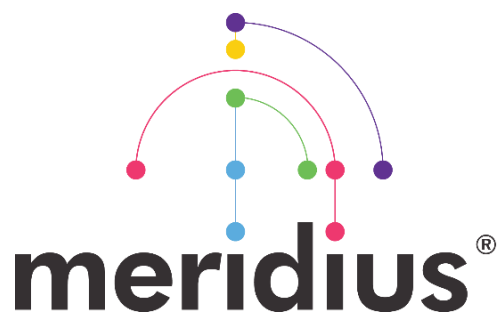




SMALL BUSINESS ACCOUNT

Trading Terms & Conditions

Version 2026

Seller: Meridius Medical GmbH

Address: Heiderhöfen 23, 46049 Oberhausen, Germany

Effective Date: 1 October 2026

This document governs all Small Business Account transactions between Meridius Medical GmbH and its authorized Small Business Customers. Please ensure the Acceptance Page at the end of this document is signed and returned to activate or maintain your Small Business Account status.

Small Business Account Trading Terms & Conditions 2026

1. Definitions

- **"Buyer"** means the person whose order for the Goods is accepted by the Seller.
- **"Conditions"** means the standard terms and conditions of sale set out in this document.
- **"Contract"** means any contract between the Seller and the Buyer for the purchase and sale of Goods.
- **"Delivery Address"** means the address for delivery of the Goods as stated on the Buyer's Order.
- **"Goods"** means the goods which the Seller supplies in accordance with these Conditions.
- **"Seller"** means Meridius Medical GmbH.
- **"Writing"** includes facsimile transmission, email, and comparable means of communication.

2. Basis of Sale

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order accepted in writing by the Seller, subject to these Terms & Conditions. No variation shall be binding unless agreed in writing by an authorized director of the Seller.

3. Small Business Account Conditions

3.1 Eligibility & Activation: Small Business Account status is granted only after review and written approval by the Seller. Approval is not automatic and remains subject to the Buyer continuing to strictly comply with the applicable Small Business Account requirements. The Seller reserves the right to review, suspend or withdraw Small Business Account status at any time, with or without prior notice, at its absolute discretion.

3.2 Annual Purchase Commitment: The Buyer must maintain a minimum purchase volume of €3,000, calculated on a rolling 12-month basis. Failure to meet this commitment shall entitle the Seller, at its sole discretion, to immediately review, suspend or withdraw Small Business Account status, reclassifying future orders under standard Trade pricing.

3.3 Order Frequency and Value:

- Minimum individual order shall hold value of €200.
- Minimum order frequency: two orders within each rolling 12-month period.
- Orders below the minimum order value shall be priced at standard Trade level.

3.4 Payment & Credit Terms:

All new Small Business Accounts are initially operated on a 100% prepayment basis.

- i. After a satisfactory trading and payment history has been established, the Seller may, at its sole discretion, may grant up to 15-day credit terms.
- ii. Credit terms expressly approved in writing by the Seller.
- iii. The Seller may, at any time and in its sole discretion, reduce, suspend or withdraw any credit facility previously granted, including where the Buyer fails to make any payment when due, exceeds its approved credit limit, experiences a material deterioration in its financial position, becomes subject to insolvency proceedings, or where the Seller reasonably

considers its credit risk to have increased. Following such suspension or withdrawal, the Seller may require payment in full in advance of any further delivery.

3.5 Performance Review: A performance review will be conducted every six months. As a general benchmark, the Buyer is expected to achieve a minimum purchase volume of €1,500 within each six-month review period in order to remain on track toward the €3,000 rolling 12-month purchase commitment. Where purchasing performance falls below this benchmark, the Seller, at its sole discretion and without liability, reserves the right to review, suspend or withdraw Small Business Account pricing.

3.6 Confidentiality: Small Business prices, discounts and commercial conditions are strictly confidential. The Buyer shall not disclose a pricing or commercial terms to any third party. Breach may result in immediate suspension of Small Business Account, and full liability for any damages suffered by the Seller.

3.7 Returns Policy: Small Business Account orders are non-returnable and non-refundable except in the case of defective Goods (subject to Section 11).

3.8 Suspension or Termination: Small Business Account status may be suspended or terminated immediately by the Seller without liability upon written notice due to:

- Failure to meet purchase or order frequency requirements
- Late or repeated delayed payments
- Breach of confidentiality
- Misuse of Small Business Account pricing or privileges
- Material breach of the Terms & Conditions

4. Orders and Specifications

No order submitted by the Buyer shall be deemed accepted or is binding unless confirmed in writing by the Seller. The Buyer warrants to be fully responsible for ensuring the accuracy of order details. The Seller reserves the right to make changes in the specification of the Goods required to conform with any applicable safety or statutory requirements. Orders accepted by the Seller cannot be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, administrative expenses, and damages incurred.

5. Price of Goods

Prices are as quoted by the Seller and may be adjusted for changes in costs beyond the Seller's control (e.g., currency fluctuation, increased costs of labour or materials). Prices are exclusive of any applicable Value Added Tax (VAT).

6. Samples

Samples are charged at the applicable pro-rata price.

7. Terms of Payment

7.1 Initial Payment Terms: All new Small Business Accounts shall operate on a 100% prepayment basis until credit terms have been expressly approved in Writing by the Seller.

7.2 Standard Credit Terms: Where credit terms have been expressly granted by the Seller, payment is due in full within **15 days of the invoice date (“Due Date”)**. Failure to make timely payment may result in the suspension or withdrawal of credit terms and the requirement for future orders to be paid in advance.

7.3 Actions and Charges for Delayed Payment: If payment is not made when due, the Seller may;

- Suspend, delay, or refuse any further Deliveries or performance under the Contract and/or cancel or terminate any affected Contract or order, without liability to the Buyer.
- Appropriate any payment received against any outstanding invoice.
- Charge Interest on the unpaid amount at a rate of 9 percentage points above the base interest rate of the Deutsche Bundesbank calculated on the daily basis from the due date until full payment is received.
- Exercise statutory Rights to interest and late fees including €40 statutory lump-sum compensation due to debtor’s default on payment pursuant to §288 BGB.
- Recover all costs (including legal cost), damages, charges, and expenses incurred in recovering the debt on a full indemnity basis.

8. Delivery

8.1 Delivery Dates: Delivery dates are approximate and not guaranteed.

8.2 Claims for Damage or Shortage (Crucial Time Limit):

- Any claim by the Buyer based on damaged Goods must be notified to the Seller within 2 working days of the date of delivery.
- The responsibility to check delivered quantities rests solely with the Buyer. Claims for shortages must be recorded on the delivery notes and notified to the Seller within 2 working days of the delivery. Failure to notify may result in rejection of claims.

9. Risk and Property (Retention of Title)

9.1 Risk: Risk of damage to or loss of the Goods passes to the Buyer upon delivery.

9.2 Property (Retention of Title): Notwithstanding the passing of risk, the property (title) in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds all sums due to it in respect of: (a) the Goods; and (b) all other goods sold by the Seller to the Buyer for which payment is then due.

9.3 Buyer’s Obligations: Until property passes, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, keeping them separate, stored, protected, insured, and identified as the Seller’s property.

9.4 Repossession: Until property passes, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

10. Warranties and Liability

10.1 Warranty: The Seller warrants that the Goods will correspond with their specification and will be free from defects in material and workmanship at the time of delivery.

10.2 Exclusion of Liability: Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise).

10.3 Limitation of Liability for Defects: Where a valid claim for defective goods is notified, the Seller's liability shall be limited to, at its option, to replace the Goods or refund to the Buyer the price of the Goods (or a proportionate part of the price). The Seller shall have no further liability to the Buyer.

10.4 Force Majeure: The Seller shall not be in breach if delay or failure to perform is due to a cause beyond the Seller's reasonable control (Force Majeure), including (without limitation) acts of God, explosion, fire, war, strikes, lock-outs, difficulties in obtaining raw materials or labour, or power failure.

11. Goods Returns

11.1 Non-Returnable Policy: Small Business Account orders are non-returnable except for defects (subject to Section 10).

11.2 Defect Claims: Claims based on a defect in quality must be notified to the Seller within 3 days from the date of delivery. The Buyer must also send a sample of the alleged defective Goods to the Seller at the Buyer's expense.

11.3 Returns Process: Returns are accepted only with prior approval and completion of a Return Merchandise Authorization (RMA) form.

12. Insolvency of Buyer

The Seller may cancel or suspend deliveries if insolvency events occur (e.g., bankruptcy, receivership, or cessation of business). If Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement.

13. Export Terms

13.1 Compliance: The Buyer shall be responsible for complying with all legislation governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

13.2 Inspection: The Buyer shall be responsible for arranging for testing and inspection of the Goods before shipment. The Seller shall have no liability for any claim in respect of any defect or damage after shipment.

14. Notices

Any required notice may be served personally or sent by post or email.

15. General

The headings in these Conditions are for convenience only and shall not affect their interpretation. If any provision is held to be invalid or unenforceable in whole or in part, the validity of the remainder of the provision and the other Conditions shall not be affected. A person who is not a party to the Contract shall have no right to enforce any term.

16. Law and Applicable Jurisdiction

- The Contract shall be governed by, and interpreted in accordance with German law.
- The courts of Germany shall have exclusive jurisdiction for any disputes arising out of or in connection with this Contract.
- Notwithstanding the above, the Seller reserves the right to institute and maintain proceedings against the Buyer in any other competent jurisdiction.

17. Signatures

Meridius Medical GmbH: Heiderhöfen 23, 46049 Oberhausen, Germany



Jongbae Jay Park KMD PhD
Managing Director
Date: 01/10/2026

SMALL BUSINESS ACCOUNT TRADING TERMS & CONDITIONS ACCEPTANCE

I/We confirm that I/we have read, understood and agree to the Meridius Medical GmbH Small Business Account Trading Terms & Conditions 2026 and agree to operate the account in accordance with these Terms & Conditions.

Small Business Customer Details

Company Name: _____

Registered Address: _____

Country: _____

VAT / Tax ID Number: _____

Authorized Representative

Full Name: _____

Job Title: _____

Email Address: _____

Signature: _____ *and company stamp (option)*

Place & Date: _____

Document Information

Document Title: Small Business Account Trading Terms & Conditions

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Issued by: Meridius Medical GmbH

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