

§ 1 Applicability, conclusion of contract, form

- Any of the Seller's deliveries, services and quotations are based on these General Terms of Sale and Delivery. They are part of all contracts the Seller concludes with its contractual partners ("Buyers") for the deliveries and services offered by the Seller.
- The General Terms of Sale and Delivery apply only if the Buyer is an entrepreneur (Sec. 420 of the law No. 89/2012 Sb., civil code, as amended [the "Czech Civil Code" or "CC"]), a legal entity of public law or a public-law investment fund.
- The General Terms of Sale and Delivery apply in particular to contracts on the sale and/or delivery of movable items ("Products"), regardless of whether the Seller manufactures the Product by itself or procures it from suppliers. Unless agreed otherwise, these GTC S&D shall apply as a framework agreement in the version valid at the time of the order and they shall also apply to future contracts of the same kind, without requiring the Seller's repeated reference to them in each individual case.
- The General Terms of Sale and Delivery apply exclusively. Deviating or opposing and general terms of the Buyer shall only become part of the contract if and insofar as the Seller has expressly agreed in to their applicability. This requirement of the agreement concluded by the Seller shall apply in all cases, even if the Seller performs the delivery to the Buyer unconditionally, whereas in knowledge of the Buyer's opposing terms or terms deviating from the GTC S&D.
- The sales contract, including these General Terms of Sale and Delivery, coming into effect regularly by the Seller's order confirmation, shall be solely decisive for the legal relationships between the Buyer and the Seller. Verbal assurances prior to the conclusion of the sales contract and subsequent additions, modifications and side agreements shall become binding only upon the Seller's written confirmation.
- Individual agreements made by the Seller in the specific case with the Buyer in writing (including side agreements, additions and changes), also if they are made after the sales contract is concluded, shall take precedence over these GTC S&D in all cases. Subject to proof of the contrary, the contract in writing or the Seller's confirmation in writing shall be decisive for the content of such agreements.
- Declarations and notifications of the Buyer (e.g., setting of deadlines, notice of defects, withdrawal or reduction), which are relevant in legal terms and relate to the contract, shall be submitted in writing. Statutory provisions on form and further verifications, in particular, in cases of doubt as to the legitimation of the party giving the declarations, shall remain unaffected.
- Notices as to the applicability of statutory regulations shall have only clarifying meaning. Therefore, the statutory provisions shall apply, even without such a clarification, unless they are directly modified or expressly excluded in these GTC S&D.

§ 2 Offer and offer documents

- The Seller's offers are subject to change and shall be non-binding unless they are marked explicitly as being binding or if they contain a certain acceptance period.
- The Seller reserves all property and copyrights on illustrations, drawings and other documents made available to the Buyer. Such documents must not be passed on to third parties without the Seller's explicit agreement and they must be returned to the Seller immediately on request.
- Insofar as information about the Product to be delivered become part of the contract, this information shall contain an assurance, guarantee of properties and condition, warranty of durability or other guarantee only to the extent that the Seller expressly extends such guarantee or assurance. The granting of an assurance or guarantee shall be effective only with the Seller's explicit confirmation.
- The Seller's sales force employees shall be authorised to represent the Seller only if and insofar as the Seller has issued them a written power of attorney.
- The Buyer's order of the Product shall be regarded as a binding declaration to conclude a contract. Unless the stated otherwise in the order, the Seller shall have the right to accept this declaration to conclude the contract within two weeks after he has received the declaration (acceptance period). The Buyer shall be bound by its declaration for the duration of the acceptance period. The Seller shall declare its acceptance by its order confirmation or by delivery of the Products to the Buyer.

§ 3 Prices and terms of payment

- The prices quoted in the Seller's order confirmation or invoice, even if they differ from the offer, shall apply to all supply agreements. If the agreed prices are based on the Seller's list prices and if the delivery is to be made in accordance with the contract only four months after the Seller's order confirmation, the list prices effective on delivery shall apply, subject to an explicit agreement stating otherwise. All prices are understood in EURO ex-works, Uherské Hradiště, Sokolovská 573, Czech Republic, "EXW" (Incoterms® 2020), excluding freight, insurance, customs duties, fees and other public charges, and also excluding the statutory value added tax. The Buyer is obligated in case of deliveries in international sales that are exempt from the value added tax to confirm to the Seller the receipt of the Product at the agreed place of delivery.
- A minimum order value of EUR 100 product value applies in general. Costs for postage and packaging are not included in the price of the Product value. If the minimum order value is not reached, the Seller has the right to add a logistics surcharge of EUR 25 (net).
- The Seller's prices apply only to the scope of delivery and service listed in the order confirmation. Excess or special services shall be charged separately.
- Unless agreed otherwise in writing, all invoices shall become due on the 5th day from the invoice date without deductions. In case of default of payment, the statutory provisions shall apply. The Seller reserves claiming further default damages. The Seller's claim for the default interest rate remains unaffected (Sec. 1802 CC).

- The Seller may invoice part deliveries, which it is allowed to make, upon each delivery.
- If a due invoice amount is not paid in spite of two payment reminders, the Seller shall call all still outstanding invoices, for which it has granted a payment target date, due immediately.
- The Buyer shall have rights of set-off or withholding only if its counterclaims have been established by a court as final and absolute or if they are acknowledged by the Seller in writing. In the event of defects of the Seller's delivery, the Buyer's counter claims shall remain unaffected.
- The Buyer may exercise a right of withholding only to the extent that its counter claim is based on the same contractual relationship and additionally established by a court as final and absolute, and it is uncontested and acknowledged by the Seller in writing.
- If it becomes anticipatable upon the conclusion of the contract that the Seller's claim for the purchase price payment is at risk due to the Buyer's absent ability to pay, the Seller shall have the right to perform still outstanding deliveries only against prepayment or provision of a security deposit. Moreover, the Seller shall have the right to withdraw from the contract pursuant to the statutory provisions on the refusal of performance and – if applicable, after setting a deadline (Sec. 1912 CC). The Seller may declare withdrawal from contracts for the supply of Products that it manufactures according to special requirements of the Buyer (special design) with immediate effect; the statutory provisions on the dispensability of setting the deadline remain unaffected.

§ 4 Delivery, transport insurance

- Deliveries will be made ex-works, Uherské Hradiště, Sokolovská 573, Czech Republic, "EXW" (Incoterms® 2020).
- The Seller shall be authorised at all times to make part deliveries and partial performances, unless agreed otherwise.
- If a patent suit of a third party is threatened or already pending in court or regulatory requirements or comparable good causes, e.g. quality defects arisen during production, might compromise the conformity of Products, the Seller shall have the right to interrupt or entirely stop the supply for good cause. In that case, the Buyer may withdraw from its order for cause without observation of a notice period. Damage compensation claims of the Buyer for reason of withdrawal are excluded. The Seller shall refund instalment or advance payments immediately for Products not delivered in consequence of the withdrawal.
- The Seller has the right, whereas no obligation, to insure deliveries in the name and for the account of the Buyer. In the event of transport damages, the Buyer shall immediately initiate a damage survey by the competent bodies and inform the Seller.

§ 5 Delivery period, delivery delay, return shipment

- Periods and dates for deliveries and services contained in the Seller's offers or the order confirmation always apply merely as approximate information unless a fixed period or a fixed date has been expressly assured or agreed.
- For sales ex-works, the delivery periods shall be deemed observed if the Seller makes the Products available to the Buyer within the delivery period or on the delivery date at its premises. If shipment of the Products has been agreed, the delivery periods and dates refer to the date of the handover to the carrier, freight forwarder or other third party contracted for the transport. The risk of accidental loss and accidental deterioration of the Products shall transfer to the Buyer on the handover to the Buyer or the transport company.
- If the Buyer is in delay of acceptance, fails to perform its actions in cooperation or if the delivery is delayed for other reasons at the Buyer's fault, the Seller shall be entitled to demand compensation for the loss incurred for this reason, including any additional expenses (e.g. warehousing costs). For compensation of these claims, the Seller will charge the Buyer a flat compensation fee of EUR 20.00 per calendar day, starting on the delivery deadline or, in absence of such, on the notification of the readiness for shipment. Proof of a higher loss and the Seller's statutory claims (in particular, for the refund of additional expenses, appropriate compensation, and termination) shall remain unaffected; however, the lump sum shall be deducted from further monetary claims. It shall remain reserved for the Buyer to prove that no loss at all or only a much lower loss than the aforementioned lump sum has been incurred by the Seller.
- If the Seller cannot keep the binding delivery deadlines for reasons outside of its responsibility (unavailability of service), it shall inform the Buyer of this immediately and simultaneously indicate the expected new delivery period/s or date/s. In the event of temporary obstructions, the delivery and performance periods shall be extended or postponed, also independently from its notification of an expected new delivery period or date, by the period of the obstruction plus an appropriate lead-time. If the service is not available within the new delivery period either, it shall be entitled to fully or partly withdraw from the contract; any consideration already paid by the Buyer shall be refunded by the Seller without delay. Deemed a case of the unavailability of the service in this sense is in particular belated supply to the Seller by its subcontractors (in particular, for materials and energy), if it has concluded a congruent covering transaction, or if neither the subcontractor nor the Seller are at fault, or if it has no procurement obligation in the specific case.
- The Seller shall not be liable for delays in the delivery and delivery outages, insofar as these are caused by force majeure or other events not predictable on the date of the signing of the contract. This shall apply regardless of whether these obstructions occurred at the Seller's end or at the upstream supplier. On these conditions, the Seller shall not be liable, in particular, in the event of strikes and legitimate lockout, measures by authorities including such that are based on measures for protection against infectious diseases or otherwise resulting from epidemics or pandemics, difficulties in the procurement of necessary approvals from authorities and other regulatory restrictions, which have not been ordered by authorities but by an enterprise to which tasks of authorities have been delegated (named entities), and which are involved in the Seller's production and supply chain by operation of law.

6. The occurrence of the Seller's delay of delivery is determined according to the statutory provisions. However, a warning from the Buyer shall be required in any case. If the Seller is delayed with the delivery, the Buyer may demand a lump-sum compensation for its default damage. The lump-sum damage compensation for each full calendar week of delay shall be 0.5% of the net price (delivery value), whereas in total at most 5% of the delivery value of the Products delivered late. It shall remain reserved for the Seller to prove that no loss or only a much lower loss than the aforementioned lump sum has been incurred by the Buyer.
7. The Buyer's rights under § 8 of these GTC S&D and the Seller's statutory rights, in particular, in the event of an exclusion of the performance obligation (e.g. due to impossibility or unreasonableness of the performance and/or subsequent fulfilment) shall remain unaffected.
8. The Seller shall accept return shipments from the Buyer for reasons not at the Seller's fault only upon prior agreement in writing. In these cases, the Seller shall be entitled to charge up to 30% of the price of the Product to cover the costs incurred by it and, if applicable, offset them against the Buyer's claim for the refund of the purchase price. Special designs, opened packages and otherwise no longer resalable Products are excluded from returns. The freight costs for returns shall be borne by the Buyer in all cases.

§ 6 Reservation of title

1. The Seller reserves the titles to the Products sold by it up until the complete payment of all of its present and future claims under the sales contract and in a current business relationship (secured claims).
2. The Products subject to the reservation of title may be neither pledged nor transferred by way of security to third parties before the complete payment of the secured claims. The Buyer shall inform the Seller in writing without delay if it has been filed for the opening of insolvency proceedings or third parties take control over the Products in the Seller's ownership (e.g. attachments).
3. In the event of any actions by the Buyer contrary to the contract, in particular, in case of non-payment of the due purchase price, the Seller shall have the right to withdraw from the contract pursuant to the statutory provisions and/or demand the surrender of the Product on the basis of the reservation of title. The demand for surrender does not simultaneously include the declaration of withdrawal; the Seller is instead entitled to merely demand the surrender of the Products and reserve withdrawal. If the Buyer does not pay the due purchase price, the Seller may claim these rights only if it has previously set an appropriate deadline for payment without success or if such setting of a deadline can be omitted in accordance with the statutory provisions.
4. Until revocation according to lit. c) below, the Buyer shall be permitted to resell and/or process the Products subject to the reservation of title in the course of ordinary business. In that case, the following provisions apply in addition.
 - a. The reservation of title shall also cover products in their full value, which are created in result of processing, mixing or combination with Products and of which the Seller is regarded as the manufacturer. If the property right of third parties remains unaffected from any processing, mixing or combination with the products of these third parties, the Seller shall acquire the co-ownership at the same rate as the invoiced values of the processed, mixed or combined products. For the rest, what applies to the product created shall also apply to the products delivered under the reservation of title.
 - b. As security, the Buyer assigns to the Seller on this day already the claims against third parties opposing the resale of Products or the Product in full or in the amount of the Seller's presumed co-ownership share according to the previous paragraph. The Seller hereby accepts the assignment. The Buyer's duties specified in para. 2 shall also apply in consideration of the assigned claims.
 - c. The Buyer shall remain authorised to collect the receivables besides the Seller. The Seller undertakes not to collect the receivables for as long as the Buyer fulfils its payment obligations to the Seller and its ability to pay is not impaired, and the Seller does not claim the reservation of title by exercise of one of the rights according to para. 3. If this is the case, however, the Seller may demand that the Buyer disclose the assigned receivables and their debtors, provide all information required for collection, surrender the related documents, and inform the debtors (third parties) of the assignment. Furthermore, the Seller shall be entitled in this case to revoke the Buyer's authorisation for resale and processing of the Products subject to the reservation of title.
 - d. If the realisable value of the securities exceeds the Seller's receivables by more than 10%, the Seller shall be obligated on the Buyer's request to release securities at the Seller's choice.

§ 7 Liability for defects

1. Unless determined otherwise hereinbelow, the statutory provisions apply to the Buyer's rights in the case of property defects and defects of title (including incorrect or short delivery). Claims arising from supplier recourse shall be excluded if the defective Product has been processed further by the Buyer or another entrepreneur, e.g. by installation into another product.
2. The Seller's liability for defects is foremost based on the agreements made regarding the properties and condition of the Product. All Product descriptions and manufacturer specifications that are part of the individual contract or published by the Seller (in particular, in catalogues or on its homepage) at the time of the conclusion of the contract shall be deemed agreements on the properties and condition of the Product.
3. Insofar as nothing has been agreed regarding properties and condition, whether or not a defect is present shall be evaluated pursuant to the statutory provisions (Sec. 2099 CC). However, the Seller does not accept any liability for the public statements by third parties or by the Seller (e.g. promotional statements), which have not been identified to it as being decisive for the purchase by the Buyer.

4. The Seller shall generally not be liable for defects the Buyer knows or gross negligently fails to know on the conclusion of the contract (Sec. 2103 CC). The Buyer's defect liability rights require that it has fulfilled its statutory duties of inspection and notification of defects (Sec. 2112 CC). An inspection shall be carried out directly before the processing in all cases for implants and Products otherwise intended for further processing. If a defect becomes apparent on delivery, in the inspection or at any later point in time, the Seller shall be informed thereof in writing without delay. Obvious defects shall be notified in any case within 3 workdays from delivery and defects not detectable in the inspection shall be notified in writing within the same period from discovery. If the Buyer fails to carry out the proper inspection and/or give the notice of defects, the Seller's liability for the defect not notified or not on time, or not notified in the correct manner shall be excluded pursuant to the statutory provisions.
5. The Seller hereby excludes its liability for defects (if any) arisen as a result of:
 - a. the absence of patent or other proprietary rights of third parties,
 - b. natural disaster, wilful damage or another external event not caused by the Seller,
 - c. transport, storage, usage or other handling with the goods contrary to the relevant documentation provided by the Seller or the Seller's oral or written instructions and if there are none, then contrary to good trade practice regarding the same,
 - d. unprofessional or unjustified intervention, incorrect maintenance, location in an unsuitable environment or mechanical damage,
 - e. defects of operational software,
 - f. adjustments of the Products carried out by the Seller following any instruction or specification supplied by the Customer.
 - g. any other cases when the liability for defects is excluded under the "Czech Civil Code".
6. If the delivered object is defective, the Seller may initially choose between subsequent performance by repair of the defect (reworking) or by delivery of an object without defects after fulfillment (replacement delivery). The Seller's right to refuse subsequent performance on the legal conditions remains unaffected.
7. The Seller shall be entitled to make the owed subsequent performance contingent on the Buyer's payment of the due purchase price. The Buyer shall be entitled, however, to withhold an appropriate part of the purchase price in proportion to the defect.
8. The Buyer shall give the Seller sufficient time and opportunity to perform the owed subsequent performance, in particular hand over the complained Product for testing purposes. In the event of a replacement delivery, the Buyer shall return the defective object to the Seller in accordance with the statutory provisions.
9. The expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, work and material costs and, if applicable, deinstallation and installation costs shall be borne or refunded by the Seller in accordance with the statutory provision if a defect is in fact present. Otherwise, the Seller can demand compensation from the Buyer for the costs arising from the unjustified request for the correction of defects (in particular the costs for inspection and transport), unless the missing defectiveness was undetectable to the Buyer.
10. The Buyer shall not have a right to correct the defect on its own even in urgent cases, e.g. if there is a risk to operating safety, or so as to avert disproportionate damages. The Buyer shall inform the Seller immediately of the urgency of the rectification of the defect.
11. If the subsequent performance fails or if an appropriate period to be set by the Buyer for the subsequent performance has passed unsuccessfully, or if such a deadline can be omitted pursuant to the statutory provisions, the Buyer may withdraw from the sales contract or reduce the purchase price. However, no right of withdrawal shall apply in the event of a minor defect.
12. Claims of the Buyer for damage compensation or the refund of useless expenses, including in cases of defects, shall apply exclusively in accordance with § 8 and be excluded for the rest.

§ 8 Further liability

1. Unless stated otherwise in these GTC S&D including the following provisions, the Seller shall be liable for a breach of contractual and non-contractual duties pursuant to the statutory provisions.
2. The Seller shall not be liable for damages having been caused by use of the Products contrary to the intended use, absent care, improper use and handling.
3. The Seller shall be liable for damage compensation – regardless of the legal reason – within the scope of the liability for fault in cases of intent and gross negligence. Subject to statutory liability limitations (e.g. care applied to own matters, minor breach of duty), the Seller shall be liable for simple negligence, only
 - a. for damages resulting from the injury to life, body or health;
 - b. for damages arising from the breach of an essential contractual duty (duty the fulfilment of which enables the correct performance of the contract in the first place and the fulfilment of which the contractual partner regularly relies upon and may rightly rely upon); in this case, the Seller's liability, however, shall be limited only to the predictable, typically occurring, direct damage.
4. The Seller hereby excludes its liability for consequential damage from defects. The Seller shall not be liable, in particular, for costs of prior marketing (e.g. customer acquisition, print media, personnel, etc.), initial costs of any kind, loss of profits, loss of business, loss of contracts, anticipated savings, goodwill revenue or penalties imposed on the third party or any other special, indirect or consequential loss whatsoever incurred by the Buyer.
5. The liability limitations resulting from para. 3 and 4 shall also apply in relation to third parties and in cases of breaches of duty by persons (also in their favour) for whose fault the Seller is accountable pursuant to the statutory provisions. This shall not apply, insofar as the Seller has fraudulently concealed a defect or given assurance for the Product's properties and conditions, nor to claims of the Buyer pursuant to the product liability provisions of the Czech Civil Code.

6. The Buyer may withdraw from or terminate the contract on grounds of a breach of duty only if the Seller is responsible for the breach of duty. A discretionary right of the Buyer to terminate the contract is excluded. For the rest, the statutory requirements and legal consequences apply.

§ 9 Termination for cause in the case of continuing obligations

- Continuing obligations, especially master supply agreements, can be terminated by the Seller at any time for good cause, without observation of a notice period. Good cause is given, if
 - the industrial property rights underlying the production have been challenged by third parties or filings for proprietary rights do not result in the grant of a proprietary right;
 - the contractual Products including the property rights must not be marketed due to a legal or valid court-ordered or final and absolute regulatory prohibition;
 - a certification required for the marketing of the contractual Products is withdrawn or revoked or otherwise not granted or extended by the authorities or named bodies to which corresponding powers have been delegated;
 - the Seller discontinues the production of individual Products or Product groups and/or the certification for company-internal or regulatory reasons; in this case, the Seller shall observe a notice period of three months toward the end of the quarter;
 - the Buyer breaches essential contractual duties in spite of a warning, notably but not exclusively by
 - using or advertising or otherwise misusing the Seller's medical devices contrary to their intended use;
 - not preventing third parties from challenging the property rights underlying the production;
 - the Buyer does not satisfy its payment obligations or acceptance duties in the current business relationship to the complete extent or only at a delay or if it temporarily discontinues satisfaction of its payment obligations or acceptance duties;
 - an application for the opening of insolvency proceedings has been filed over the assets of the Buyer or insolvency proceedings have not opened or rejected for a lack of assets.
- Damage compensation claims of the Buyer for reason of termination for cause are excluded. If the Seller invokes a cause according to para. 1 lit. a to lit. c, this shall apply only if the occurrence of the event presenting cause was not predictable to it.

§ 10 Limitation

- In deviation from Sec. 629 (1) CC, the general limitation period of one year from delivery shall apply to claims arising from property defects and defects of title. If an acceptance is agreed, the limitation period shall begin on the handover.
- The special statutory provisions on limitation not modified in par. 1 shall also remain unaffected.
- The aforementioned limitation period shall also apply to contractual and non-contractual damage compensation claims of the Buyer, which are based on a defect of the Product, unless the application of the regular statutory limitation period would lead to a shorter limitation period in the individual case. However, in cases according to Sec. 630 (2) CC the statutory limitation periods shall apply unaffected.

§ 11 Traceability, retention period

- The Buyer is obligated to maintain the traceability of the Products up to its end customer and further to impose this requirement on all downstream dealers.
- The Buyer is obligated in the event that the Products delivered by the Seller are transferred to third parties nationally and internationally to observe the respectively applicable regulations of national and international (re-)export control law. In all cases, it shall observe the (re-)export control regulations of the Czech Republic, the European Union and the United States of America. Insofar as inspections are required for export control, the Buyer shall transmit all information to the Seller, without delay upon request, as to the ultimate recipient, final destination and intended use of the Products delivered by the Seller and the related export control restrictions. The Buyer shall indemnify the Seller to the full extent from all claims brought against the Seller by authorities or other third parties for the Buyer's failure to observe the legal obligations under export control law.
- The Buyer must retain all data for tracing the Products delivered by the Seller for a period of 10 years from the last delivery.
- The Buyer shall inform the Seller immediately about any incident or potential incident involving one of the Products and pass on all required information to the Seller, and cooperate with it in the event of a Product recall or corrective measure.
- In the event of a breach of one of the duties incumbent on the Buyer pursuant to para. 1 to para. 4, the Buyer undertakes to compensate all damages and expenses incurred by the Seller in this context, unless it is not responsible for the breach of duty. This is not associated with a reversal of the burden of proof.

§ 12 Compliance

- The Buyer is obligated to comply with all laws and regulations relating to the performance of the sales contract and the use, resale, marketing and export of the Products, which apply to it and the legal relationship with the Seller, in particular, also with the regulations on legal minimum wage, if they are applicable and it shall be guided by directives and recommendations of the Global Compact of the United Nations.
- The Buyer shall be obligated, within the scope of the general obligation of legal conduct, not to undertake any action or refrain from any actions, which may lead to fraud, or embezzlement, criminal insolvency offences, criminal offences against competitors, granting advantages,

accepting benefits, accepting bribes, bribery, or similar offences being committed by persons employed by the Buyer or other third parties. Regardless of whether the concrete conduct is threatened punishment or monetary fine, the Buyer shall adhere to the general laws against money laundering, refrain from corruption, comply with the laws against child labour, observe the legal regulations of international trade, and export and import prohibitions as well as embargo regulations, and comply with the legal regulations on work safety, environmental protection and data protection. The Buyer must not collude with competitors on prices, quantities and conditions and not make agreements with competitors on market allocation.

- The Buyer is obligated, in particular
 - to observe the legal regulations against corruption and bribery in the interaction with hospitals and other medical institutions, doctors, pharmacies and other medical professionals (including the regulations of the medical profession and public service, and social insurance law);
 - not to grant third parties in connection with the distribution, marketing or resale of the Products any impermissible remuneration, gifts or other economic benefits, especially not in the cooperation with public officials, hospitals, medical institutions, doctors or other medical professionals.
- The Buyer assures that it knows the content of the ethical codes and the codes of conduct of the recognised industry associations of the medical devices industry. These are in particular the Kodex Medizinprodukte des Bundesverbands Medizintechnologie e.V. [Medical Devices Code of the Federal Association of Medical Technology] – joint standpoint on the evaluation of the cooperation between industry, medical institutions and their staff under criminal law – and the EUCOMED Guidelines on Interaction with Health Care Professionals.
- The Buyer shall avoid or disclose to the Seller any conflicts, which might arise from its private interests and the interests of REGER Medizintechnik GmbH and its group affiliates (hereinafter the "REGER Group") on the first indication already. This applies in particular to conflicts of interest that might arise from the employment of related persons at the Seller, a company of the REGER Group or the Buyer.
- As part of the protection of human rights, the Buyer shall refrain from any discrimination based on race, ethnic origin, gender, religion, ideology, physical disability, age or sexual identity at its company or in relation to the Seller and its group affiliates.
- The Buyer shall ensure, insofar as verifiable at reasonable effort, that the aforementioned obligations are implemented and observed in its own supply chain.
- In the event of a violation of the aforementioned compliance rules, the Seller shall have the right to terminate the existing legal transactions for good cause, without observation of a notice period, by withdrawal or termination and to discontinue all pending negotiations.

§ 13 Data processing

The Buyer consents to the storage of the data, which are received in the context of the business relationship for the purpose of the processing of the business relationship by the Seller, and to the transfer of the data to third party to the extent required for the performance of the contract (e.g. for credit checks, to insurance companies, for reports pursuant to the MPAMIV [Ordinance on the report of suspected serious incidents involving medical products and the exchange of information with authorities]).

§ 14 Applicable law, place of jurisdiction

- The law of the Czech Republic applies to the exclusion of the private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- The District Court in Uherské Hradiště provided it is substantively competent, otherwise the Regional Court in Brno, shall have jurisdiction for all disputes arising from or in connection with the contractual relationship, to the legally permissible extent. However, the Seller shall also be entitled in all cases to file suit in the place of the performance of the delivery obligation according to these GTC S&D or according to an individual agreement taking precedence, or in the court at the Buyer's general place of jurisdiction. Any legal regulations taking precedence, in particular regarding exclusive jurisdiction shall remain unaffected.

§ 15 Final provisions

- Claims of the Buyer may be assigned only with the Seller's prior agreement in writing.
- The Seller has the right to transfer sales contracts and/or rights and duties under them without the Buyer's agreement to any company affiliated with REGER Medizintechnik GmbH.
- Legal transactions the Buyer concludes with the Seller shall also continue to be in full force and effect in its remaining parts in the event that individual provisions of these GTC S&D should be invalid. If continuing the contract should represent an unacceptable hardship for one of the Parties, the affected Party may withdraw from the contract to the exclusion of further rights.

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