

Tuttlingen, May 2024

## IC Terms of Use of the European Loan Pool Service of Aesculap AG (ELSA)

### 1 CONTACT DETAILS

The ELSA team is available Mo- Fr. from 7.00 - 17.00:

**ELSA**  
European Loan Service Aesculap  
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### 2 PURPOSE

The delivery and loan of ELSA equipment in the intercompany transfer is subject to the rules and conditions listed below. ELSA offers two different variants:

- Surgical instruments and implants sets
- Motors and electromedical devices for bridging service measures

Hereinafter referred to as ELSA Equipment.

### 3 GENERAL

The use and application of ELSA equipment is expressly permitted for therapeutic curative purposes only and only in human medicine. The use in anatomy or on anatomical specimens is expressly prohibited. Workshop sets are excluded from this, these can be ordered exclusively via the respective sales organization, are not subject to this agreement and are subject to a separate agreement.

The operator is fully responsible for the proper use of the ELSA equipment during the rental period and is liable in case of misuse. The costs for proper repair or replacement will be charged.

The order of ELSA equipment, shall be made in writing, specifying:

For implantation instrumentation:

- Order number,
- Purchaser in the hospital under specification of a mail address,
- Desired set/implant set
- Day of the planned operation,
- Day of the scheduled return.

ELSA implant sets are kept in ELSA inventory and the batches are tracked. For this reason, invoicing and subsequent deliveries should be made exclusively via the ELSA team. Contact details under 1. The reordering and billing of ELSA implants is carried out exclusively via the ELSA Service Team. Care must be taken not to mix consignment goods and ELSA implants in the clinic.

For service bridging equipment:

- Order number,
- Purchaser in the hospital under specification of a mail address,
- Item number of the desired rental equipment,
- Serial number of the defective equipment.

ELSA equipment which is provided for service bridging is used exclusively for bridging unplanned service cases or complaints and only for individual products.

A separate pool for service contract customers is available for the maintenance of complete systems. Service contracts can be concluded via the local sales companies.

#### 4 TERM OF THE LOAN POSITION

The usual loan period for surgical sets corresponds to the duration of an operation. Delivery is made in consultation with the customer in good time to ensure sterile provision on the day of the operation. Multiple, consecutive surgeries can be scheduled in one loan transaction. Used implants are reported to ELSA and the stock in the clinic is replenished by ELSA.

In order to ensure completeness, function and traceability, the transfer of instruments and/or implants to another clinic is not permitted,

Service bridging devices are provided for the duration of a service measure. The return takes place after 10 working days at the latest from the delivery bill issued by ATS for the return of the repaired customer equipment.

#### 5 DELIVERY AND RETURN

Shipment to the Customer shall be at the risk and expense of Aesculap AG. Unless collection has been expressly agreed, return shipment shall be at the risk and expense of the customer.

The client is responsible for the punctual return of the equipment on the agreed date in proper condition.

The rental equipment is delivered cleaned and disinfected but non-sterile and must be reprocessed in accordance with the applicable national regulations in the hospital prior to use. Any transport protection that may be present must be removed prior to sterilization, stored and reattached prior to return shipment.

ELSA equipment used in the operating room is returned disinfected and cleaned, unless national regulations require additional sterilization. Proper reprocessing of the ELSA equipment is confirmed by a general or a one-time clearance certificate, which must be enclosed with the ELSA equipment.

Forwarding of ELSA equipment to third parties is not permitted. Each loan must be ordered separately from ELSA by the Customer in accordance with the specifications set out in point 2.

The client is obligated to immediately notify any delay in the return as soon as it becomes known. An extension of the scheduled and reserved loan period can be agreed depending on availability. Unannounced delays as well as pick-up orders resulting in empty runs cause costs which will be charged to the client.

#### 6 FEES

Fees may apply for the provision of ELSA equipment. A current price list will be provided by the respective national company.

No charge will be made for ELSA equipment provided for service bridging, provided that the service is carried out at the Aesculap Technical Service (ATS) Tuttlingen. This service will be invoiced as part of the services provided by the Aesculap Technical Service (ATS).

In addition, the following costs may be incurred:

##### 6.1 EXPRESS FEES

Express charges will be invoiced according to the causation principle. In case of delayed order or on specific request, the customer will be charged; if the cause is due to the handling at ELSA, it will be borne by Aesculap AG. The express surcharge is 100,- Euro per packaging unit.

## 6.2 CLEANING AND DISINFECTION

ELSA equipment must be reprocessed before and after clinical use in accordance with national regulations or recommendations. Instructions for use and reprocessing for Aesculap medical devices are available at <https://eifu/braun.com>.

If the ELSA equipment is returned without documented reprocessing, a fee of €50 per container will be charged for reprocessing.

## 6.3 DEFECTIVE OR MISSING PRODUCTS

Returned ELSA equipment that is not in its original condition (damage, labeling, sticking, etc.) will be supplemented or returned to its original condition at the expense of the customer. This also applies to transport damage due to missing transport protections.

Invoicing shall be made to the client at the list price, stating the order data. The products become the property of the client. If a replacement procurement has already been triggered by ELSA, no credit note will be issued in the event that missing products are found again.

## 6.4 SPECIFIC FEES FOR ELSA OP SETS

Aesculap AG is entitled to charge rental fees for the services provided, provided that these have been agreed in advance or can be viewed in a list of fees.

Any fees will be charged on the basis of the reservation according to country-specific valid price list, even if the purpose of the order is not or only partially fulfilled, e.g. the operation is cancelled or aborted, unless the notification is made 2 days before shipment. For already delivered sets the agreed fee will be charged in principle.

## 6.5 LATE RETURN FEES

### 6.5.1 FOR INSTRUMENTS AND IMPLANTATES

The ELSA equipment must be returned at the agreed time or made available for collection at the agreed place and time. If the logistics service provider is unable to collect the equipment on the agreed date, a fee of €75 net will be charged.

### 6.5.2 FOR SERVICE BRIDGING EQUIPMENT

ELSA equipment will only be made available for bridging service measures if the service measure is carried out by Aesculap Technical Service (ATS) in Tuttlingen.

With the binding order of a loan for the bridging of a service measure, the following rules are considered as expressly agreed:

- The defective product will be sent to the ATS within 10 working days after the ELSA equipment has been ordered.
- The ELSA equipment is returned 10 working days after completion of the service measure (date of delivery bill).
- If the deadlines are exceeded by a further 10 working days, reminder fees in the amount of €150 per product will be incurred.
- If the deadlines are exceeded by another 10 working days, the product will be invoiced at the replacement value and thus become the property of the client.

Replacements are required to supply planned reservations, therefore invoiced products cannot be taken back even if delivered at a later date.