

## General Terms and Conditions - GTC

### § 1 General

The subject of the General Terms and Conditions is the regulation of the contractual terms and conditions for all contracts B2B thus between the Supplier "Panaceo International GmbH" hereinafter referred to as the "Supplier" and the distribution partner, herein referred to as "Distributor". All economic operators who purchase and resell products from Panaceo are deemed to be distribution partners. The General Terms and Conditions in the version valid at the time of the conclusion of the transaction will apply in each case. Any deviations from these require written confirmation by the Supplier.

### § 2 Conclusion of contract

1. All offers are subject to change and non-binding. The purchase contract is concluded by sending an order confirmation or by sending the delivery. By sending the order, the sales partner makes a binding declaration to the Supplier that he wishes to purchase the goods specified in the order form in the specified quantity.
2. The Supplier reserves a period of 14 days for the acceptance of an order placed. The period begins with the receipt of the order. The sales partner is bound to his order during this period unless the provider expressly declares rejection before the deadline expires.
3. Information in brochures or advertisements, in particular prices, illustrations, descriptions, dimensions and weights are non-binding and subject to change.

### § 3 Prices

1. All prices are shown in euros and include the statutory value added tax if applicable.
2. Delivery and shipping costs may be added to the prices of the goods and will be shown separately.
3. The amount of the respective ancillary costs results from the respective order.

### § 4 Payment

1. Unless otherwise agreed, the goods shall be dispatched against payment in advance.
2. Delivery against invoice can be agreed separately subject to a credit check.
3. If payment is made by advance bank transfer, the purchase price is due before the ordered goods are dispatched. After receipt of the order, the Distributor receives an order confirmation containing the essential features of the order and transfers the stated invoice amount to the account specified therein. The goods will be dispatched after receipt of payment.
4. Bank charges incurred for foreign bank transfers shall be borne by the Distributor.

### § 5 Delivery

1. Delivery is subject to the availability of the goods.
2. Delivery within the European Union is FCA Gödersdorf in accordance with Incoterms 2020, and to all other countries Ex Works in accordance with Incoterms 2020.
3. Information on delivery dates is non-binding unless a binding delivery date is expressly stated in the order confirmation.
4. Partial deliveries are permissible within the delivery periods specified by Supplier, insofar as this is technically possible and does not result in any disadvantages for use. Additional shipping costs resulting from partial delivery shall be borne by the Supplier.

### § 6 Retention of title

The ordered and delivered goods remain the property of the Supplier until full payment has been made.

### § 7 Right of revocation and return for the Distributor

1. A return of the object of purchase does not constitute a withdrawal from the contract. In the event of withdrawal, the Distributor shall owe a monthly compensation for use amounting to 3% of the value as new from the time of delivery until the time of return. Further statutory claims shall remain unaffected.
2. In the event of the return of damaged or used goods, the Supplier reserves the right to claim a reduction in the value of the goods corresponding to the damage or degree of wear. Claims for compensation will be offset against any purchase price already paid.
3. The address for revocation can be found in these General Terms and Conditions.
4. By timely revocation, the Distributor is no longer bound to the contract. Any purchase price already paid shall be refunded concurrently with the return of the goods delivered.
5. The return costs are always to be borne by the Distributor, unless otherwise agreed in writing.

### § 8 Data protection

1. The Supplier collects from the Distributor without the latter's consent only the data that is necessary for the execution of the order and the order and order processing. The Supplier draws attention to the fact that the personal data necessary for the processing of the business transaction are processed and stored by means of an EDP system.
2. The Supplier assures a strictly confidential treatment of the personal data of the Distributor collected and stored for the processing and execution of orders and guarantees not to disclose such data to third parties with the exception of trade and service partners involved in the processing of the order.

### § 9 Warranty

1. The warranty follows the statutory provisions subject to the following regulations. Beyond the statutory warranty provisions, no guarantees are assumed with regard to the delivered goods.

2. The Distributor is obliged to immediately check the received goods for obvious defects. If he discovers defects, he must immediately notify the Supplier in writing within a period of 3 days after receipt of the goods. If the Distributor fails to do so, he can no longer assert any warranty claims against the Supplier due to these defects.
3. In the event of a defect in the goods, the Supplier is entitled to choose between rectification of the defect or replacement delivery. If the rectification finally fails or if the subsequently delivered goods are also defective, the Distributor may demand redhibitory action.
4. The Supplier is not liable for errors whose occurrence was caused by the distribution partners. This also applies to normal wear and tear.

## **§ 10 Liability**

1. Claims for damages by the Distributor, irrespective of the legal grounds, as well as his claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based on a grossly negligent or intentional breach of duty or on an at least negligent breach of material contractual obligations; in the latter case, the amount of liability is limited to the typically foreseeable damage.
2. The description of the goods does not constitute a warranty of characteristics.

## **§ 11 Dealer obligations regarding market observation, documentation, reporting**

Pursuant to Art. 14 and 25 (2) of EU Regulation 2017/745, the dealers of medical devices have the following obligations, among others:

1. Verification of CE marking, EU declaration of conformity, labeling, and instructions for use.
2. Ensuring that products are stored and transported under conditions that do not compromise their conformity.
3. Establishing a system for product traceability and recording relevant data. Due to Art 25 (2) MDR for any economic operator or health institution or healthcare professional to whom a device was supplied, and any economic operator from whom a device was purchased.
4. Immediate information to the manufacturer and the authority regarding incidents, forwarding of feedback from the market regarding the safety, effectiveness, quality or usability of the medical devices to the manufacturer. Feedback concerning serious incidents should be sent immediately to: [safety@panaceo.com](mailto:safety@panaceo.com). Retention and forwarding of affected products. Note: A form template for feedback can be requested from the manufacturer at any time.
5. Supporting recalls, corrections, and communication with authorities.
6. Distributors must retain all documents necessary to demonstrate the conformity of a device for at least 10 years after the last product covered by the EU declaration of conformity has been placed on the market. Thus invoices, delivery notes, DoC, Certificates for the medical devices in question.

(N.B.: The Medical Device Regulation (MDR) does not explicitly specify a general retention period for distributors' records similar to the one for manufacturers outlined in Article 10(8). However, it includes obligations for distributors under Article 14 related to ensuring device compliance and for traceability requirements under Article 25 (2).)

## **§ 12 Discharge**

1. Importers are themselves responsible for the collection of packaging within the framework of the country-specific regulations, unless otherwise agreed.

## **§ 13 Final provisions**

1. The law of the Republic of Austria shall apply.
2. The place of performance is the registered office of the Supplier. In the event of disputes, the place of jurisdiction shall be the court with local jurisdiction for the registered office of the Supplier.
3. Should any of the present or future provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. In this case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision which comes as close as possible to the regulatory objectives pursued by the invalid or unenforceable provision. The same shall apply to the filling of any gaps in the contract.
4. In the event that the Distributor uses its own General Terms and Conditions which differ in content from these General Terms and Conditions, the General Terms and Conditions of the Supplier shall apply exclusively.

## **§ 14 Address of the provider**

Panaceo International GmbH / Finkensteiner Straße 5, A-9585 Gödersdorf, Austria/Europe

Gödersdorf, 17 October 2025, v05