

General Delivery and Payment Terms and Conditions

As of June 2018

I. Scope/General Provisions for medifa GmbH & Co. KG

1. Unless otherwise expressly agreed, the following "General Delivery and Payment Terms and Conditions" shall apply in business transactions with non-consumers within the meaning of Section 310 para. 1 BGB (German Civil Code).
2. For the present order, as well as for all future deliveries and performances, our Delivery and Payment Terms and Conditions in the respective valid version shall apply exclusively, along with any separate contractual agreements. They shall also apply in the case of future business relations, even if they are not expressly agreed upon once again.
3. We do not accept conditions of the Buyer that conflict with or deviate from our Delivery and Payment Terms and Conditions, unless we expressly agree to their validity in writing. Our Delivery and Payment Terms and Conditions shall also apply, even if we carry out the delivery or performance without reservation in the knowledge of conflicting or deviating conditions of the Buyer. Our Delivery and Payment Terms and Conditions shall be deemed to have been accepted upon receipt of our delivery or our performance.
4. Verbal agreements made prior to or upon conclusion of the contract as well as subsequent changes, ancillary agreements, assurances and deviating agreements require our written confirmation to be effective.
5. Technical information or advice provided by our staff that is not included in the scope of our contractually agreed performance is non-binding. To the extent permitted by law, liability claims are excluded.

II. Offers and Conclusion of Contract

1. Our offers are subject to amendment and are non-binding, unless these have been explicitly declared as binding by us.
2. In case of doubt regarding the interpretation of commercial clauses, the Incoterms in their respective latest version shall be decisive.
3. All specifications, such as dimensions, weights, illustrations, descriptions, sketches and drawings in sample books, price lists and other printed materials are only approximate but are determined as best possible, though they are not binding upon us to this extent.
4. We can accept an order that is to be qualified as an offer to conclude a supply contract from the Contracting Party within two weeks by sending an order confirmation.
5. Cost estimates are non-binding and free of charge unless otherwise agreed. Costs are estimated according to expenditure and, in the case of a successful order, the amount is credited at staggered intervals according to the value of the order.

III. Object of the Contract, Scope of Delivery and Performance

The scope of our delivery obligation is defined in the written contract concluded with the Buyer. In the event

that such a contract does not exist, our written order confirmation is decisive for the type and scope of the order.

IV. Prices

1. The prices are indicated in Euro, excluding value-added tax.
2. Our prices are ex works, excluding packaging, freight, insurance, assembly, commissioning and statutory value-added tax, unless otherwise agreed or otherwise determined in the order confirmation. The latter shall be shown separately on the invoice in the statutory amount on the date of invoicing.

V. Payment

1. Unless otherwise agreed, payments are to be made net (without deduction) within 30 days from the invoice date by bank transfer free of cost to us.
2. The day of payment is the date on which the money is received by us or credited to our account. A payment is only considered to have been effected if we can dispose of the amount.
3. Alternatively, the delivery can be made subject to payment concurrent with the delivery or a cash advance.
4. We only accept discountable bills of exchange for the purpose of payment if an appropriate agreement is in place. Credit notes for bills of exchange and checks shall be subject to receipt minus the expenses at the value on the day on which we can dispose of the equivalent value.
5. In the event of default in payment, the statutory provisions shall apply. Any agreed discounts shall not be granted insofar as the Buyer is in arrears with the payment of earlier deliveries.
6. Our claims shall become immediately payable if the payment terms are not complied with or if we become aware of facts that suggest that our purchase price claims are endangered by lack of capability to pay on the part of the Buyer. In the latter case, we are entitled to make further deliveries subject to payment concurrent with the delivery or the provision of appropriate securities.
7. Should the Buyer default in payment, we are entitled to take back the goods after prior reminder and, if necessary, to enter the premises of the Buyer and remove the goods. This return or removal does not constitute a withdrawal from the contract. In any case, we can forbid the removal of the delivered goods by the Buyer.
8. In the cases under Section V Nos. 6 and 7, we can revoke the direct debit authorisation referred to under Section VIII No. 8 and demand payment concurrent with the delivery for any outstanding deliveries. The Buyer can, however, avert these and the legal consequences stated under Section VIII No. 8 by providing security in the amount of the endangered payment claim.
9. Retention or refusal to pay is excluded if the Buyer knew of the defect or any other reason for complaint upon conclusion of the contract. This also applies if the

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Buyer remained unaware of this due to gross negligence, unless the defect or other reason for complaint was fraudulently concealed or a guarantee was given for the quality of the goods. Moreover, the payment may only be retained due to defects or other complaints to a reasonable extent. In the event of a dispute over the amount, an expert to be named by the Chamber of Commerce and Industry at the seat of the Buyer shall decide. This expert shall also decide on the distribution of the cost of his engagement at his reasonable discretion.

10. Offsetting is only possible in the case of claims acknowledged by us or legally established.

VI. Delivery, Delay

1. Unless otherwise expressly prohibited in written agreements, the information concerning delivery deadlines is non-binding.

2. The delivery time specified by us or agreed as binding presupposes the timely receipt of all documents, necessary permits and releases to be supplied by the Buyer, especially plans, full technical clarification and compliance with the agreed terms of payment and other obligations by the Buyer. If these conditions are not fulfilled on time, the deadline shall be extended for the duration by which receipt of the relevant documents is extended.

3. The delivery period shall be extended - also within a delay - appropriately in the event of force majeure and all unforeseen obstacles occurring after conclusion of the contract for which we are not responsible (in particular including operational disruptions, official interventions, energy or raw material difficulties, strikes, lockouts or traffic stoppages), insofar as such obstacles have a demonstrable and significant impact on the delivery of the sold item.

This also applies if these circumstances arise at a point in time at which we are in default, or if they occur at our suppliers and their sub-suppliers.

We shall notify the Buyer of the beginning and end of such obstacles as soon as possible. The Buyer can ask us for a statement as to whether we want to withdraw or deliver within a reasonable period. If we do not declare promptly, the Buyer can withdraw. Claims for damages are excluded in this event. The above provisions shall apply accordingly for the Buyer, if the obstacles mentioned above occur at the Buyer.

4. In the event of a delay in delivery, the Buyer is obliged at our request to declare within a reasonable period of time whether it shall continue to insist on delivery or shall withdraw from the contract and/or demand compensation in lieu of performance due to the delay.

5. If the Buyer is in default of acceptance, we are entitled to claim compensation for the resulting damage as well as any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the goods is transferred to the Buyer.

6. If shipping is delayed at the request of or due to the fault of the Buyer, we shall store the goods at the expense and risk of the Buyer. In this case, notification

of readiness to ship is equivalent to shipping. The risk is transferred to the Buyer at the point in the time at which it falls into default of acceptance or debtor's default.

7. Partial deliveries and corresponding invoices are permissible insofar as they are reasonable for the Buyer.

8. Both the Buyer's claims for damages due to delay in delivery as well as claims for damages in lieu of performance that exceed the limits mentioned in Section VI No. 6 are excluded in all cases of delayed delivery, even after expiration of a delivery time limit set for us. This shall not apply insofar as mandatory liability applies in cases of intent, gross negligence, or due to injury to life, body or health. A change in the burden of proof to the detriment of the Buyer is not connected with the above provisions.

VII. Shipping, Transfer of Risk, Delay and Export Regulations

1. The risk is transferred to the Buyer when the goods are handed over to the carrier, though at the latest upon leaving the facility. This also applies if agreed or reasonable partial deliveries are made or if we have taken on other services (e.g. shipping or assembly). The risk also applied beyond the notification of readiness of the goods for shipping.

2. Shipping is carried out by us uninsured at the risk and expense of the Buyer via a transport route of our choice in the original or other comparable packaging. Original packaging shall be considered proper and adequate in any case. Even if freight-free delivery has been agreed in individual cases, the risk passes to the Buyer when the goods have been handed over to the transport company and have left our warehouse.

3. At the explicit request and expense of the Buyer, the goods shall be insured by us.

4. With regard to timely delivery, we are liable only for our own fault and that of our vicarious agents. We are not responsible for the negligence of our suppliers, as these are not our vicarious agents. However, we are obliged upon request to assign any claims we are entitled to against our suppliers to the Buyer.

5. The export of certain goods can, for example, due to their nature, intended use or their final destination, be subject to authorisation. The Buyer is, in the case of exports, referred to the relevant national and international export regulations, such as the export control regulations of the European Union.

6. Deliveries to the Buyer are subject to national or international provisions of foreign trade law, embargoes or other statutory prohibitions.

7. Transport and all other packaging in accordance with the Packaging Ordinance shall not be taken back, with the exception of pallets and returnable packaging. The Buyer is obliged to dispose of the packaging at its own expense.

8. The Buyer is obliged, as the recipient of the goods, to inspect the goods transported for visible signs of damage. Externally visible damage must be noted on the acknowledgement of receipt.

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9. The Buyer may not refuse acceptance of deliveries due to minor defects.

VIII. Reservation of Ownership

1. We reserve ownership of the goods (reserved goods) until complete payment of the purchase price. In the case of goods that the Buyer acquires from us within the context of an ongoing business relationship, we reserve the right of ownership until all of our claims against the Buyer arising from the business relationship have been settled.

2. In the case of payment arrears on the part of the Buyer, we are entitled to take back the goods following a reminder, and the Buyer is obliged to surrender them. Section V No. 8 shall apply accordingly.

3. We are entitled to insure the delivery item at the expense of the Buyer against theft, breakage, fire, water and other damage, unless the Buyer has demonstrably taken out the insurance itself.

4. If the reserved goods are processed by the Buyer into a new movable item, such processing is carried out without any obligation arising from this for us; the new item shall become our property. In the case of processing together with goods not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other goods at the time of processing and the processing value. If the reserved goods are combined, mixed or commingled with goods not belonging to us in accordance with Sections 947 and 948 BGB (German Civil Code), we shall become co-owners pursuant to the statutory provisions. If the Buyer acquires sole ownership by combining, mixing or commingling, it already assigns co-ownership to us now in the ratio of the value of the reserved goods to the other goods at the time of combining, mixing or commingling. In these cases, the Buyer shall safeguard the item owned or co-owned by us, which is also a reserved good within the meaning of the above conditions, free of charge.

5. If reserved goods are sold alone or together with goods not belonging to us, the Buyer shall now, i.e. at the time of conclusion of the contract, assign the claims arising from the resale in the amount of the value of the goods subject to reserve of ownership along with all ancillary rights and priority before the rest to us; we hereby accept the assignment. The value of the goods subject to reserve of ownership is our invoice amount (invoice value), which is, however, excluded from the calculation to the extent that rights of third parties stand in the way. If the resold reserved goods are co-owned by us, the assignment of the claims extends to the amount corresponding to our share value of the joint ownership.

6. If the reserved goods are installed as an integral part of the real property, ship, ship structure or aircraft of a third party, the Buyer shall now assign the assignable claims against the third party for remuneration in the amount of the value of the goods subject to reserve of ownership along with all ancillary rights, including the granting of a debt-securing mortgage, with priority before the rest to us; we hereby accept the assignment. Section VIII No. 5 sentences 2 to 3 shall apply accordingly.

7. The Buyer may resell, use or install the reserved goods only in the ordinary course of business and is only

entitled and authorised to do so with the proviso that claims within the meaning of Section VIII No. 5 and 6 are in fact transferred to us.

The Buyer is not entitled to other disposals of the reserved goods, in particular pledging or transfer by way of security. The Buyer is only permitted to assign by way of genuine factoring under the condition that we are notified of this with disclosure of the factoring bank and the accounts held there by the Buyer, and the factoring proceeds exceed the value of the secured claim by us. With the crediting of the factoring proceeds, our claim shall immediately become due for payment.

8. We authorise the Buyer, subject to revocation, to collect the assigned claims pursuant to Section VIII Nos. 5-7. We will not make use of our own collection authority as long as the Buyer fulfils his payment obligations, toward third parties as well. At our request, the Buyer is to name the debtors of the assigned claims and inform them of the assignment; we are also authorised to notify the debtors of the assignment ourselves.

9. The Buyer is to inform us immediately of compulsory enforcement measures by third parties regarding the reserved goods or the assigned claims by handing over the documents necessary for opposition.

10. With the cessation of payments and/or application for the opening of insolvency proceedings, the right to resell, use or install the reserved goods or the authorisation to collect the assigned claims expire; in the case of a check or bill of exchange being protested, the direct debit authorisation also expires. This does not apply to the rights of the insolvency administrator.

11. Insofar as the realised value of the securities we are owed exceeds the claims secured by more than 10%, we undertake to release a corresponding share of the security rights at the request of the Buyer.

The securities to be released shall be selected at our discretion.

12. Insofar as the value of the reserved goods is assigned, this shall result from our invoice amount (invoice value).

IX. Warranty

For defects in the delivery, we guarantee the following under the exclusion of further claims:

1. The return of goods ordered and delivered free of defects is excluded.

2. We are only liable for defects within the meaning of Section 434 BGB (German Civil Code) as follows: The Buyer must inspect the goods received regarding quantity and quality immediately. We are to be informed of obvious defects in writing immediately, though at the latest within 5 days. In the case of reciprocal trade transactions between merchants, Section 377 HGB (German Commercial Code) remains unaffected.

3. If the Buyer identifies defects in the goods, it may not make use of them, i.e. they may not be shared, resold or processed, until an agreement on the handling of the complaint is reached or proceedings to secure evidence are conducted by an expert from the Chamber of

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Commerce and Industry at the seat of the Buyer. Claims arising from defects including recourse claims by the Buyer are excluded, insofar as the Buyer has had the defect eliminated by a specialist workshop/service centre not authorised by us.

4. The Buyer is obliged to inform us of the rejected goods for the purpose of investigating the complaint. If the Buyer refuses to do so, the warranty shall lapse.

5. In the case of justified complaints, we are entitled, taking into account the nature of the defect and the legitimate interests of the Buyer, to determine the type of subsequent performance (replacement delivery, rectification of defects). If the subsequent performance fails, the Buyer shall - without prejudice to any claims for damages - be entitled, at its discretion, to demand withdrawal or reduction.

6. Claims of the Buyer due to expenses incurred as a result of reworking, in particular transport, travel, labour and material costs, are excluded to the extent that these expenses are increased because the object of the delivery was subsequently brought to a location other than the premises of the Buyer or other than agreed, unless doing so complies with the intended use.

7. In order to enable us to fulfil our obligations pursuant to this section the Buyer is to disclose the end user in writing.

8. In the event of a warranty case occurring at a consumer's premises, the Buyer is to inform us immediately.

9. Damage and defects for which we are not responsible, in particular due to unsuitable or improper use, faulty assembly or commissioning by the Buyer or improper operation or maintenance of the goods, unauthorised modification of the goods, normal wear, wear and tear due to the intended use and force majeure or other disruptions are excluded from the warranty. We are not liable for the quality of the goods based on the choice of material or construction, insofar as the Buyer prescribed the construction or material.

10. Claims for material defects become statute-barred after 12 months from the date of the transfer of risk. This does not apply insofar as the law according to Section 438 para. 1 No. 2 (buildings and items for buildings), Section 438 para. 3 (fraudulent non-disclosure), Section 479 para. 1 (right of recourse) and Section 634a para. 1 No. 2 (construction defects) BGB (German Civil Code) prescribes longer deadline periods.

11. Claims under a right of recourse according to Sections 478 and 479 BGB (German Civil Code) only exist provided that the use by the consumer was justified and only to the statutory extent, not conversely for goodwill provisions not coordinated with us. Furthermore, it is subject to compliance with the obligations of the party entitled to recourse, in particular compliance with the notification obligations.

12. We are liable for damages or reimbursement of expenses for material defects in accordance with Section X (general limitation of liability).

X. General Limitation of Liability

1. We are liable according to the statutory provisions insofar as the Buyer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. In addition, we are liable for culpable breaches of essential contractual obligations in accordance with the statutory provisions. Essential contractual obligations are obligations that have to be fulfilled in order for execution of the contract to be possible and the fulfilment of which the contractual partner regularly relies on. Insofar as we are not accused of intent or gross negligence, the liability for damages is limited to the foreseeable, typically occurring damage under contracts of this kind. A change in the burden of proof to the detriment of the Buyer is not connected with this.

2. Liability due to culpable injury to life, body or health remains unaffected. Liability according to the German Product Liability Act remains unaffected.

3. Any further claims for damages, regardless of the legal basis, are excluded. This also applies to the extent that the Buyer demands compensation for futile expenses instead of claiming compensation for damage in place of performance.

4. The statutory limitation periods shall apply for liability for gross negligence and for claims relating to damages resulting from injury to life, body or health.

5. In addition, the limitation periods under Section XI No. 10 shall apply for claims for defects.

XI. Industrial Property Rights and Copyrights

1. We reserve our property rights and copyright exploitation rights to illustrations, cost estimates, drawings, plans and other documents without restriction. They may not be used to tender nor made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order and, if negotiations do not lead to the conclusion of the contract, are to be returned to us immediately and in full. Any copies made are to be destroyed.

2. At our discretion, we are entitled to obtain a right of use for the product infringing the property right or to modify it so that the property right is no longer infringed, or to replace it with an identical product that no longer infringes the property right. If this is not possible for us under reasonable conditions or within a reasonable period of time, the Buyer - insofar as it has allowed us to carry out a modification - is entitled to the statutory right of withdrawal. Under these conditions, we also have the right to withdraw.

XII. Data Protection

We store and use personal data of the Buyer for the handling of contractual relations. Insofar as is necessary and permitted by law, contract data shall be forwarded to third parties for the purposes of internally checking the creditworthiness of the Buyer, in particular to trade credit insurers, the results of which can also be made available to other third parties.

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XIII. Severability Clause

Should any provision of these Terms and Conditions and the other agreements be or become invalid, this shall not affect the validity of the remaining Conditions. The Contracting Parties shall replace the invalid provision with a provision that corresponds to it as closely as possible with regard to ensuring commercial success.

XIV. Place of Performance, Place of Jurisdiction, Applicable Law, Miscellaneous

1. The place of performance and jurisdiction for deliveries and payments as well as all disputes arising from or in connection with the contracts concluded between us and the Buyer is our company headquarters in Finnentrop. However, we are also entitled to sue the Buyer at its place of residence and/or business.

2. All legal relations between us and the Buyer shall be governed exclusively by German law, excluding conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. If the Buyer, who is resident outside of the Federal Republic of Germany, or its representative, retrieves, transports or ships goods abroad, the Buyer must provide us with the proof of export necessary for tax purposes. If such evidence is not provided, the Buyer shall have to pay value-added tax on the invoice amount for deliveries within the Federal Republic of Germany.

4. In the case of deliveries from the Federal Republic of Germany to other EU Member States, the Buyer must provide us with its value-added tax identification number, which it uses for taxation purposes within the EU, prior to delivery. Otherwise, it shall have to pay the value-added tax owed by us for our deliveries in addition to the agreed purchase price at the same time.

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