and any excise duties.
- 3.2 Prices must be quoted exclusive of statutory value added tax. This must be shown separately.
- 3.3 Payment shall be made within 30 days of proper delivery to the place of performance and receipt of a verifiable invoice. If the Buyer makes payment within

14 calendar days, the Supplier shall grant a 3 per cent discount on the net amount of the invoice; if the Buyer makes payment within 21 calendar days, the Supplier shall grant a 2 per cent discount on the net amount of the invoice. Discount periods commence upon receipt of the invoice.

- 3.4 The Buyer shall not be liable for interest on majority (*Fälligkeitszinsen*). The statutory provisions shall apply in the event of late payment.

- 3.5 The Buyer is entitled to rights of set-off and retention, as well as the defence of non-performance of the contract, to the extent provided for by law.

4. Delivery and transfer of risk

- 4.1 Delivery shall generally be made duty paid (DDP (destination as per order) Incoterms 2020), unless otherwise agreed. The place of performance for services requiring acceptance shall generally be the Buyer's registered office. The transfer of risk shall then take place upon acceptance.

- 4.2 A delivery note must be enclosed with the delivery, stating the date (of issue and dispatch), the contents of the delivery (item number and quantity) and the Buyer's order reference (date and number). In addition, each delivery must be accompanied by complete batch documentation containing at least the following information: (i) batch number(s) / lot number(s), (ii) date of manufacture and best-before date, (iii) country of manufacture and manufacturer. The Supplier undertakes to retain all documents required for batch traceability for a period of at least ten (10) years following the respective delivery and to make them available to the Buyer upon request. If the delivery note is missing or incomplete, the Buyer shall not be held responsible for any resulting delays in processing and payment.

- 4.3 The agreed delivery date is binding.

- 4.4 The Supplier is obliged to inform the Buyer immediately in writing if it becomes apparent to the Supplier that the deadline for performance cannot be met.

- 4.5 If the Supplier exceeds the agreed delivery date, the Buyer shall also be entitled to a contractual penalty amounting to 0.3 per cent of the net order value per day, up to a maximum of 5 per cent of the net order value, unless the Supplier is not at fault for the delay. The Buyer retains the right to the contractual penalty even if they do not reserve this right upon acceptance of performance. Any further rights of the Buyer in the event of default, in particular claims for damages, remain unaffected. The forfeited contractual penalty shall be set off against any further claims for damages to which the Buyer is entitled against the Supplier as a result of the default.

5. Packaging; placing the products on the market

- 5.1 Goods delivered must be packaged by the Supplier in such a way as to prevent damage during transport. The packaging material used must be environmentally friendly and must only be used to the extent necessary. Ownership of the packaging shall pass to the Buyer. At the Buyer's request, the Supplier shall take back the packaging or the Buyer shall dispose of the packaging at the Supplier's expense.

- 5.2 The Supplier shall provide the Buyer with all data

necessary for the fulfilment of obligations under the Packaging Act (*Verpackungsgesetz*), in particular material types and packaging weights, in a complete and accurate manner. Any changes must be notified immediately. The Supplier shall be liable for the accuracy of the information and shall indemnify the Buyer against claims by third parties insofar as these are based on incorrect or incomplete information provided by the Supplier.

- 5.3 The Supplier declares that it complies with all statutory provisions and obligations associated with the placing of the products on the market. This includes, in particular, the obligations under the Packaging Act (*Verpackungsgesetz*) as well as all other relevant product-related legal requirements. Upon request, the Supplier shall provide appropriate evidence.

6. Retention of title, set-off and rights of retention

- 6.1 Ownership of the delivered goods shall pass to the Buyer upon handover. The agreement of a simple, extended or prolonged retention of title by the Supplier is hereby excluded. In any event, the Buyer shall be entitled, without further ado and in particular without requiring authorisation or giving notice, to process the delivered goods or to dispose of them in any other manner.
- 6.2 The Supplier is only entitled to set off claims that are undisputed or have been established by a final and binding judgement. The same applies to the Supplier's right of retention. Furthermore, the Supplier's rights of retention are excluded insofar as they do not arise from the same contractual relationship.
- 6.3 Any assignment by the Supplier to third parties of rights or claims arising from or in connection with this contractual relationship is only permitted with the prior express written consent of the Buyer.

7. Warranty, liability, Supplier's right of recourse and other breaches of performance

- 7.1 The Supplier must provide its services free from material defects and defects of right and title, in accordance with the agreed quality specifications and in accordance with the legal provisions applicable to both the Supplier and the Buyer at the time, as well as the current state of science and technology. In any event, the product descriptions which – in particular by virtue of their designation or reference in the order – form part of the relevant contract or have been incorporated into the contract shall be deemed to constitute an agreement on the quality. It makes no difference whether the product description originates from the Buyer, the Supplier or the manufacturer.
- 7.2 In principle, the statutory provisions governing defective performance shall apply.
- 7.3 The place of performance for subsequent performance is the respective place of delivery of the goods (obligation to deliver).
- 7.4 The Buyer is also entitled to remedy the defect themselves at the Supplier's expense if the Supplier fails to fulfil their obligation to remedy the defect within a reasonable period set by the Buyer, if a request for the Supplier to remedy the defect is unreasonable for the Buyer, or if there is imminent

danger (*Gefahr im Verzug*). The Buyer may demand an advance payment from the Supplier to cover the costs necessary to remedy the defect.

- 7.5 The limitation period for the Buyer's claims arising from defects is 36 months from the transfer of risk, unless the law provides for a longer limitation period. The limitation period is suspended for the period between the Buyer's notice of defect and the rectification of the defect.

- 7.6 Any further claims by the Buyer remain unaffected.

8. Incoming inspections

- 8.1 The Buyer is only obliged to carry out an inspection of the goods on receipt with regard to obvious defects, completeness and the identity of the goods delivered. A notice of defect shall under no circumstances result in any restriction of the Buyer's rights.
- 8.2 The Supplier waives the right to object on the grounds of a late notice of defects, provided that the defects are not obvious or initially detectable by inspection.

9. Documents, confidentiality

- 9.1 The Buyer reserves the ownership rights and copyright to all documents provided within the framework of the business relationship, regardless of their form. The Supplier may use these solely for the purposes of the business relationship. They must not be made available to third parties without the Supplier's written consent. Upon termination of the business relationship or as soon as the documents are no longer required, they must be returned without being asked or destroyed with the Buyer's consent.
- 9.2 The Supplier is obliged to maintain the confidentiality of all commercial, operational or technical matters that come to its attention in connection with the business relationship, even after the end of the business relationship, insofar as such information has not become generally known or the Buyer has waived confidentiality in writing. These obligations are of indefinite duration.
- 9.3 The Supplier may only refer to the business relationship with the Buyer's written consent.
- 9.4 Where a separate confidentiality agreement between the Supplier and the Buyer applies, the provisions thereof shall take precedence over this Clause 9.

10. Property Rights

- 10.1 Subject to the provisions of this clause, the Supplier warrants that the products supplied by it do not infringe any third-party intellectual property rights in countries of the European Union or other countries in which the Supplier manufactures the products or has them manufactured. The Supplier is obliged to indemnify the Buyer against all claims brought by third parties against the Buyer on account of such an infringement of industrial property rights, and to reimburse all necessary expenses incurred in connection with such a claim. This shall not apply where the Supplier proves that it is not responsible for the infringement of industrial property rights and that, had it exercised due commercial care, it would not have been aware of the infringement at the time of delivery.

- 10.2 Any further statutory claims arising from legal defects in the products delivered to the Buyer remain unaffected.

11. Product liability

- 11.1 The Supplier warrants that the products supplied to the Buyer comply with all laws, regulatory requirements, technical norms and standards applicable in Germany, where the products are to be placed on the market (aforementioned laws, requirements, norms and standards collectively referred to as "**Product Requirements**"). The Product Requirements include, amongst other things, all requirements relating to product safety, testing and labelling, accompanying information, as well as requirements concerning environmental protection and the handling of substances/chemicals.
- 11.2 The Supplier is obliged to provide the Buyer, unsolicited, with the following documents in full prior to or, at the latest, upon the first delivery, and to ensure that they remain up to date throughout the entire duration of the business relationship: (i) EU Declaration(s) of Conformity, (ii) valid CE certificates including the relevant standards on which they are based, (iii) safety data sheets (where applicable), (iv) proof of registration in the GKV Medical Aids Register (*GKV-Hilfsmittelverzeichnis*) or the Care Aids Register (*Pflegehilfsmittelverzeichnis*) (where required for the products supplied). The Supplier is obliged to inform the Buyer immediately, but at the latest within five (5) working days, of any revocation, amendment or expiry of the aforementioned certificates and evidence.
- 11.3 The Supplier shall indemnify the Buyer against any claims by third parties for damages, costs, expenses and other losses resulting from breaches of product requirements, insofar as the cause lies within the Supplier's sphere of control and organisation and the Supplier is itself liable in its dealings with third parties.
- 11.4 To the extent of the indemnity obligation under Clause 11.3, the Supplier shall also be obliged to reimburse the Buyer for any expenses and damages arising from a breach of Product Requirements, including costs for product recalls and warnings. The Buyer shall, as far as possible and reasonable, inform the Supplier of the content and scope of such measures and give the Supplier the opportunity to comment.
- 11.5 The Supplier must maintain adequate business and product liability insurance with a minimum sum insured of EUR 5 million per claim and shall provide evidence of this at the Buyer's request.
- 11.6 Any further claims by the Buyer remain unaffected.

12. Compliance

- 12.1 The Supplier is obliged to act in accordance with the legal provisions applicable to it, in particular the provisions on data protection, competition law, the Packaging Act, and the regulations on combating corruption and money laundering.
- 12.2 If there is reasonable suspicion or it is established that the Supplier has breached the legal provisions applicable to them, the Buyer shall be entitled to withdraw from the contract or terminate it if the Buyer can no longer reasonably be expected to continue with the contract. Any other rights of the Buyer, in

particular to compensation, remain unaffected.

13. Place of jurisdiction, governing law

- 13.1 All legal relationships between the Supplier and the Buyer shall be governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 13.2 The place of jurisdiction for all claims arising from the business relationship is Düsseldorf.

14. Severability clause

Should any provision of these Terms and Conditions of Purchase or any other agreements be or become wholly or partially invalid or unenforceable, or should any gap be found therein, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid or missing clause with a valid one that most closely approximates the economic purpose of the invalid clause.