



General Terms and Conditions Günter Bissinger Medizintechnik GmbH

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1. Conclusion and contents of the contract

1.1. All deliveries, services and quotations provided by Günter Bissinger Medizintechnik GmbH (hereinafter referred to as "BISSINGER") shall be based on the present general terms and conditions. Any divergent and/ or additional agreement shall require the explicit consent of BISSINGER. We expressly object to the general terms and conditions and to the conditions of purchase of the customer. They shall only form an integral part of the contract, if BISSINGER has approved them expressly and in writing.

1.2. Quotations submitted by BISSINGER shall be in principle without any commitment or obligation unless the contract is concluded. The customers shall be bound to their order (purchase order) for a period of 4 weeks after receipt of order by BISSINGER. A contract shall be considered as concluded if BISSINGER either confirms the acceptance of the order within this period in writing or performs the delivery.

1.3. For the sake of a continuous technological and medical development, BISSINGER reserves the right to modify the construction or the design even after acceptance of order, so far as it is reasonable and acceptable for the customer.

2. Prices

2.1. The prices valid at the time of conclusion of the contract shall apply. The conclusion of the contract shall become effective after dispatch of the order acknowledgement or when performing the delivery. Prices are valid ex works. Freight charges, postage, packaging and insurance charges - even in case of part shipments - shall be invoiced separately. The legal value added tax applicable on the date of delivery shall additionally be invoiced.

2.2. For an agreed delivery time of more than 4 months or in case of a delivery time of more than 4 months, which is beyond our control, we shall be entitled to reasonably adjust our prices, if our purchase prices, processing and/ or transport costs have increased (considerably).

3. Payment / delay in payment

3.1. Payments shall be effected within 10 days from date of invoice with a discount of 2% or within 30 days net cash without any deduction. In case of service or repair orders, the invoice shall be due immediately after receipt of invoice without any deduction. BISSINGER shall be entitled to request advance payment, in particular, in case of international business and first-time deliveries.

3.2. In case of transfer orders, payment shall be considered as effected after the amount has been credited to the account of BISSINGER, in case of payment by cheque or bill of exchange, payment shall be considered as effected at the respective time of honouring.

3.3. In case of any delay in payment, we shall charge an interest for delay which exceeds the base rate by 8% p.a.. The interest rate shall be increased or reduced if BISSINGER establishes a higher debit or the customer furnishes proof of a lower debit.

3.4. Should the customer fall into arrears with a payment, BISSINGER shall be entitled - without prejudice to any other right - to call due immediately all receivables from the customer, to retain all deliveries and services and to claim all rights with regards to the retention of title in accordance with section 9 ff. Furthermore, BISSINGER shall be entitled to request advance payment for deliveries which have not yet been performed.

3.5. Although provided otherwise by the customer, BISSINGER shall be entitled to credit any payment to prior debts of the customer. In case of accrued interests and charges, BISSINGER shall be entitled to credit any payment first to the charges, then to the interest and, finally, to the principal claim.

3.6. The customer shall only be entitled to set off these charges against the claims of BISSINGER, if the set-off is undisputed or if an effective title has been obtained. The customer shall only be entitled to enforce a lien, if the opposing claims arise from the same contractual relationship.

4. Delivery

4.1. Dates of delivery or periods of delivery which can be agreed to be binding or without binding force shall be stipulated in writing. Delivery times shall start with the conclusion of the contract. In case of subsequently agreed modifications of the contract, the respective date of delivery or period of delivery shall also be modified if required.

4.2. Four weeks after exceeding the deadline for a delivery date or a delivery period without binding force, the customer may request BISSINGER in writing to complete the delivery within a reasonable period of time. By means of this notice BISSINGER shall be put in default. Damages for delay in addition to the delivery may be claimed by the customer only if wilful or gross negligence can be imputed to BISSINGER. In case of default by BISSINGER, the customer shall also be entitled to set a final deadline in writing, while stating that they will refuse acceptance of the contractual performance after the expiry of the stipulated period. After expiry of the stipulated final deadline without any effect, the customer shall be entitled to withdraw from contract by notice in writing or to claim damages for non-performance. Damages can be claimed by the customer only if wilful or gross negligence is imputable to BISSINGER. The right to claim delivery is excluded in any of the cases cited in the present section.

4.3. Should a binding deadline with regards to a date or period of delivery be exceeded, BISSINGER shall already fall into arrears on the expiry of the stipulated date or period of delivery. The rights of the customer shall be determined by the provisions stipulated in section 4.2.

4.4. Force majeure, riots, strikes, lock out and major breakdowns for which BISSINGER cannot be held liable shall extend the dates and time periods specified in sections 4.1., 4.2. and 4.3. by a period corresponding to the period of the breakdowns due to the afore mentioned circumstances.

4.5. The details laid down in specifications concerning the scope of supply, appearance, performances etc. applicable on the conclusion of the contract, shall form an integral part of the contract. Nevertheless, unless guaranteed otherwise, these characteristics shall only be approximate and have not been assured, i.e. they shall only serve as criteria to determine whether the subject matter of the contract is faultless according to section 8.

4.6. BISSINGER shall be entitled to perform part shipments of the total order at any time, which, in accordance with section 3, have to be settled after receipt of invoice.

5. Transfer of risk / shipment

5.1. The registered office of BISSINGER shall be the place of performance. The customer shall be entitled to examine the subject matter of the contract at the agreed acceptance location, within eight days after the receipt of the notice of supply, and shall be obliged to accept the subject matter of the contract within this period.

5.2. Should, on the request of the customer, the subject matter of the contract be delivered to any location other than the registered office of BISSINGER, the transfer of risk shall be completed as soon as the subject matter of the contract has been delivered to the forwarding agent and has left the warehouse of BISSINGER. This shall also apply if the freight charges are borne by BISSINGER. It shall remain within the customer's responsibility to conclude transport insurances or other insurance policies.



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5.3. Any default of acceptance of the customer shall be equal to the transfer of risk.

5.4. Should the customer not accept the subject matter of the contract and perform final inspection within a period of fourteen days after the receipt of the notice of supply, BISSINGER shall be entitled to set in writing a final deadline of fourteen days for the customer, stating that BISSINGER will refuse the acceptance after expiry of the stipulated period. Should the stipulated final deadline expire without any success, BISSINGER shall be entitled to withdraw from contract by notice in writing or to claim damages for non-performance. The stipulation of a final deadline shall not be required, should the acceptance be refused seriously and definitely by the customer or should it be evident that, even within this period of time, the customer will not be able to pay the contract price.

5.5. Should damages be claimed by BISSINGER, they shall amount to 25% of the contract price. The damages claimed shall be increased or reduced accordingly, should BISSINGER prove higher damages or the customer prove lower damages. Should BISSINGER not exercise the rights in accordance with sections 5.4 and 5.5., BISSINGER shall be allowed to freely dispose of the subject matter of the contract and replace it by supplying a similar good in accordance with the terms of contract.

6. Packaging

The packaging of a delivery shall be invoiced in a lump sum by BISSINGER and may not be taken back. The customer shall be obliged to ensure a sound disposal at their own expenses.

7. Repair and service work

Repair and service orders by the customers, which are taken on by BISSINGER outside the warranty, shall be considered to be placed without prior consultation with regards to costs, should the price for the repair or service work not exceed 50% of the replacement price of the goods to be worked on. Otherwise, the charges for the cost estimate shall be invoiced to the customer, should they refrain from having the repair or service order executed after receipt of the cost estimate. The cost estimates shall be established without any guarantee as to their correctness. The charges for shipment and packaging shall be borne by the customer. Furthermore the present general terms and conditions shall apply accordingly.

8. Warranty

8.1. BISSINGER shall be notified immediately - or within one week after receipt of the goods at the latest - and in writing of complaints with regards to defects of quality, wrong shipment and/ or variations in quantity in case of apparent defects of the supplied goods. Should the defect become apparent only at a later date, BISSINGER shall be notified within one week after the discovery of the defect at the latest. Should the afore mentioned time limits not be observed, the goods shall be considered as accepted and any claims from warranty shall be excluded. The burden of proof concerning all prerequisites of a claim, and in particular with regards to the defect as such, the date of discovery of the defect, and the timeliness of the notice of defect, shall be entirely borne by the customer.

8.2. To all non-apparent defects a warranty period of one year starting from the delivery of the goods shall apply.
This warranty shall not apply if the customer has not notified BISSINGER of the defect in due time in accordance with sections 8.1. and 8.2.

8.3.

8.3.1 In case of a defect of the purchased object, the customer shall be entitled to claim remedy of the defect or replacement (performance at a later date). All expenses required for the purpose of performance at a later date, i.e. in particular freight charges, transport costs, labour and material costs, shall be borne by BISSINGER.

8.3.2 BISSINGER shall be entitled to refuse the type of performance at a later date chosen by the customer, without prejudice to § 275 paragraphs 2 and 3 of the German Civil Code, if the performance at a later date may only be realised while incurring disproportionate costs. In this case, the customer's claim shall be limited to the other type of performance at a later date. BISSINGER's right to refuse, even in case of these conditions, the performance at a later date due to disproportionate costs shall remain unaffected.

8.3.3. Should the performance at a later date fail or be refused by BISSINGER, the customer shall be entitled to withdraw from contract or to reduce the purchase price. The performance at a later date shall be regarded as failed after trying twice without success, unless provided otherwise due to the nature of the object or defect or the other circumstances. Should the non-conformity with the contract be insignificant, in particular in case of minor defects, the customer shall not be entitled to withdraw from contract.
In case of termination of the contract due to a defect in title or in quality, the customer shall not be entitled to claim damages for the defect.

8.4. No warranty shall apply should the occurring defects be subject to one of the following causalities:

- The customer has not notified the defect in accordance with section 8.1. by giving immediate opportunity for a performance at a later date, or the subject matter of the contract has been overloaded or handled inexpertly, or the respective operating or maintenance instructions have not been observed by the customer.
- Repair, maintenance or service work with regards to the subject matter of the contract were previously performed by a company other than BISSINGER or a company expressly authorised by BISSINGER.
- The subject matter of the contract was equipped with components or was used together with components or accessories whose use had not been approved before by BISSINGER, or the subject matter of the contract was modified by the customer in any other way not approved by BISSINGER. Any warranty shall be excluded in cases of natural wear of the subject matter of the contract.

8.5. Warranty promises shall only be effective should they have been agreed in writing or confirmed in writing by BISSINGER.

8.6. Any right to exchange shall generally be excluded. Should an exchange or repurchase be performed in certain cases, which shall be exclusively restricted to new and factory-packed goods, the customer shall pay the handling charges amounting to at least 20% of the net invoice amount plus the respectively applicable legal value added tax to BISSINGER.

9. Retention of title

9.1. The goods delivered shall remain the property of BISSINGER until the payment of the purchase price and all debts accrued within the framework of the business relation are settled.

9.2. During the period of retention of title, the customer shall be entitled to possess and use the subject matter of the contract, in so far as they meet their obligations with regards to the retention of title and the general terms and conditions in due course.

9.3. The customer shall be entitled to resale or process the reserved goods within the framework of regular business operations, either against immediate payment or with retention of title.



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9.4. As long as the retention of title is effective, any pledging, chattel mortgage, leasing or any other transfer of the subject matter of the contract impairing the safeguarding of BISSINGER, as well as any modification of the good shall be subject to prior approval in writing by BISSINGER. The customer shall ensure BISSINGER the gratuitous deposit of the good.

9.5. For reasons of security, the customer shall now cede to BISSINGER the claims resulting from the resale or the processing of the reserved good, as well as all subsidiary rights against the third-party debtor, up to the invoice amount and with the right to collect the debts. Herewith BISSINGER accepts the cession. Should the safeguarding value exceed the amount of the claim filed by BISSINGER by more than 20%, BISSINGER shall release the safeguarding at their own discretion on request of the customer. Until further notice, the customer shall be entitled to collect the claim ceded to BISSINGER; the collection shall be effected on a trust basis and on account of BISSINGER. The collected proceeds shall therefore be due to BISSINGER and shall be passed on to BISSINGER. On request by BISSINGER, the customer shall be obliged to disclose the cession to a third party and to provide the information required to assert the respective rights by BISSINGER against the third party. The collecting power may only be revoked should the conditional purchaser not duly meet their financial obligations towards BISSINGER. Under these conditions only shall BISSINGER be in a position to request the customer to disclose the cession to a third party.

9.6. The customer shall be obliged to immediately notify BISSINGER of any seizure and impairment of BISSINGER's rights by third parties with regards to the reserved good or the claims ceded to BISSINGER, and to support the intervention on the part of BISSINGER in every respect.

9.7. The charges with regards to measures for the preservation and protection of the property of BISSINGER shall be borne by the customer.

9.8. Tacking back the reserved goods by BISSINGER shall not imply a termination of contract.

10. Liability

10.1. BISSINGER's liability shall generally be restricted to wilful or gross negligence. This shall neither apply to the liability for damage resulting from injuries to life, body or health, nor to the liability in major cases of breach of contract. In these cases, BISSINGER shall also be liable for slight or ordinary negligence; however, liability shall be limited to typical and reasonably foreseeable damage.

10.2. The limited liability of section 10.1 shall also apply to damage not caused to the contractual item itself (consequential damage) as well as to expenses resulting from a recall due to product defects.

10.3. The provisions of the German product liability law shall remain unaffected. Bissinger shall be discharged from liability in accordance with the German product liability law, if

- the product was not placed on the market by BISSINGER,
- according to the circumstances, it has to be assumed that, at the time BISSINGER placed the product on the market, the product did not have the defect which caused the damage,
- the defect is due to the fact that the product, at the time it was placed on the market by BISSINGER, had met legal requirements leading to the defect, or
- at the time the product was placed on the market by BISSINGER, the defect could not be detected applying state-of-the art science and technology.

Should BISSINGER produce partly complete products, any liability for damage shall be excluded in that the event the defect was caused by the design of the product into which the partly complete product had been integrated or by the operation instructions pertaining to the product. This provision shall also apply if Bissinger produces a basic substance or material.

10.4. Damages claimed by the customer due to a defect shall become barred by limitation after a period of one year from the delivery of goods. This provision shall not apply should fraud be imputable to BISSINGER.

10.5. The rights of the customer with regards to the warranty in accordance with section 8 shall remain unaffected.

10.6. The claims arising from delay in delivery are concluded in section "4. Delivery".

11. Secrecy / trademark protection

11.1. Without express consent of BISSINGER, it shall be prohibited to pass on to competitors or unauthorised persons the originals or reproductions of any document relating to quotations and/ or sales and of any other document, including image, sound and other data carriers, or to use these documents in any other way harmful to BISSINGER's interests. Furthermore, it shall be prohibited to communicate, verbally or in writing, the conditions and in particular the prices specified in the quotation submitted by BISSINGER to third parties.

11.2. Without prior approval in writing by BISSINGER, the customer shall not be allowed to use or utilize in any way the name "BISSINGER", the trademark "BISSINGER", the logo or any other trademarks or labels on the part of BISSINGER.

12. Termination of contract

Until the shipments of goods, BISSINGER shall be entitled to withdraw from contract should the customer acts contrarily to the conditions of the contract in a substantial way, the financial standing of the customer deteriorates considerably or the conditions taken as a basis for the present contract be subject to major changes.

13. International deliveries

Due to existing agreements with international customers, the export of any product purchased from BISSINGER shall require the express written approval by BISSINGER.

14. Place of performance, place of jurisdiction, applicable law

14.1. The contracting parties agree that the registered office of BISSINGER shall be place of jurisdiction and place of performance, if

14.1.1. the contracting parties are businessmen, legal entities or special funds under public law;

14.1.2. the general place of jurisdiction of one of the two contracting parties is not Germany;

14.1.3. the customer to be claimed by way of action has transferred their residence or general abode to any place outside the area of application of the German code of civil procedure after conclusion of the contract, or if the residence or general abode of the customer are not known at the time of filing the action.



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14.2. The place of jurisdiction settled by law for the institution of proceedings for default action shall remain unaffected by the provisions under section 14.1.

14.3. All legal relationships between BISSINGER and the customer(s) shall be exclusively subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sales of Goods dated April 11, 1980 (UN purchase law) and excluding the German private international law.

15. Final provisions

15.1. BISSINGER shall be entitled to process the customer data received with regards to or within the framework of the business relations in compliance with the provisions of the German Federal Data Protection Act, no matter whether the data was received by the customers themselves or by third parties.

15.2. Should any provision of the present contract concluded with the customer be held to be void, the validity of the other provisions shall not be affected. In this case, the void provision shall be substituted by a valid provision, which comes closest in its economic effects to the void provision.

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