

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF MEDSKIN

### 1. General

- 1.1 The following general terms and conditions of purchase (hereinafter the "GTP") apply for all contracts, the object of which is the purchase or ordering of goods or services by MedSkin Solutions Dr. Suwelack AG (hereinafter "MedSkin") from the contractual partner (hereinafter the "Supplier"). They apply only in respect of companies, legal entities under public law or special assets under public law pursuant to section 310 para. 1 German Civil Code (BGB).
- 1.2 These GTP shall apply exclusively. Any terms of business that deviate from, conflict with or are additional to these GTP and/or other restrictions imposed by the Supplier will not be recognised by MedSkin unless MedSkin has expressly acknowledged those terms and conditions in writing in individual cases.
- 1.3 Amendments to these GTP must be made in writing to be effective.
- 1.4 These GTP apply to all existing business relationships and also to all future transactions between the Supplier and MedSkin in their respective current version.

### 2. Orders and commissions

- 2.1 On receipt of an order from MedSkin, the Supplier is obliged either to accept the order in writing (order confirmation) or to perform the order unconditionally (delivery) within two (2) weeks, or within another period specified by MedSkin. If the Supplier does not accept the order from MedSkin within the specified period, MedSkin shall be entitled to withdraw the order at no cost. Framework contracts govern the general regulations of the contractual relationship. Requests for performance based on framework contracts become binding if MedSkin orders under the framework agreement and the Supplier does not object to them within five (5) working days of receipt. The timeliness of the acceptance of an order is determined by the time of receipt of the order confirmation or delivery to MedSkin. An order confirmation that is delayed or that amends the offer shall be deemed to be a new offer that requires the acceptance of MedSkin.
- 2.2 If the order confirmation deviates from the order placed by MedSkin, receipt of the delivery shall not constitute acceptance of the deviation.
- 2.3 Offers shall only be binding where they are made in writing. Verbal offers, or amendments to orders, shall only be binding if they have been confirmed by MedSkin in writing. MedSkin may also make use of fax or electronic data transfer to place orders or request performance.
- 2.4 Simple price enquiries by MedSkin are non-binding and should be understood by the Supplier only as a request to submit a quote.
- 2.5 Where MedSkin has informed the Supplier about the intended purpose of the delivery or service, the Supplier must notify MedSkin without delay if the delivery or service is not suitable for that intended purpose. In this case MedSkin shall be entitled to withdraw from the contract without obligation to pay compensation for damages.
- 2.6 All correspondence associated with an order should be directed by the Supplier only to the department of MedSkin that issued the order, and must always specify the order number, order date and other order details.
- 2.7 The procurement risk for goods and services shall be borne by the Supplier, unless otherwise agreed in individual cases.

### 3. Prices

- 3.1 All prices include statutory VAT, unless this is specified separately.
- 3.2 If the Supplier lowers its list prices between the time of the order and the time of delivery to MedSkin, MedSkin shall be entitled to request that the prices agreed between MedSkin and the Supplier be reduced by the amount of this difference.
- 3.3 In the absence of any written agreement to the contrary, the price shall include delivery, packaging and transport to the delivery address specified in the contract (where no delivery address is specified, deliveries should be made to the headquarters of MedSkin). The Supplier must take back packaging material if requested to do so.

### 4. Terms of payment

- 4.1 Unless otherwise expressly agreed in writing, the prices agreed are payable within 30 days of receipt of the goods or services charged for without discount, or within 14 calendar days thereof with an early payment discount of 3 % of the gross invoice price, or, if no provision is made for acceptance, within 14 calendar days of delivery and performance in full together with the submission of a proper invoice to MedSkin. Under no circumstances, however, shall the payment period begin before the agreed delivery date. An offset declared by MedSkin shall be deemed equivalent to payment. The early payment discount is also permissible where MedSkin offsets or withholds payment due to defects. MedSkin is entitled to offset against all claims – irrespective of the legal transaction to which they relate – of MedSkin and its affiliated companies towards the Supplier against claims of the Supplier towards MedSkin and against MedSkin's own claims and those of its affiliated companies against claims of the Supplier towards MedSkin and MedSkin's affiliated companies.
- 4.2 Unreserved payment of the invoice amount by MedSkin does not constitute acknowledgement that the performance of the Supplier is as specified in the contract.
- 4.3 Invoices must correspond in their wording, sequence of text and prices to each separate order placed and must contain the information stated in section 2.5. Copy invoices must be marked as such. VAT must be indicated separately on the invoice.
- 4.4 If any of the information stated in section 2.5 is missing on an invoice and processing of the invoice is delayed as a result, the payment periods described in section 4.1 shall be prolonged by the amount of the delay.
- 4.5 MedSkin shall not be liable for interest on maturity of the payment term. This does not affect claims for payment of default interest. If it is in arrears, MedSkin shall pay default interest at a rate of 5 % above the base interest rate as per section 247 German Civil Code (BGB).

## **5. Delivery times and failure to meet delivery times**

- 5.1 Agreed delivery times (delivery dates and delivery periods) are fixed deadlines and are considered binding.
- 5.2 Early deliveries are only permissible with the written consent of MedSkin. If there is no such consent, in the event of an early delivery MedSkin shall be entitled to pay the invoice on the basis of the originally agreed delivery date or to decline to accept the delivery.
- 5.3 The timeliness of deliveries is determined by the time of receipt of the delivery point specified by MedSkin; the timeliness of deliveries involving assembly or fitting, or other service performance, is determined by the time of their acceptance.
- 5.4 If the Supplier has reason to believe that it will be unable to fulfil its contractual obligations in whole or in part, or to do so by the agreed time, the Supplier must notify MedSkin of the situation without delay, stating the reasons and estimating the likely delay.
- 5.5 If the Supplier does not perform or does not perform within the agreed delivery time, MedSkin shall be entitled without restriction to assert the statutory claims against the Supplier. Where the latest acceptable day for delivery can be determined on the basis of this contract, the Supplier shall be in default from the end of that day, without a reminder being necessary.
- 5.6 The unreserved acceptance of a delayed delivery or service does not constitute relinquishment of the rights due to MedSkin arising from the delay; this shall remain the case until payment of the charges due to MedSkin are paid in full.

## **6. Delivery, transfer of risk, place of fulfilment**

- 6.1 The delivery is made at the cost and risk of the Supplier. For deliveries involving assembly or fitting, the transfer of risk occurs at the time of acceptance. In addition, where acceptance is agreed, the statutory provisions on contracts for work and services shall apply accordingly. For deliveries that do not involve assembly or fitting, the risk is transferred at the time of receipt at the delivery point specified by MedSkin in the order. Even where shipment has been agreed, the transfer of risk passes to MedSkin only when the goods or services are passed to MedSkin at the agreed delivery point. If no delivery point has been agreed, all deliveries should be made to the headquarters of MedSkin. Where acceptance has been contractually agreed or is prescribed by law, the unreserved acceptance declared by MedSkin does not constitute a relinquishment of rights, particularly those arising from defective or delayed deliveries.
- 6.2 Except where otherwise agreed, the shipping and packaging costs, insurance, customs charges, fees, taxes and other charges shall be borne by the Supplier. In this case MedSkin shall be entitled to give instructions concerning the mode of transport, transport company and haulier. Packaging materials (packaging provided on loan) shall only be returned by MedSkin where these carry the name of the Supplier and can thus be identified as the Supplier's property, and where a return has been agreed. In this case the Supplier shall collect the packaging materials from MedSkin and shall bear the costs of the return. If the materials are not collected promptly, MedSkin shall be entitled to dispose of them.
- 6.3 Any additional costs arising through failure to abide by shipping or packaging regulations or through the need for accelerated transport to meet a delivery date shall also be borne by the Supplier.
- 6.4 Where the parties have expressly agreed delivery from the Supplier's production facility or warehouse, shipping should be at the lowest respective cost, unless MedSkin has specified a particular mode of transport.
- 6.5 The Supplier is not entitled to make partial deliveries or partial performance except where prior written consent has been given by MedSkin.
- 6.6 The Supplier must package the delivery goods in the manner that is usual in the industry. Hazardous products must be packaged, labelled and shipped in accordance with the applicable national or international regulations. The accompanying documents must contain both the hazard class and also the information specified by the relevant transportation regulations.
- 6.7 Dispatch notes must be sent to MedSkin by e-mail or fax not later than at the time of shipping. The Supplier must include a delivery note – stating the date (creation date and shipping date), the contents of the delivery (product designations, item numbers and quantities) and the order information as per section 2.6 – together with the delivery goods. If the delivery note is missing or is incomplete, MedSkin shall not be responsible for any consequent delays in payment; the payment periods set out in section 4.1 shall be extended by the period of the delay.
- 6.8 All shipments that are delivered in breach of the above section 6.7 sentence 2 shall be stored at the Supplier's expense until the relevant documents, prepared in accordance with the contract, are received. MedSkin has the right to determine the content and condition of such shipments at the Supplier's expense.
- 6.9 The Supplier must provide all evidence (e.g. certificates of origin, safety data sheets and product-specific documentation) that are necessary for MedSkin to obtain customs or other concessions.
- 6.10 MedSkin shall not bear the costs of insuring the goods, and in particular shall not bear the costs for forwarding insurance. This shall also apply where insurance was provided for previous transport contracts or where the value of the goods under section 21.2 of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is exceeded. This regulation does not constitute an instruction to the Supplier to refrain from taking out appropriate insurance.
- 6.11 If acceptance is prevented or significantly impeded by circumstances beyond MedSkin's control, MedSkin shall be entitled to postpone the acceptance for the duration of these circumstances. Such circumstances include in particular any interventions of force majeure that affect operations or the processing, selling or other use of the goods, such as restrictions on import or export, natural phenomena such as fire or water damage, shortages of raw materials or transport, disturbances to operations such as strikes and work stoppages, interruption to or reduction in energy supply and all other circumstances that would lead to an interruption to or significant restriction of production by MedSkin.

## **7. Replacement parts**

- 7.1 The Supplier undertakes to provide replacement parts for the period of anticipated technical use, and in any case for not less than ten years from the time of delivery, at reasonable prices and under the conditions of the relevant contract.
- 7.2 If the Supplier ceases to supply replacement parts after the end of this period, it must inform MedSkin in writing and give MedSkin the opportunity of placing a final order. This notification must be made at least 6 months before the last possible time of ordering.

## **8. Liability for defects**

- 8.1 The Supplier is responsible for ensuring that the goods and services it provides are free of material defects and defects of title and that they possess the characteristics agreed. The Supplier guarantees in particular that the goods and services comply with the generally accepted rules of engineering practice, the statutory and regulatory safety regulations and the environmental protection regulations that are applicable in the Federal Republic of Germany or that have already been adopted with a transitional period. The Supplier further guarantees conformity with the applicable provisions of the relevant laws, directives and regulations, both national and international (e.g. the Medical Devices Act (Medizinproduktegesetz), the Cosmetics Directive (Kosmetikverordnung), REACH, WEEE, RoHS and/or national provisions based on these), in their current versions, that it fulfils all requirements arising from these, and that it shall provide evidence of this if so requested by MedSkin.
- 8.2 In the event of material defects and defects of title, MedSkin shall be entitled to all statutory claims without restriction, except where otherwise stated below. In cases of material defects, MedSkin shall have the right to demand, at its discretion, either that the Supplier remedy the defects or that the Supplier supplies defect-free goods. The limitation period for all claims in respect of material defects and defects of title is 2 years from the time of transfer of risk, except where the law provides for a longer limitation period.
- 8.3 By way of derogation from section 442 para. 1 sentence 2 German Civil Code (BGB), MedSkin shall also be entitled to claims for defects without restriction where the defect is not noticed at the time of conclusion of contract as a result of gross negligence. Furthermore, MedSkin shall not waive claims for defects through its acceptance or approval of submitted samples or prototypes.
- 8.4 The commercial obligation of inspection and notification of defects is governed by the statutory provisions (sections 377, 381 Commercial Code (HGB)) subject to the following conditions: The obligation of inspection is limited to defects that become apparent at incoming goods inspection under external evaluation including the delivery documents, or that become apparent during the MedSkin quality control based on sample checks. Where acceptance is agreed, no obligation of inspection exists. In all other cases, this shall depend to what extent the investigation is advisable, taking into account the individual circumstances within the ordinary course of business operations. MedSkin will notify the Supplier of any visible defects within 14 calendar days from the date of transfer of risk. Any defects not apparent at this time but which become evident at a later point will be communicated by MedSkin to the Supplier within 14 calendar days of discovery.
- 8.5 The defective goods will be provided to the Supplier either at the site at which the defect was found or at the destination point, at the discretion of MedSkin. If it is not possible to remedy the defect in the goods at this site, the Supplier shall collect the goods for remedy and return them to the site afterwards. The costs incurred for inspection and supplementary performance (including any dismantling or installation costs and the costs of any expert report required for finding the cause) shall be borne by the Supplier. The costs and damages incurred by MedSkin and its customers as a result of the supplementary performance must be refunded by the Supplier. This does not affect the MedSkin's liability for damages in case of unjustified demands for the remedying of defects; in this respect, MedSkin shall only be liable where MedSkin has determined, or has failed to determine through gross negligence, that there was no defect present.
- 8.6 If the Supplier does not fulfil its obligations for supplementary performance within a reasonable period set by MedSkin, MedSkin shall be entitled to have the defect remedied itself and to demand compensation or an appropriate advance payment from the Supplier for the costs incurred as a result.
- 8.7 If the efforts by the Supplier to remedy the defect are unsuccessful, MedSkin may withdraw from the contract and/or demand compensation in place of performance; the Supplier will not be entitled to a further attempt to remedy the defect. If the Supplier's performance is defective only in part, MedSkin shall have the right to withdraw from the contract or to demand compensation in place of performance, either in respect only of the relevant part or in respect of the whole contract, at the discretion of MedSkin.
- 8.8 Other claims by MedSkin are not affected.
- 8.9 Sections 478, 479 German Civil Code (BGB) apply in the relationship between MedSkin and the Supplier accordingly.
- 8.10 The period of limitation of claims for defects is suspended at the time of receipt by the Supplier of written notice of defect from MedSkin. The period of limitation for a replaced or repaired part begins again at the time of replacement delivery or supplementary performance, unless MedSkin must assume from the actions of the Supplier that it did not consider itself obliged to this replacement delivery or performance, but rather carried this out solely out of goodwill or for similar reasons.

## **9. Exemption from product liability**

- 9.1 In the event that claims arising from product liability are asserted against MedSkin, the Supplier must indemnify MedSkin from such claims if and to the extent that the damage has arisen from a defect in the contractual object supplied by the Supplier. In cases of fault-based liability, this shall apply only where it is the Supplier's fault. Where the cause of the damage lies in the sphere of responsibility of the Supplier, the Supplier shall be responsible in so far as proving that it was not at fault.
- 9.2 Within the framework of its liability for damages under section 9.1, the Supplier is also obliged to refund any expenditure arising from or in connection with legal prosecution or a product recall.

## **10. Insurance**

The Supplier must provide, at its own expense, a sufficient level of liability insurance cover, including product liability insurance with a minimum blanket cover of €10 million per personal injury or material damage event, and must maintain this insurance cover and submit the insurance policy documents to MedSkin for inspection on first request.

## **11. Property rights**

- 11.1 The Supplier guarantees that all performances provided by it in connection with the execution of the contract – including in respect of their use – do not infringe the rights of any third party within the European Union or in other countries where the Supplier manufactures the products or has them manufactured.
- 11.2 The Supplier shall indemnify MedSkin on first request from all claims by third parties that arise from the infringement of property rights under section 11.1 and must compensate MedSkin for all necessary expenditure incurred as a result of such claims. If a third party claims infringement of its rights and the Supplier is unable to demonstrate that this claim is

incorrect or that the contractual relationship is not affected by it, MedSkin shall be entitled to withdraw from the contract and to demand compensation in place of performance.

- 11.3 If any invention, improvement or other outcome eligible for protection is developed by the Supplier during its performance of the delivery or service ordered on the basis of specifications, documents or models provided by MedSkin, the Supplier shall grant MedSkin an irrevocable, cost-free, transferable, sub-licensable, non-exclusive usage and exploitation right to this invention, improvement or outcome and any applicable property rights, unrestricted in terms of time or place, from the time of their discovery and not later from the time of their purchase. The Supplier must notify MedSkin immediately of any such inventions, improvements, outcomes and property rights.
- 11.4 If the Supplier owns property rights to the deliveries or services ordered or to parts thereof or to processes involved in the manufacture, MedSkin must be notified of these on request, together with their registration number.

## 12. Quality assurance principles

- 12.1 The Supplier must perform its quality assurance procedures in such a way that its products and services meet in particular the specifications set by MedSkin and that it provides each item/each service to the agreed quality, at the agreed time, at the agreed place and in the agreed version. To assure the quality of its products and services, the Supplier must operate an effective quality assurance system and appropriate procedures and must continue to develop its quality management system in accordance with ISO 9001 or ISO 13485 (the latter applies only to medical products).
- 12.2 If the Supplier intends to commission orders or parts of orders to subcontractors, the following points must be observed: MedSkin must be informed in advance and written permission obtained; the quality assurance system of the Supplier must ensure that the subcontractor is regularly inspected; the Supplier must include all jointly authorised subcontractors in its quality management system and is fully responsible for the quality of the subcontractor and for all resulting consequences. If one of the points mentioned above is not complied with, MedSkin reserves the right to take actions of its own that may result in the cancellation of orders for products or services or the refusal of acceptance of products or services.
- 12.3 If the Supplier observes an increase in deviations between the actual condition of the products and their specified condition (i.e. a deterioration in their quality), it must notify MedSkin immediately stating the corrective measures it intends to take. Before making any changes to manufacturing processes, materials or supply parts for products, before any relocation of manufacturing sites or, further, before making changes to procedures or equipment for product testing or for other quality assurance measures, the Supplier must notify MedSkin in good time and in such detail that MedSkin is able to verify whether such changes could have negative effects. If this is the case, or if such a risk can be demonstrated, MedSkin shall be entitled to withdraw completely or partially from the contract.
- 12.4 As part of an open and trusting working relationship, the Supplier shall grant MedSkin the right to send an employee to visit the relevant manufacturing sites and business premises at any time in order to verify compliance with quality assurance measures and with the legal requirements for cosmetic and medical products (where applicable) and with the requirements of MedSkin products under product liability law. MedSkin may request the same for the notified body that has the right to inspect and/or audit the Supplier within the framework of the conformity assessment procedure where there is a suitable reason, as well as for any competent authority of the Supplier.
- 12.5 The Supplier must ensure, by labelling the products or by other suitable measures, that in the event of a defect occurring in a product, it can determine immediately which further products may be affected. MedSkin shall be informed of this labelling system such that if necessary, MedSkin can make this determination itself.

## 13. Ownership and protection of ownership

- 13.1 All means of production such as tools, measurement and testing equipment, technical devices, models, samples, manufacturing facilities, materials, drawings, works standards sheets, print templates, calculations, product descriptions, films, images and so on provided by MedSkin to the Supplier or that are produced for contractual purposes and charged separately to MedSkin by the Supplier shall remain the property of MedSkin or shall pass into the ownership of MedSkin even if they are still owned by the Supplier. The Supplier must label these items clearly as the property of MedSkin, must store them carefully, must secure them against unauthorised inspection or use, must protect them against all kinds of damage and must use them only for the contractual purposes. As is the case with subsequently manufactured objects and provided services, these may not be duplicated, passed to third parties or destroyed without the written permission of MedSkin.
- 13.2 Unless otherwise agreed, the contractual partners shall share the costs of maintenance and repair of the above-mentioned items equally between them. If, however, these costs are attributable to faults in items manufactured by the Supplier or to the improper use or storage of the items by the Supplier, its employees or other vicarious agents, all costs shall be borne by the Supplier. The Supplier must notify MedSkin of all non-trivial damage to these items immediately.
- 13.3 If requested by MedSkin, the Supplier must return all the items included under section 13.1 to MedSkin in full and in proper working condition. If the Supplier no longer requires the items included under section 13.1 for the further performance of the delivery or service, it must return them unprompted to MedSkin.
- 13.4 Material provided by MedSkin remains the property of MedSkin and must be kept by the Supplier – separately from its own property – free of charge and with the care of a diligent businessperson; such material must be labelled as the property of MedSkin. It may only be used for the performance of orders issued by MedSkin. Irrespective of the definition of a manufacturer in the regulatory sense, in particular where applicable under medical device law, any further processing (i.e. processing, mixing or combining) by the Supplier of the items provided shall take place exclusively for MedSkin. The resulting new or transformed items shall immediately become the property of MedSkin. If the material provided is processed together with other items that are not the property of MedSkin, MedSkin shall be granted co-ownership of the new goods in the ratio of the value of the material it has provided (purchase price excluding VAT) to that of the other materials processed at the time of the processing. The Supplier shall manage the new or transformed goods – which must be labelled appropriately – for MedSkin free of charge and with the care of a diligent businessperson. These regulations shall apply appropriately to materials that the Supplier has purchased from a third party for the purposes of fulfilling the order and which it has invoiced separately to MedSkin. If the material provided consists of tools, the Supplier shall be further obliged to insure these at their replacement value against fire or water damage and theft at its own cost. At the same time, the Supplier hereby relinquishes all claims for compensation arising from this insurance to MedSkin. MedSkin hereby accepts this assignment. The Supplier must carry out all necessary service and inspection works on the tools as well as any necessary maintenance and repair works promptly and at its own expense, and must notify MedSkin

immediately of any malfunctions. The Supplier is not entitled to reproduce or duplicate tools provided by MedSkin without prior consent.

- 13.5 The transfer of ownership of the goods to MedSkin is unconditional and shall take place regardless of payment of the purchase price. If in individual cases MedSkin accepts an offer of the Supplier for transfer of ownership that is conditional on payment of the purchase price, the Supplier's retention of title shall end not later than at the time of payment of the purchase price for the delivered goods. In the ordinary course of business, MedSkin shall remain entitled, even prior to payment of the purchase price, to the further sale of the goods under advance assignment of the resulting claim (or alternatively, the application of the simple retention of title shall be extended to resale). Thus also excluded are other forms of retention of title, in particular the extended or forwarded retention of title and retention of title extended for further processing.

**14. Documents, non-disclosure, publications**

- 14.1 The Supplier must provide MedSkin with all documentation and information necessary for use, installation, operation and maintenance at no cost.
- 14.2 The Supplier undertakes to keep secret all information that is not obvious or generally known, but that becomes known to it as a result of its business relationship with MedSkin, and not to use this information for its own purposes or for those of third parties. This also applies without restriction after the end of the contractual relationship as well as to all employees working for the Supplier. After the end of the contractual relationship, the Supplier is obliged to return to MedSkin all documentation received from MedSkin in connection with the contractual relationship immediately or, at the request of MedSkin, to destroy such documentation and to confirm their destruction. Copies, transcripts and summaries of these documents may only be retained by the Supplier insofar as it is legally obliged to store them.
- 14.3 When giving references or, for example, issuing its own publications such as information or advertising materials, the Supplier may only mention the company name or trademark of MedSkin with the prior written agreement of MedSkin.

**15. Data protection, compliance, environmental protection**

- 15.1 All data collected from the Supplier is collected, processed and used solely to the extent required for the creation and execution of the relevant purchase or supply contract, or for other agreements between MedSkin and the Supplier.
- 15.2 With regard to its deliveries and services, the Supplier guarantees to observe the principles of the UN Global Impact Initiative, which primarily concern the protection of international human rights, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment and environmental responsibility ([www.unglobalcompact.org](http://www.unglobalcompact.org)). The goods and services must further comply with the applicable statutory provisions on safety and protection of the environment. CE conformity must be ensured.

**16. Choice of governing law and place of jurisdiction**

These general terms of ordering and all legal relationships between MedSkin and the Supplier are governed by the law of the Federal Republic of Germany, with the exclusion of all international and supranational contract laws, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980. The sole place of jurisdiction for any dispute arising from this contractual relationship is Hamburg. MedSkin is, however, also entitled to bring legal action against the Supplier at its general place of jurisdiction.

**17. Other**

- 17.1 If the financial situation of the Supplier significantly deteriorates, or if there is a threat of such a deterioration, such that the fulfilment of the Supplier's performance in respect of MedSkin is at risk, MedSkin may extraordinarily terminate the contractual relationship without observing a notice period. In this case MedSkin may avail itself of the equipment present for continuing the work or services of the Supplier in exchange for appropriate remuneration.
- 17.2 Offsetting rights against MedSkin are excluded. This does not apply for claims against MedSkin that are uncontested, legally established or acknowledged by MedSkin.
- 17.3 Rights of retention or other rights to withhold performance may only be asserted against MedSkin to the extent that they are based on claims of the Supplier arising from the same contractual relationship.
- 17.4 The assignment and/or transfer by the Supplier of rights and/or obligations arising from this contract require the prior written consent of MedSkin. This does not apply where money claims are concerned.
- 17.5 The Supplier is not entitled to have the performance owed by it carried out by a third party, except with the prior written consent of MedSkin; this does not apply, however, where the Supplier acts solely as a distributor in respect of the ordered goods and this is known to MedSkin. If the Supplier commissions a third party with the performance owed by it without the prior consent of MedSkin, MedSkin shall be entitled to withdraw wholly or partially from the contract and to demand compensation for damages.