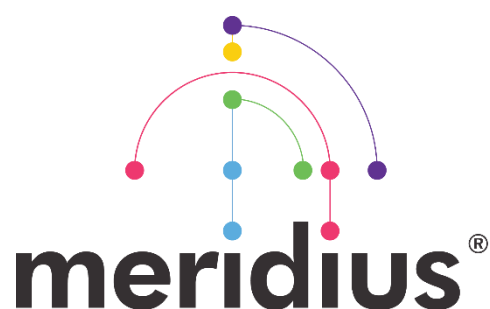




Wholesale Trading Terms & Conditions

Version 2026

Seller: Meridius Medical GmbH

Address: Heiderhöfen 23, 46049 Oberhausen, Germany

Effective Date: 1 January 2026

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

Meridius Medical GmbH

Wholesale Trading Terms & Conditions 2026

1. Definitions

- **"Buyer"** means the person/legal entity whose order for the Goods is accepted by the Seller in writing.
- **"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 in 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 and excludes any informal communication not expressly acknowledged by the Seller.

2. Basis of Sale

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order accepted by the Seller, subject to these Conditions. No variation shall be binding unless agreed in Writing by an Authorized Director of the Seller and no verbal assurances or understandings shall bind the Seller.

3. Wholesale Account Conditions (WS)

- **3.1 Eligibility & Activation:** WS status is granted only after review and written approval of the Seller. The Seller may suspend or withdraw WS status at its sole and absolute discretion.
- **3.2 Annual Purchase Commitment:** The Buyer must maintain a minimum purchase volume of €10,000, calculated on a rolling 12-month basis. Failure to meet this commitment may result in the Seller reverting all future orders to standard Trade pricing without prior notice.
- **3.3 Order Frequency and Value:**
 - Minimum individual order value of €900.
 - Minimum order frequency: two orders every rolling 12-months.
 - Orders below this threshold may be priced at Trade level.
- **3.4 First Order & Payment:**
 - The first WS order requires 100% prepayment.
 - 30-day credit terms may be granted only after the Buyer establishes a successful payment history.
 - The Seller may suspend credit terms in the event of late payments.
- **3.5 Performance Review:** A performance review is conducted every 6-months. If total purchases are below €5,000, WS pricing may be suspended at Seller's sole and absolute discretion until volumes return to required levels.
- **3.6 Confidentiality:** WS prices, discounts and commercial conditions are strictly confidential. Any unauthorized disclosure shall constitute a material breach and may result in immediate suspension and/or termination without prior notice, in addition to any other remedies available to the Seller.

- **3.7 Returns Policy:** WS orders are non-returnable under all circumstances except in the case of defective Goods (subject to Section 11).
- **3.8 Suspension or Termination:** WS status may be suspended or terminated by the Seller without any liability due to;
 - Failure to meet purchase or frequency requirements
 - Late payments
 - Breach of confidentiality
 - Unauthorized resale (means any resale not conducted in the ordinary course of the business) or dropshipping.
 - Misuse of WS pricing or privileges
 - Providing false or misleading information
 - Any conduct which may damage Seller's market reputation and commercial interests
 - Any other material breach of these Conditions
 - Any breach of applicable laws and regulations

4. Orders and Specifications

No order is binding unless confirmed in Writing by the Seller. The Buyer is 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 and such charges shall not entitle the Buyer to cancel or reject Goods.

5. Price of Goods

Prices are as quoted by the Seller and may be adjusted for changes in costs beyond the Seller's control without liability (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 and are non-returnable under all circumstances.

7. Terms of Payment

- **7.1 First Order:** The first Wholesale order requires 100% prepayment.
- **7.2 Standard Credit Terms:** Where credit terms are granted;
 - Payment is due in full within 30 days of the invoice date.
 - Payment deadlines are essential contractual terms.
 - Failure to pay by the 30th day constitutes default.
- **7.3 Actions and Charges for Delayed Payment:** If payment is not made when due, the Seller may;
 - **a.** Suspend Deliveries or termination of the Contract.
 - **b.** Appropriate any payment received against any outstanding invoice.
 - **c.** Charge interest from the 31st day, at the rate of 3% per annum above Sparkasse Bank base rate.
 - **d.** Exercise statutory Rights to interest and late fees under §288 BGB.
 - **e.** Recover all costs, charges, and expenses incurred in recovering the debt on an indemnity basis without limitation including legal fees and administrative costs.

8. Delivery

- **8.1 Delivery Dates:** Delivery dates are approximate and not guaranteed. Seller shall not be liable for any delays whatsoever.
- **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. Claims outside this period shall be automatically rejected without exception.
 - 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 within the stipulated time shall 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:** The Buyer is permitted to resell the Goods only in the ordinary course of its lawful business. If the Buyer resells the Goods before property passes, the Buyer shall hold the entire proceeds of such resale on trust for the Seller, keep them separate from all other funds, and make them immediately available to the Seller upon demand.
- **9.4 Repossession:** Until property passes, the Seller may at any time require the Buyer to immediately return the Goods to the Seller in the same condition in which they were delivered or pay to the Seller, on demand, a sum equal to the full invoice value of the Goods, together with any applicable costs, charges, or interest that may have accrued. If such incident occurs, the Buyer shall indemnify the Seller for all the costs incurred.

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. This warranty applies only up to the point of delivery and shall not extend to any damage, deterioration, defect, or non-conformity arising after delivery, including during transportation, handling, storage, installation, or use by the Buyer or third parties. The Seller shall have no liability for any issues occurring after the Goods have been delivered to the Buyer.
- **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 and maximum liability shall not exceed the invoice value under any circumstances.

- **10.4 Force Majeure:** The Seller is not 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, any failure of third-party suppliers or carriers, difficulties in obtaining raw materials or labour, or power failure. During any period of Force Majeure, the Seller's obligations shall be suspended for the duration of the event, and the Seller shall not be liable for any loss, damage, cost, or expense suffered by the Buyer as a result of such suspension or delay. The Seller may, at its discretion, cancel or adjust delivery schedules without liability where performance becomes impracticable or commercially unreasonable due to Force Majeure.

11. Goods Returns

- **11.1 Non-Returnable Policy:** Wholesale 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 2 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

- **12.1** If the Buyer becomes subject to any insolvency-related event, or if the Seller reasonably believes that such an event is likely to occur, the Seller shall have the immediate right, without liability and without prior notice, to suspend deliveries, withhold Goods, cancel any outstanding orders, revoke credit terms, and/or terminate this Contract in whole or in part. For the purposes of this clause, an insolvency event includes, without limitation
 - bankruptcy, insolvency, liquidation, or administration proceedings;
 - appointment of a receiver, administrator, trustee, or similar officer;
 - cessation or threatened cessation of business;
 - inability or failure to pay debts as they fall due;
 - the Buyer entering into negotiations with creditors or proposing any compromise or arrangement;
 - any event indicating financial instability or material deterioration of the Buyer's creditworthiness, as reasonably assessed by the Seller.
- **12.2** Upon occurrence of an insolvency event:
 - All outstanding invoices shall become immediately due and payable, regardless of prior payment terms.
 - The Seller may enter the Buyer's premises (or the premises of any third party where the Goods are stored) to repossess any Goods for which payment has not been received in full without prior notice.
 - The Buyer shall provide full cooperation to enable repossession of the Goods.
- **12.3** The Seller shall bear no liability for any loss, damage, or cost arising from suspension or cancellation under this clause.

13. Export Terms

- **13.1 Compliance:** The Buyer shall be responsible for complying with all applicable laws, regulations, standards, certifications, import controls customs requirements, and documentation governing the importation of the Goods into the country of destination. This includes, without limitation, responsibility for all import duties, taxes, tariffs, brokerage fees, licensing requirements, regulatory approvals, product registrations, and any associated costs or liabilities. The Seller shall bear no responsibility or liability for any delays, penalties, seizures, or restrictions arising from the Buyer's failure to comply with such requirements.
- **13.2 Inspection:** The Buyer shall be responsible for arranging for testing and inspection of the Goods before shipment. Shipment of the Goods shall constitute conclusive evidence that the Buyer has accepted the Goods in full and satisfactory condition. The Seller shall have no liability for any claim in respect of any defect or damage after shipment.

14. Notices

Any notice shall be deemed valid when delivered personally or when sent by registered post, courier, or email to the Buyer's given address or email. Notices are deemed received upon delivery, or, in the case of email, upon transmission unless a failure notice is received.

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 (third party) 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.
- However, the Seller may initiate proceedings in any other competent jurisdiction at its discretion.

17. Signatures

Meridius Medical GmbH: Heiderhöfen 23, 46049 Oberhausen, Germany



Jongbae Jay Park KMD PhD
Managing Director

Date: 15/12/2025

Wholesale Trading Terms & Conditions Acceptance

This document confirms acceptance of the Wholesale Terms & Conditions (WS Agreement) issued by Meridius Medical GmbH.

By signing below, the undersigned confirms that you are an authorized representative of the Wholesale Customer and that they have read, understood and agreed to the Wholesale Terms & Conditions of Meridius Medical GmbH.

These Terms & Conditions are effective and binding upon signature and apply to all wholesale transactions between the Wholesale Customer and Meridius Medical GmbH.

Wholesale 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: Wholesale Terms & Conditions

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Issued by: Meridius Medical GmbH

Effective Date: 1 January 2026