

General Terms and Conditions

of Carl Martin GmbH, Neuenkamper Str. 80-86, 42657 Solingen Managing Director: Peter Holzknecht, County Court Wuppertal HRB 15702 (hereinafter "Carl Martin GmbH").

1. Scope

The sale of our goods and all other services are exclusively subject to the following General Terms and Conditions of Sale. Any differing terms of purchase from the customer are hereby expressly rejected. At the latest, upon acceptance of our goods or services, these conditions of sale shall be deemed unconditionally accepted by the customer, even in the event of a previous objection. Deviations from these conditions require our express written consent for each individual contract. These terms apply only to entrepreneurs as defined in § 14 BGB. The following provisions apply from 01.08.2025. All previous conditions are hereby repealed. Special and older contracts remain unaffected.

2. Offer

Our offers are always non-binding. The contract is concluded through our written order confirmation or invoice. Samples and specimens are non-binding.

3. Catalogue

Our catalogue illustrations are non-binding. We reserve the right to make changes to models, dimensions, materials, and design in the context of technical and medical development until delivery, as long as they are reasonable for the customer considering mutual interests.

4. Catalogues, Price Lists

Brochures, product images, drawings, etc. remain our property, and we retain all copyright usage rights. They may only be used for the purchase and sale of products supplied by us. Upon request, they must be returned to us. Reproduction is not permitted.

5. Custom-made Products

For products manufactured according to samples, drawings, or other documents, we are not obligated to examine existing intellectual property rights and will charge costs accordingly. Cancellation of orders for custom-made products and return of specially manufactured items are excluded. We are entitled to deviations from the total quantity ordered.

6. Partial deliveries

Partial deliveries as well as over- or under-deliveries of +/- 10% of the order are permitted. Partial deliveries requested by the buyer must be paid for separately.

7. Delivery Time

Delivery dates are considered non-binding and generally indicate the expected delivery date, which we strive to meet. This does not apply if we have expressly agreed upon binding delivery dates in writing with the buyer. Compliance with agreed delivery periods requires that the customer fulfils their contractual obligations, especially due payments — including those from earlier deliveries. Delivery deadlines are deemed met if the goods have left our plant or shipping readiness has been notified. In cases of force majeure preventing delivery, the agreed delivery period will be extended accordingly. Force majeure includes, but is not limited to, labor disputes, shortages of labor, energy, or materials, transport disruptions, delays in material supply, operational failures due to water, fire, machine breakdowns, official directives, etc., whether at our facilities or those of our suppliers.

8. Delay in Delivery

A delay in delivery for which we are responsible entitles the customer to withdraw from the contract only after setting a reasonable deadline in writing, which passes without fulfillment due to our fault. Claims for damages are governed by Section 15.

9. Force Majeure

Events or circumstances beyond our control that delay, make delivery impossible, or unreasonably difficult release us from delivery obligations and adherence to delivery periods for the duration of the hindrance and a reasonable lead time. In such cases, we reserve the right to adjust prices to reflect the actual increased costs, apply updated calculated prices, or apply surcharges—even if they differ from previous agreements. The customer must be notified immediately, including details of the event and its impact. If the hindrance is not expected to end within a reasonable time, we may withdraw from the contract in whole or in part without obligation to deliver later. Examples of such force majeure include but are not limited to:

War, Germany's or the EU's participation in war, NATO alliance case, fire, pandemics, epidemics, animal diseases, large-scale health crises, natural disasters, terrorism, cyberattacks, accidents, transport or operational disruptions, confiscation, embargo, sanctions, import/export restrictions, stricter environmental regulations, significant tax increases, blackouts, IT failures, general raw material shortages, war in raw material regions, energy consumption restrictions, strikes, lockouts, supply chain issues (e.g., geopolitical conflicts, transport shortages, container crises), regulatory delays, delivery delays from logistics providers, currency volatility, or breaches by suppliers caused by such events.

10. Delay in Acceptance

If the buyer refuses to accept the goods without justification, delays calling off goods beyond the agreed period, or otherwise breaches cooperation duties, we are entitled to claim damages, including additional costs. Risk passes to the buyer. Further claims remain unaffected.

11. Prices

Prices are in EURO ex works, plus freight, packaging, insurance, and incidental costs borne by the buyer. For deliveries within Germany, VAT is added at the legal rate. Prices are calculated at the rate valid on the delivery date, unless fixed prices have been explicitly agreed upon in writing. We also reserve the right to adjust prices—including fixed prices—if extraordinary circumstances occur at our or our suppliers' premises, such as: Labor disputes, shortages of labor, energy, or materials, transport disruptions, delays in supply of materials, operational disruptions due to water, fire, machine breakdowns, official directives, exceptional price increases for raw, auxiliary, or operating materials, or any other "force majeure" reasons.

We also reserve the right to invoice in or convert to another currency (USD, CHF) and make adjustments if:

- a. annual inflation exceeds 10%,
- b. the daily reference rate falls below 1 EURO = 1.05 USD,
- c. energy prices rise more than 15% compared to Jan 1 of the current year, or
- d. import duties increase more than 10% compared to Jan 1 of the current year or
- e. if a currency reform or similar comes into force.

12. Shipping

Shipping is at the buyer's expense and risk. Unless otherwise agreed, we choose the transport method and route without being responsible for selecting the fastest or cheapest option. Packaging is charged at cost and will not be taken back.

13. Insurance

We arrange insurance for shipments at the buyer's expense unless otherwise specified. We are not obligated to insure. In case of damage or loss in transit, the buyer must immediately initiate a report with the carrier.

14. Warranty for Defects

Claims for defects by the buyer require that they have duly complied with the inspection and complaint obligations pursuant to § 377 of the German Commercial Code (HGB). Warranty claims are excluded if the defect arises from improper transport, storage, handling, processing, or use of the delivered goods. There are also no warranty rights in the case of natural wear and tear.

If our goods exhibit defects that arise within 12 months of delivery and were demonstrably present at the time of the transfer of risk, we undertake, at our discretion, to either repair the defective goods or deliver defect-free replacement goods (supplementary performance). If the supplementary performance fails, the buyer may choose to withdraw from the contract or reduce the purchase price. We reserve the right to carry out the supplementary performance only after the return of the initially delivered goods.

We are liable for fraudulently concealed defects as well as for any guaranteed condition of the goods. The above shortening of the limitation period does not apply to claims for damages due to injury to life, body, or health, or for damages based on the breach of essential contractual obligations. It also does not apply to damages resulting from intentional or grossly negligent breach of duty by Carl Martin GmbH. The defective goods must be sent to us carriage paid upon request.

15. Liability

We are liable for intent and gross negligence. Furthermore, we are liable for culpable breach of essential contractual obligations. In the case of slightly negligent breach of essential contractual obligations, our liability is limited to typical foreseeable damages. Liability for culpable injury to life, body, or health remains unaffected; this also applies to liability under the Product Liability Act.

16. Return Policy

Carl Martin GmbH grants all customers the right to return unused and undamaged products in their original packaging within 6 months of the invoice date. Excluded from this policy are sterile products, products with expiration dates, liquids, custom-made products, and co-labelled products. Also excluded are products sold under MDD declarations of conformity (EU Directive 93/42/EEC) that fall under the classification "Ir" (reusable surgical instruments) according to MDR (EU Regulation 2017/745).

We reserve the right to reduce credit notes for returned goods due to price reductions, diminished marketability, warehousing costs, and compliance with Medical Device Act (MPG) requirements. If the reason for return is not our fault, we are entitled to charge handling fees. We are not liable for returns until we have received them undamaged. Transport costs are borne by the buyer.

Every return/complaint must include our decontamination certificate (QSF 144), completed and signed (available in the download area at <https://carlmartin.de/>). If this document is not received, we reserve the right to return the goods to the sender.

Complaints must be reported directly and immediately to us, and the affected instruments must be returned so we can promptly process, analyze, and assess the problem and its consequences, and determine any necessary actions.

17. Invoices

Unless otherwise agreed in the purchase contract, our invoices are payable net within 30 days of the invoice date. Cash discounts are not recognized. Payments are always credited against the oldest invoice. If the payment deadline is exceeded or payment is not made in full on time, the buyer is in default without notice, at the latest 30 days after the due date and receipt of the invoice. Without prejudice to other claims, we are entitled to charge interest from the time of default at a rate of 8% above the base interest rate in accordance with § 247 BGB.

If the buyer is in default with due payments or if there are justified doubts about their creditworthiness after the conclusion of the contract, we are entitled to declare all claims against them immediately due and/or to demand securities, even before delivery, to withhold outstanding deliveries under this and other contracts, or to withdraw from existing contracts after an unsuccessful deadline set by us. Further deliveries will only be made against advance payment. The buyer may neither withhold payments nor offset them against disputed counterclaims that are not legally established.

18. Retention of Title

Delivered goods remain our property until full payment of all claims and as long as we have any claims against the buyer from the business relationship. The buyer may not pledge or assign reserved goods as security. If the buyer resells the goods delivered by us, regardless of their condition, they hereby assign to us, until full payment of our claims from goods deliveries, any claims arising or to arise against their customers, including all ancillary rights. The buyer undertakes, in the event of insolvency, to disclose to us upon request the names of their customers to whom our goods were delivered. We undertake to reassign the security rights to the extent that their value exceeds our delivery claims by more than 20%. In the event of insolvency, the buyer must notify their customers of the assignment and inform us immediately of any impending or executed seizures. If retention of title is not permitted at the location of the goods after delivery, the buyer shall, at their own expense, take all necessary measures to grant us the most similar security rights possible.

19. Information and Advice

All verbal and written information on the suitability and application possibilities of our products is provided to the best of our knowledge. The buyer is not relieved from performing their own tests to verify the suitability of the products for the intended purpose.

20. Place of Performance / Jurisdiction / Applicable Law

For all legal disputes, including those relating to bills of exchange and checks, the courts at our place of business shall have exclusive jurisdiction, insofar as legally permissible. However, we reserve the right to sue the buyer in the courts of their general jurisdiction. The place of performance for both parties is Solingen. All legal relations between the buyer and us are governed exclusively by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).