

## **General Business Terms (AGB) of RoweMed AG - Medical 4 Life**

### **I. Scope**

1. The following General Business Terms shall apply to all business transactions of RoweMed AG with registered seat in Parchim (HRB 7789 Schwerin) and branch in Melsungen, Germany. They shall apply exclusively towards entrepreneurs. They shall also apply to all future similar business relationships even if they are not explicitly agreed once again.
2. Contradictory or deviating agreements and business terms of the customer are only binding for us if they have been explicitly recognised by us in writing. This shall also apply to the exclusion of this written form requirement.

### **II. Conclusion of contract**

1. All offers, delivery deadlines and other promises are without obligation.
2. The stated prices are deemed net – if not otherwise agreed in writing – in EURO (€) and apply to delivery ex works (place of shipment).
3. The value added tax shall be invoiced separately in the respective rate as stipulated by law.
4. All orders, amendments, addendums and collateral agreements require our written confirmation in order to be legally valid.

### **III. Framework and release order contracts, minimum order value**

1. Framework and release order contracts oblige the customer to accept the total quantity upon which the framework/ release order is based.
2. Insofar as no certain release order dates can be derived from the contract the total quantity of the framework/ release order is to be called within 12 months since the placement of the order.
3. If release order dates are not adhered to by the customer then we are entitled to delivery and to charge in full four weeks after the written announcement with reference to the consequences of the release order which was not carried out. Our rights from a default of the customer remain unaffected.
4. In case of an order value of less than € 500.00 we are entitled to invoice the customer a processing surcharge in the amount of up to € 100.00.

### **IV. Copyrights, non-disclosure**

1. We reserve the property rights and exploitation rights under copyright law to our cost estimates, drawings and other documents to an unlimited extent. They may not be made accessible to third parties without our written consent. They are exclusively to be used for the execution of the contractual services and to be returned to us upon request after conclusion of the contract or with the non-acceptance of an order immediately without request, possible copies are to be destroyed immediately.
2. The customer undertakes to maintain secrecy concerning all business, operational and technical information of RoweMed AG, of which it has become or becomes aware in connection with the business transaction, which are named or marked as confidential by us, also beyond the end of the contractual relationships as long and as far as this information has not become generally known in any other manner or we have waived the non-disclosure in writing.

### **V. Delivery, passing of risk**

1. Delivery dates/deadlines shall apply ex works of RoweMed, they require a written confirmation and shall apply subject to the correct and timely self-delivery. They shall be deemed as satisfied if the goods have been reported as ready for shipment at the agreed date. The adherence to delivery deadlines presumes in any case the timely receipt of all documents, which are to be delivered by the buyer, necessary permits, releases, the timely clarification and approval of the plans, the compliance with the agreed terms of payment and other obligations. If these pre-requisites have not been satisfied the delivery deadline shall be extended by a reasonable period of time.
2. We are entitled to make partial deliveries.
3. In case of force majeure or other exceptional circumstances which are unforeseeable for us and not our fault – even if they occur at the sub-suppliers – these shall not be deemed as delay in delivery. These events shall extend the delivery deadline to a reasonable extent. If the delivery or service is impossible or unreasonable through the stated circumstances then we shall be released from the delivery obligation. If the delivery time is extended or if we are released from the delivery obligation then the buyer cannot derive any claims for damages from this.
4. Incidentally, claims for damages are limited to the events of wilfully or gross negligently caused delay in delivery.
5. In case of non-serial devices or special productions we reserve the right to also deliver produced surplus pieces.
6. The goods shall be shipped, insofar as not otherwise agreed, at the risk and costs of the customer. The risk shall pass to the customer as soon as the goods have been reported as ready for shipment, by no later than with the despatch. This shall also apply if carriage paid delivery has been agreed. We are at liberty to decide about the type and way of the shipment as well as to determine the place of shipment – insofar as not otherwise agreed. At the customer's request and at its costs the shipment shall be insured by the seller against breakage, transport, fire and water damages.

## **VI. Production according to the instructions of the customer**

1. In case of production according to customer drawings, samples and other instructions of the customer we shall not assume any warranty or liability for the functional capability of the product and for the non-existence of other defects insofar as these are not due to the customer's instructions.
2. The customer shall indemnify us from possible claims of third parties, also from product liability, against us owing to damages caused by the goods unless we have caused the damages by wilful intent or gross negligence.
3. The customer assumes the warranty towards us that the production and delivery of the goods produced according to its instructions do not infringe any property rights of third parties. In the event of the assertion of property rights against us we are entitled to cancel the contract after hearing the customer without any legal examination of the possible claims of third parties unless the third party withdraws the assertion of the property rights within 8 days by written declaration towards us. The customer has to compensate us for any damages which are possibly suffered by the assertion of the property rights. In the event of the cancellation the work performed by us so far is to be remunerated. Further rights according to the statutory provisions remain unaffected.
4. The forms, tools and construction documents produced by us for the execution of the order are exclusively our property. The customer is not entitled to any claims hereto even if it participates in the costs for the production of forms, tools and construction documents unless explicitly otherwise agreed.

## **VII. Acceptance, report of defects, liability, warranty**

1. The customer has to inspect the goods immediately after receipt.
2. If defects which are recognised during the inspection are not reported within 10 days after receipt of the goods then the goods shall be deemed as approved and carried out as per contract. The take over of the goods without an objection by carriers or freight forwarders shall be deemed as proof for the impeccable packaging and excludes claims against us owing to damages or losses of quantity suffered in transit.
3. Insignificant deviations from quality, colour, dimension and weight do not represent any reason for complaint.
4. In case of a timely and justified report of defect we are initially entitled to subsequent satisfaction. In case of failure of the subsequent satisfaction the customer reserves the right to reduce the purchase price or to cancel the contract. Further claims of the buyer are excluded.

## **VIII. Reporting obligations, resale**

1. The customer undertakes to report all incidents or almost-incidents with our products to us immediately irrespective of whether they are liable to reporting towards authorities according to the respective applicable regulations for medical devices.
2. In the event of the resale of our products the customer has to ensure through suitable measures that during and after the sale all respective applicable statutory provisions, in particular those for medical devices, are complied with.

## **IX. Reservation of title**

1. The goods shall remain our property until the payment of all of our claims no matter for what legal grounds against the customer until the redemption of all bills of exchange and cheques given to us in payment, even if the purchase price has been paid for particularly described claims. In case of current account the reserved ownership is deemed as security for our balance claim.
2. In case of conduct of the customer in breach of the contract – in particular with default of payment – we are entitled to take the reserved goods back.
3. The customer hereby now already assigns the claims of the customer from a resale of the reserved goods against its buyers with all secondary rights to us in order to secure all of our claims from the business relationship. The customer is only entitled and authorized to resell the goods if the claims from the resale are passed to us. The customer is not entitled to other disposals over the reserved goods. Upon our request the customer undertakes to announce the assignment to the third party for payment to us and to provide us the information which is necessary for collecting the claim and to hand over the necessary documents.
4. If facts become known which substantiate serious misgivings about the creditworthiness of the customer and our claim for remuneration appears endangered hereby and the refusal of the buyer to guarantee the fulfilment of the contract through step-by-step service or by provision of collateral entitle us to cancel the contract.

## **X. Payment**

1. Invoices are principally payable free payment agency to us without any deduction within 30 days from invoice date.
2. Deemed as payment is the day of the receipt of the money by us or the day of the credit onto one of our bank accounts. Credits are to be discounted if the underlying invoice is paid with the deduction of cash discount.
3. Payments are initially to be used to cover the costs and interest and then to settle the oldest due items.

4. In case of payment after expiry of 30 days we reserve the right, in case of delay in payment without a fault without a reminder to charge interest in the amount of customary bank credit interest from the invoice amount, incidentally interest on default in the amount of the statutory interest stipulated in § 288 BGB [Civil Code].
5. The hand over of bills of exchange and cheques is deemed as conditional payment. Bills of exchange are only accepted owing to special agreements. They may not have a longer term than three months. All incurred bank, discount and collection charges shall be for the account of the customer. In case a bill of exchange is objected to in the absence of payment all current invoices — also those amounts for which the bills of exchange have been issued — shall be due and payable immediately.
6. Offsetting against our claims is only possible or a right of retention can only be exercised if we have recognised the counter-claim or this has been declared final and binding.

#### **XI. Place of performance and place of jurisdiction**

1. The place of performance for deliveries is the respective place of shipment, for the payment Parchim (bank account).
2. The exclusively place of jurisdiction with all disputes arising indirectly or directly from the contractual relationship is the court of jurisdiction for the registered seat of the seller.
3. The law of the Federal Republic of Germany applies to all contractual relationships.

#### **XII. Partial invalidity**

Should one provision of these terms and conditions be invalid, this shall have no effect on the validity of all other provisions.

#### **XIII. Data processing clause**

The customer is hereby informed and agrees that personal data, in particular contact information, are stored by us for purposes of the business relationships entered into by taking into consideration the respective applicable data protection law and – insofar as permitted by law – used or transmitted.

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#### **RoweMed AG – Medical 4 Life**

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