Kulzer GmbH
General Terms of Sale and Delivery

1. Scope

1.1 These General Terms of Sale and Delivery (hereinafter referred to as “GTS”) apply to all sales, deliveries, and services of Kulzer GmbH (hereinafter referred to as “Kulzer”) to businesses in the definition of Sec. 14 German Civil Code (“BGB") (hereinafter referred to as “Customer”), which means they apply in relation to natural persons or legal entities, who exercise of commercial or self-employed professional activity when executing a legal transaction.

1.2 Exclusively these GTS, and subsidiarily any agreements with the Customer entered into under individual contracts shall apply to the business relationships with the Customer for sales, deliveries and services (hereinafter referred to as “Deliveries and Services”), as well as to the associated provision of information and consultations. Deviating general terms and conditions of the Customer—in particular, general terms of purchasing—shall apply only if and insofar as Kulzer expressly accepts them in writing. Silence on the part of Kulzer with regard to such deviating general terms and conditions shall not be construed as acceptance thereof or consent thereto, whether for present or future contracts. Where Kulzer’s GTS have been introduced to the transaction with the Customer, they shall also apply to all further business relationships of the same nature between the Customer and Kulzer, unless agreed otherwise in writing.

1.3 Unless Kulzer has expressly waived the applicability of its own GTS in writing, these GTS shall apply instead of any general terms and conditions of the Customer, even if the latter prescribe that the Customer’s general terms and conditions be accepted unconditionally, or Kulzer makes Delivery or performs Services after receiving notice from the Customer that its general terms and conditions apply.

2. Object and scope of service (offer, models, warranties, closing of the contract)

2.1 Kulzer’s offers are subject to change and non-binding, unless agreed otherwise in writing. Contracts shall become valid only upon the order confirmation sent in the written or electronic form, or upon Delivery of the products or performance of the Service by Kulzer. As far as Kulzer has confirmed an order, solely the confirmation shall be decisive for the content of the contract, in particular the scope of the Deliveries and Services, as well as the date and time of delivery.

2.2 Kulzer is generally not be obligated to review the Customer’s information or requirements, which are underlying Kulzer’s offer or order confirmation, for correctness nor as to whether the execution of the order infringes on proprietary rights of third parties. The Customer shall also be responsible itself to review whether Kulzer’s Deliveries or Services are suitable for the purpose of use intended by it. The Customer shall be informed of any risks detected by Kulzer.

2.3 The information and data contained in data sheets, brochures, and other advertising and information material from Kulzer is merely intended as guidance and shall become binding content of the contract only if Kulzer has agreed thereto in writing.

2.4 Properties and condition of models and samples shall be binding only if this has been agreed in writing.

2.5 Information on properties and condition shall apply as warranty only if referred to as “legally warranted” in writing.

2.6 Kulzer’s obligation shall be limited to making Deliveries from its own stock of products. Kulzer will assume a procurement risk only by way of separate written agreement in which the wording “we assume the procurement risk...” is used. The assumption of a procurement risk shall not be based solely on the fact that Kulzer is obligated to deliver an object that is specified exclusively by its type.

2.7 In absence of deviating written agreements, the objects delivered by Kulzer shall be within the tolerance ranges as permissible pursuant to the applicable German or European industrial standards, in particular DIN, VDE, EN, ISO, etc.

2.8 Technical changes, which are required for reasons relating to production or changes in the law, shall be permissible if they are reasonably acceptable to the Customer. Kulzer shall inform the Customer about such changes.

3. Delivery, delivery period, packaging, transfer of risk, import

3.1 Unless agreed otherwise, the Customer shall notify Kulzer of a non-binding, rolling 6-month (six-month) forecast of the expected order quantity of all products in order to ensure an uninterrupted supply of the products. Kulzer shall inform the Customer without delay about any anticipatable supply bottlenecks.

3.2 Unless agreed otherwise, the Customer shall place individual written orders for products (“Order") with Kulzer, which specify the products, quantities, prices, and requested delivery dates. The Order shall become valid only upon written acceptance by Kulzer. .

3.3 Binding dates of delivery and service performance must be agreed explicitly and in writing. A transaction on fixed terms and for fixed dates is established only if Kulzer has expressly confirmed such in writing or if the legal conditions for a fixed transaction are fulfilled.

3.4 Kulzer shall be entitled to make partial Deliveries if this is reasonably acceptable to the Customer. If a total quantity is to be called off in multiple Deliveries, the Customer shall distribute these evenly over the delivery period. A call-off of more than 10% of the proportionate call-off quantity on one date requires Kulzer’s prior written agreement.

3.5 The delivery period shall only begin after all questions relevant for the performance of the contract have been settled with the Customer and the Customer has executed the actions/duties to cooperate, which are incumbent on it and required for the performance of the Contract. The delivery period shall specifically not begin before Kulzer has received all information from the Customer that is necessary for the delivery or before the Customer proves that it, as far as required, will provide a letter of credit in accordance with the contract, or before it has made advance payment or provided security as agreed under the contract. Changes requested by the Customer in retrospect will interrupt the delivery period. The delivery period shall resume from the beginning after the requested change was made.

3.6 Kulzer delivers 'ex-works' (EXW Incoterms 2020). If Kulzer assumes the mere organisation of the transport, the Customer shall bear the costs for shipment and transport insurance.

3.6 The risk of property damage and the price risk (risk of accidental loss or accidental deterioration) shall transfer from Kulzer to the Customer as soon as the products in Kulzer’s factory of supply are ready for shipment, notably also if Kulzer has accepted the performance of additional Services such as loading or transport.

3.7 If the Delivery or Service performance is delayed for reasons within the Customer’s responsibility, the risk shall transfer to the Customer on receipt of the notification of the readiness for Delivery or for performance of the Service. Kulzer may then invoice the products to the Customer as delivered and store them at the Customer’s cost and risk (cf. Sec. 4.8).

3.8 The Parties agree that exclusively the Customer shall be responsible for the import of products outside of the country in which Kulzer’s registered office is located, as well as for the initial placement on the market of the products in accordance with all applicable laws and regulations, whether directly by importing the products under its own responsibility or indirectly by contracting a third party for this. Moreover, the Customer shall inform Kulzer of any legal obligations that may apply to Kulzer with regard to local import laws and regulations, even if Kulzer is not the importer of the products.

4. Prices, payment, default

4.1 The prices specified by Kulzer are net prices without statutory value added tax, outer packaging, shipment and insurance costs (ex-works/EXW, Incoterms 2020). Prices may be adjusted annually by Kulzer.

4.2 Invoices shall be due for payment without any deductions immediately upon their receipt. The Customer and Kulzer agree on electronic transmission of invoices.

4.3 In the event of default of payment, Kulzer will claim interest in the amount of 9 percentage points p.a. above the respectively applicable base interest rate of the European Central Bank. Proof of further default damages remains reserved.

4.4 Kulzer shall not be obligated to perform the Contract for as long as the Customer does not settle its obligations as agreed, including such from other contracts with Kulzer, specifically if it fails to pay due invoices.

4.5 The Customer may only offset against counter claims or withhold payments based on its counter claims, if these have not been contested in writing or if they have been established as final and absolute.

4.6 If the Customer is in default of payment or if circumstances are present that substantiate doubts as to the Customer’s solvency in application of common banking standards, Kulzer shall be entitled to perform outstanding Deliveries only against advance payment or make the performance contingent on the provision of security. In that case, Kulzer may call all receivables for payment, regardless of the terms of any bills of exchange, and demand the provision of securities.

4.7 On reservation claiming higher damages, Kulzer will charge EUR 2.50 for the second and each further appropriate payment reminder.

4.8 If the acceptance of a Delivery or Service ready for acceptance does not take place on time or not to the complete extent, in spite of an appropriate period and at no fault of Kulzer, Kulzer shall store the products at the Customer’s cost and risk. Kulzer will charge a flat fee of 0.5% of the net price, whereas at most 5% of the net price for the storage per month

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of the delay of acceptance. The enforcement of further rights remain unaffected. Proof that no or a significantly lesser cost expense has been incurred remains reserved for the Customer. Kulzer is furthermore entitled, after expiration of the deadline, to dispose otherwise of the Deliveries or Services that are subject of the contract and to make a new Delivery to the Customer within an appropriate period.

5. Warranty, Customer's duties in case of claims of defects by its customers

5.1 Visible material defects shall be notified by the Customer to Kulzer in writing without delay, whereas at the latest 7 days from collection of Deliveries ex-works, and otherwise, upon Delivery. Hidden material defects shall be notified by the Customer immediately upon discovery, whereas at the latest within the warranty period pursuant to Sec. 5.7. In the event of material defects that are detectable on Delivery, notice of defect must also be sent to the transport company directly upon delivery, which must initiate the documentation of the defects. A notice of defect that does not comply with the requirements of form and/or deadlines shall exclude any claim of the Customer for material defects. This shall not apply in case of intentional or fraudulent actions by Kulzer, provision of a warranty for the absence of defects, nor in case of liability pursuant to the Product Liability Act.

5.2 If a defect is present, subsequent performance shall be provided, at Kulzer's choice, either by rectification of the defect (reworking) or Delivery of a new product (new Delivery). If the defect rectification also fails during the grace period, the Customer may withdraw from the contract or reduce payment, provided that not a merely insignificant defect is present.

5.3 The place of reworking shall be the place to which Kulzer has made Delivery in accordance with the contract. If the costs for reworking increase because the Customer has moved the products to a different place than the place of Delivery/performance, the costs caused by this shall be borne by the Customer.

5.4 In the event there are detectable material defects, the Deliveries or Services shall be regarded as approved by the Customer in accordance with the contract upon the start of processing, treatment, combining or mixing with other objects. The same shall apply if the Deliveries or Services are forwarded from the original place of delivery. Prior to the start of one of the above-described activities, the Customer shall be obligated to ascertain, by means of tests that are suitable in terms of scope and method, whether the Deliveries or Services are suitable for the processing, treatment and other purposes of use.

5.5 Written warnings, setting of an appropriate grace period, shall be given immediately in the event of other breaches of duty, before further rights are claimed by the Customer.

5.6 If the breach of duty does not, as an exception, relate to a work performance of Kulzer, withdrawal from the contract shall be excluded, as far as Kulzer's breach of duty is insignificant.

5.7 Kulzer shall grant a warranty for material defects for a period of one year, calculated from the date of the transfer of risk (see Sec. 3). This shall not apply if Kulzer is liable for fraud, intent or gross negligence, nor in the cases according to the following Sec. 6.2(a) to (f). The limitation periods pursuant to Sec. 438(1) no. 2, Sec. 445b(1) and 634a(1) no. 2 BGB [German Civil Code] shall remain unaffected.

5.8 Further claims of the Customer, regardless of the reason, which are based on or relating to defects or consequential damage from defects, shall apply only on the proviso of the terms contained in Sec. 6, provided that these are not damage compensation claims based on a warranty, which is intended to protect the Customer from the risk of potential defects. However, in that case as well, Kulzer shall be liable only for the typical and predictable damage.

5.9 If the Customer or a third party executes reworking improperly, if impermissible modifications on Deliveries or Services are made, parts replaced or consumable materials used not satisfying Kulzer's requirements for consumables that may be used, or if operating or maintenance instructions are not followed, Kulzer will not be liable for any consequences resulting from this. This shall not apply, however, if the warranty case is verifiably not due to one of the aforementioned reasons for exclusion.

5.10The warranty and the resulting liability of Kulzer shall also be excluded if defects and related damages are not verifiably based on defective material or deficient execution or defective instructions for use. In particular, the warranty and resulting liability shall be excluded for the consequences of incorrect use, excessive use or unsuitable storage conditions, for example, the consequences of chemical, electromagnetic, mechanic or electrolytic influences that are not consistent with the expected, average standard influences. This shall not apply to fraudulent or intentional actions of Kulzer nor in the case of injury to life, limb, or health, nor in case of liability pursuant to the Product Liability Act.

5.11 The acknowledgement of breaches of duty, especially in the form of material defects, requires the written form in all cases.

6. Liability

6.1 Subject to the exceptions below, Kulzer shall not be liable in particular for claims of the Customer for compensation of damages or expenses—regardless of the legal reason—in the event of breaches of duties arising from the obligation/contract.

6.2 The foregoing liability exclusion according to Sec. 6.1 shall not apply:

a) In case of the Party's own intentional or gross negligent breaches of duty and intentional or gross negligent breaches of duty by legal representatives or vicarious agents;
b) In case of breaches of essential contractual duties. "Essential contractual duties" are duties, the fulfilment of which is characteristic of the contract and upon which the Customer may rely;
c) In the event of injury to body, life and health, including by legal representative or vicarious agents;
d) In the event of default, as far as a fixed date of delivery and/or Service performance was agreed;
e) To the extent that Kulzer has granted a warranty for the properties and condition of the products or for a certain successful result of the Delivery or Service, or it has assumed a procurement risk in the definition of Sec. 276 BGB;
f) In the case of any liability pursuant to the Product Liability Act or if the conditions of other compulsory statutory liability provisions are fulfilled.

6.3 If Kulzer or its vicarious agents are liable only for simple negligence and if no case of the above Sec. 6.2, therein lit. c), e) and f), is present, Kulzer shall be only liable, even if there is a breach of essential contractual duties, the damage typical and predictable for the contract, and at the most for the total amount of the Customer's Order in the previous year or in the current forecast.

6.4 The liability exclusions or limitations according to the above Sec. 6.1 to Sec. 6.3 shall apply to the same extent in favour of executive bodies, managing and non-managing employees, and other vicarious agents, as well as to subcontractors of Kulzer.

6.5 Claims of the Customer pursuant to the paragraphs above shall lapse by limitation within one year from the transfer of risk (cf. Sec. 3). Sec. 6.2 of these GTS shall apply accordingly. The limitation periods pursuant to Sec. 438(1) no. 2, Sec. 445b(1) and 634a(1) no. 2 BGB shall remain unaffected.

6.6 A reversal of the burden of proof is not tied to the foregoing provisions.

7. Reservation of title

7.1 Kulzer shall remain the owner of all delivered products up until the Customer has made complete payment of all receivables resulting from the business relationship. This shall also apply if payments are made with reference to specific receivables. This includes receivables in cheques and bills of exchange as well as on-account receivables or any current account balance.

7.2 The Customer has the right to resell the products that are subject to the reservation of title and to process, mix or combine them with other objects within the scope of ordinary business, up until revocation, which Kulzer may declare at any time without a statement of reasons. Also deemed resale in this sense is the installation in land or in equipment connected with buildings or use for the fulfilment of other contracts.

7.3 Processing or conversion of the products that are subject to the reservation of title shall take place on behalf of Kulzer as the manufacturer, so that Kulzer will acquire the sole ownership without any obligation of Kulzer resulting from this. The treated or processed product shall be deemed the product subject to the reservation of title in the definition of these terms. If the products subject to the reservation of title are finished or inseparably mixed/combined with objects not owned by Kulzer, Kulzer shall acquire the co-ownership of the new object in proportion of the invoice value of the products that are subject to the reservation of title, relative to the repurchase value of the other used objects as at the time of the processing or mixing/combining. If the products subject to the reservation of title are combined or mixed into one homogenous objects together with objects not owned by Kulzer, and if such object must be regarded as the main object, the Customer hereby transfers the proportionate co-ownership to the extent that the Customer owns the main object. Kulzer hereby accepts the assignment. The property created this way shall be stored by the Customer free of charge on behalf of Kulzer.

7.4 The Customer shall purchase appropriate insurance at its own cost for the products subject to the reservation of title for all common risks, in

particular for fire, burglary, and risks of water damages, and it shall treat them with care and store them appropriately.
7.5 In the event of resale, the Customer hereby assigns to Kulzer on this day already the purchase price claim it acquires against its own customer from such resale. If the Customer sells the products subject to the reservation of title together with other objects, which have not been delivered by Kulzer, the assignment shall apply only in the amount of the value indicated on Kulzer's invoice for the respectively sold product that is subject to the reservation of title. If objects are resold in which Kulzer holds co-ownership shares pursuant to Sec. 7.3, the assignment shall apply in the amount of these co-ownership shares. The assigned claims shall serve as security to the same extent as the product that is subject to the reservation of title. If the assigned claim is included in on-account receivables, the Customer assigns to Kulzer on this day already the current account balance in the amount corresponding to this item receivable. Kulzer hereby accepts said assignments.
7.6 Until revocation by Kulzer, which shall be permissible at any time and without separate statement of reasons, the Customer shall have the right to collect the receivables assigned to Kulzer within the scope of ordinary business; this right shall expire even without revocation, as soon as the Customer is in default of payment to Kulzer. In case direct debit is used, the Customer shall ensure by agreements with its bank that the payment receipts are not subject to the bank's lien and that it can fulfil its obligation for the transfer of proceeds to Kulzer at all times. Upon request by Kulzer, it shall notify its own customers of the anticipatory assignment to Kulzer and make the information and documents available Kulzer which are required to enforce the claim.
7.7 If the value of the created securities exceeds the value of Kulzer's receivables overall by more than 10%, Kulzer shall release corresponding securities of its choice, if the Customer so requests.
7.8 The Customer is not permitted to dispose of the products that are subject to the reservation of title otherwise (pledge, transfer by way of security) nor to assign the claims named in Sec. 7.5 otherwise. In the event of attachments or seizures, it shall point out Kulzer's ownership of the products that are subject to the reservation of title and inform Kulzer of this without delay, including in writing.
7.9 If the Customer is in default of payment, Kulzer shall be entitled, after the unsuccessful expiration of a grace period set by Kulzer, to take back the products that are subject to the reservation of title even if Kulzer has not withdrawn from the contract.

8. Force majeure/reservation of self-supply

8.1 If, for reasons outside of Kulzer's responsibility and in spite of appropriate and sufficient stocking, Kulzer does not receive the Deliveries or Services from its upstream suppliers, which are necessary for the performance of the owed Delivery or Service, or if it does not receive them correctly or not on time, or if force majeure occurs, Kulzer shall inform the Customer in writing or text form in due time. In that case, Kulzer shall be entitled to postpone the performance of the Delivery/Service for the duration of the obstruction or to withdraw from the contract in full or in part for the part of the contract that has not been performed yet, provided that Kulzer has fulfilled its information duty and not assumed the procurement risk. Held equal to force majeure are: strike, lockout, war, interference by authorities, epidemics and pandemics, as well as their unforeseeable effects, shortage of energy and raw materials, cyberattacks, transport bottlenecks at no fault, operational disruptions—e.g., caused by fire, water and mechanical damages—and all other obstructions that have not been caused culpably by Kulzer according to an objective consideration.
8.2 If a performance date has been agreed bindingly for a Delivery or Service and if, due to events pursuant to Sec. 8.1, the agreed performance date for Delivery or Service is exceeded by more than 2 months, the Customer shall have the right, after unsuccessful expiration of an appropriate grace period, to withdraw from the contract in respect of the unfulfilled part of the contract, if continuing the contract is objectively unreasonable for it. Further claims of the Customer, in particular for damage compensation, shall be excluded in this case.
8.3 The foregoing provision according to Sec. 8.2 shall apply analogously if, for the reasons named in Sec. 8.1, a customary deadline for Delivery has been exceeded even without contractual agreement on a fixed delivery date.

9. Proprietary rights of third parties

9.1 Kulzer shall be obligated solely to perform Deliveries or Services free from rights or claims of third parties, which are based on infringement on industrial property rights or another intellectual property right within the European Union and which were known to Kulzer on conclusion of contract or of which it had no knowledge in consequence of gross negligence.
9.2 If a third party brings justified claims according to the above Sec. 9.1 against the Customer for Deliveries or Services, Kulzer shall take the following measures for remedy within the period defined in Sec. 5.7:

a) Kulzer shall initially attempt, at its choice, to modify the affected Deliveries or Services at it own cost in such a way that the proprietary right is not infringed or to replace the Delivery or Service. If this is not possible on reasonable terms, the Customer shall be entitled to its statutory rights, which, however, shall be determined pursuant to these GTS.
b) The Customer is obligated to inform Kulzer in writing without delay of the claims brought by third parties, and further to not acknowledge any infringement, and reserve all measures of defence and settlement negotiations for Kulzer. If the Customer discontinues the use of the Deliveries or Services for reasons of damage reduction or for other reasons, it shall be obligated to inform the third party that the discontinued use does not constitute an acknowledgement of the proprietary rights infringement. If, in consequence of the use of the Deliveries made or Services performed by Kulzer, claims are brought by third parties against the Customer for proprietary rights infringements, the Customer undertakes to immediately inform Kulzer thereof and give Kulzer the opportunity to join a potential lawsuit. The Customer shall support Kulzer in all aspects for conducting such a lawsuit. The Customer shall refrain from any actions, which might affect Kulzer's legal position.

9.3 The obligation pursuant to Sec. 9.1 and Sec. 9.2 shall not apply to cases in which

a) the proprietary rights infringement results from the fact that Kulzer has followed information and other data, which was provided or made requirements by the Customer for the manufacturing of the Deliveries or performance of the Services; or
b) the proprietary rights infringement is caused by a practical use by the Customer that was not anticipated by Kulzer or by the Customer's modification of the Deliveries or Services or its use by mixing or applying them together with deliveries or services which have not been provided by Kulzer.

9.4 Kulzer's liability pursuant to Sec. 6 remains unaffected.

10. Confidentiality/data protection

10.1The Customer undertakes to treat all facts, documents and knowledge as confidential, which it obtains in the course of the execution of the business relations with Kulzer, as well as all technical, financial, business or market-related information about Kulzer, provided that Kulzer refers to the information in question as subject to confidentiality or if it has an evident interest in the information's confidential treatment (hereinafter referred to as "Confidential Information"). The Customer shall use the Confidential Information exclusively for the purpose of the contractual implementation and execution of the contractual relationship with Kulzer and of the contracts on this basis.
10.2Any transfer of Confidential Information by the Customer to third parties requires the explicit and prior agreement of Kulzer.
10.3The confidentiality obligation pursuant to Sec. 10.1 shall not apply if it is verifiable that the respective Confidential Information:

a) is or becomes generally known without the Customer's contribution; or
b) has already been known to the Customer or it is made known to it by a third party who is permitted to transfer it; or
c) is developed by the Customer without Kulzer's contribution and without the use of other information or knowledge attained by virtue of the contractual relationship; or
d) must be disclosed based on compulsory legal regulations or orders by a court or authority.

10.4The Parties shall process personal data in compliance with the respectively applicable provisions on data protection, in particular Regulation (EU) 2016/679 (General Data Protection Regulation).
10.5With regard to personal data of the Customer, Kulzer shall comply with the applicable statutory data protection provisions. Personal data of the Customer shall be gathered, stored, processed and used by Kulzer, if and as far and for as long as this is required for the initiation, execution or termination of the contract with the Customer. Further gathering, storing, processing and use of personal data of the Customer shall take place only to the extent required or permitted by a legal regulation or to the extent to which the Customer has consented to it. The Customer recognises that the gathering, processing and use of the contact details of the Customer's contact persons (names, email addresses, etc.) is required on the basis of Art. 6(1) lit. b) GDPR for the execution of pre-contractual measures and the performance of the contract. Kulzer is permitted in

particular to transfer the data to third parties if and as far as this is required for the execution of pre-contractual measures and performance of the contract (e.g., for delivery, invoicing or customer management) according to Art. 6(1) lit. b) GDPR or in fulfilment of a legal obligation in the definition of Art. 6(1) lit. c) GDPR. Kulzer will furthermore transfer these data to third parties (e.g., debt collection agencies), potentially also for the purpose of enforcing claims, in accordance with Art. 6(1) lit. b) and/or f) GDPR.
10.6 The aforementioned obligations (Sec. 10.1 to Sec. 10.5) shall remain in effect for seven (7) years after termination of the contractual relationships.
10.7 Our Data Privacy Statement is accessible at https://www.kulzer.de/de/de/datenschutzhinweis.html.

11. Compliance
Kulzer is committed to compliance as one of its central corporate values. Kulzer therefore expects that the Customer, within the scope of its business activity for and with Kulzer, complies with all national and international legal regulations that are respectively applicable to the Customer and Kulzer. This applies in particular to legally applicable regulations for labour and worker protection, compliance with human rights, prohibition of child labour, criminal liability for corruption, bribery, and anti-competitive collusion of any kind, as well as to environmental protection, etc. In addition, the Code of Conduct of Kulzer applies, which is accessible at https://kulzer-buiness-partner-code-of-conduct.pdf.

12. Choice of law, place of fulfilment, place of jurisdiction, written form
12.1All agreements, side agreements, assurances and changes to the contract require the written form. This also applies to any waiver of the requirement of the written form itself. Where these GTS prescribe the written form, this requirement shall also be satisfied by transmission as telefax or email, or by digital/electronic signatures (e.g., DocuSign). The precedence of individual agreements (Sec. 305b BGB) remains unaffected. To the legally permissible extent, these Terms of Sale and Delivery can be made available by reference to the source on the Kulzer homepage or otherwise online.
12.2The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG) and the respective provisions on the conflict of laws.
12.3The place of performance for Kulzer's Services is the respective factory of supply, but for payments from the Customer, it is the place of Kulzer's registered office.
12.4The place of jurisdiction is the place of Kulzer's registered office, including for legal actions on cheques and bills of exchange. However, Kulzer has the right to apply for legal protection to any other court or arbitration board, which has or can have jurisdiction pursuant to German law or the law of the state in which the Contractor maintains its registered office.

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