

General Terms and Conditions (T&Cs) of RoweMed AG – Medical 4 Life

I. Application area

1. The following general terms and conditions apply to all business transactions of RoweMed AG based in Parchim, Germany, registered in the commercial register of the district court Schwerin under the number HRB 7789 (hereinafter referred to as “RoweMed” or “we” or “us”), with our customers and suppliers, in particular on the purchase and sale or delivery of movable items as well as the development of products (hereinafter referred to as “goods”). They apply exclusively to entrepreneurs in terms of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law. The T&Cs apply between us and the customer as a framework agreement also for similar future contracts in the in each case valid version at the time of reaching an agreement, even if they are not expressly agreed upon again in individual cases, anyhow in the version that was last notified in text form to the contractual partner.
2. These T&Cs are valid exclusively. Different or deviating regulations and terms and conditions of the customer/supplier are only binding for us if their validity has been explicitly approved by us in writing. This shall also apply in cases in which we, aware of conflicting or from these terms and conditions deviating terms of the customer/supplier, carry out the performance without declaring a reservation or accept a performance without declaring a reservation.

A. Regulations for customers

II. Conclusion of contract with customers

1. All offers, delivery periods and other commitments are subject to change without notice. The offers sent by us are binding for four (4) weeks subject to any other time limit expressly stated in the offer.
2. The prices quoted are – unless otherwise agreed in writing- net prices in EURO (€) and apply to delivery ex works (place of dispatch).
3. The sales tax will be invoiced separately in the legally determined amount.
4. All orders, amendments, supplements and subsidiary agreements shall require our written consent to be legally effective, which shall be given within four (4) weeks after receipt of the declaration by the customer. We reserve the right to extend the aforementioned period if this is necessary in individual cases. We will inform the customer of the extension in text form.

III. Framework and release order contracts, minimum order value

1. Framework and release order contracts oblige the customer to accept the total quantity on which the framework / release order is based.
2. As far as no specific release order dates arise from the contract, the entire quantity of the framework / release order shall be retrieved within twelve (12) months after placing the order.
3. If the customer fails to meet release order dates, we shall be entitled to deliver and invoice the total quantity in full four (4) weeks after written notice referring to the consequences of the omitted release order. Our legal rights arising from a delay on part of the customer shall remain unaffected.
4. With an order value of less than 500.00 € we are entitled to charge the customer a processing supplementary charge of 100.00 €.

IV. Copyrights, confidentiality

1. We retain unrestricted rights of ownership and copyright exploitation to our cost estimates, drawings and other documents. They may not be made accessible to third parties without our written consent. They may only be used for the performance of the contractual services and shall be returned to us immediately upon request after conclusion of the contract or in the event of non-acceptance of an order they shall be returned immediately without being requested to do so; any copies shall be destroyed immediately.
2. The customer is obligated to maintain secrecy about all the business, operational and technical information about RoweMed which has become known or becomes known to him in connection with the business transaction and which is named or marked as confidential by us, even beyond the end of the contractual relationship, as long as to the extent that this information has not otherwise become public knowledge or we have waived secrecy in writing.

V. Delivery times and delivery delays

1. Delivery times shall only be considered as agreed upon after explicit written confirmation.
2. An agreed delivery time shall in any case be extended for the period for which RoweMed is unable to perform because the customer fails to meet its obligations.
3. In the case of an event as a result of which we are unable to meet the delivery deadline through no fault of our own (non-availability of the service), in particular in the case of higher force or other circumstances which are unforeseeable for us, extraordinary and through no fault of our own – even if they occur at the pre-supplier's and we have concluded a congruent hedging transaction with him – delay in delivery shall not occur.

4. If a case according to No. 3 occurs, we shall inform the customer thereof immediately and notify him of the new delivery period as soon as possible. If the delivery cannot be made within the new delivery period or if the delivery or service is impossible or unreasonable, we are entitled to withdraw from the contract; we will reimburse any counter performance already rendered by the customer without delay. If the delivery time is extended or if we are released from the delivery obligation, the customer cannot derive any claims for damages from this.
5. The occurrence of a delay in delivery is otherwise determined in accordance with the legal provisions, with a reminder from the customer being required in any case.
6. Claims for damages shall be limited to the cases of intentional or grossly negligent caused delays in delivery. The rights of the customer according to number XVI of these T&Cs remain unaffected. The same applies to the legal rights of RoweMed, in particular in the case of an exclusion of the obligation to perform.

VI. Delivery, transfer of risk

1. Delivery is made ex works, where also the place of performance for the delivery is located. At the customer's request and expense, the goods may be sent to another destination. Unless otherwise agreed in the contract, responsibility for selecting the transport company, the shipping route and the packaging lies with RoweMed. At RoweMed's option or at the customer's request, the delivery shall be insured by RoweMed at the customer's expense against breakage, damage in transit, fire and water damage.
2. We are entitled to make partial deliveries.
3. Unless otherwise agreed, the goods shall be shipped at the customer's risk and expense. The risk of accidental destruction and accidental deterioration shall pass to the customer as soon as the goods have been reported as ready for dispatch, at the latest, however, upon dispatch of the goods to the customer. This shall also apply if carriage free delivery has been agreed.
4. If the customer is in default of acceptance, if he fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses.
5. In case of non-serial devices or special productions we reserve the right to also deliver produced surplus pieces.

VII. Manufacturing in accordance with customer instructions

1. In the case of production according to customer drawings, samples and other instructions of the customer, we do not take over any warranty and liability for the functionality of the product and for the absence of other defects, as far as these are based on the customer instructions.
2. The customer shall indemnify us against any claims by third parties, including product liability claims, against us for damage caused by the goods, unless we have caused the damage intentionally or through gross negligence.
3. The customer warrants to us that the manufacture and delivery of the goods manufactured in accordance with his instructions do not infringe any property rights of third parties. If property rights are asserted against us, we are entitled to withdraw from the contract after hearing the customer, without legal examination of the possible claims of third parties, unless the third party withdraws the assertion of the property rights within five (5) working days by written declaration towards us. The customer has to compensate us for any damages caused by the assertion of the property rights. In the event of a withdrawal, the work carried out by us to this point shall be remunerated. Further rights according to the legal regulations 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.

VIII. Acceptance, notice of defects, liability, warranty

1. The rights of the customer in the event of material and legal defects shall be determined by the statutory provisions subject to the provisions of these T&Cs.
2. The liability for defects shall be based on the agreement reached on the condition of the goods, including in particular all product descriptions and manufacturers' information which are the subject of the contract or which were made public by us at the time of conclusion of the contract.
3. The assertion of claims for defects requires that the customer has inspected the goods immediately upon receipt and has fulfilled his obligations to notify defects.
4. If no notice of any defects recognizable during the inspection is given within five (5) working days upon receipt of the goods at the latest, the goods shall be considered to be in accordance with the contract. The acceptance of the goods without complaint by forwarding agents or carriers shall be considered proof of perfect packaging and excludes claims against us due to damage or loss of quantity occurring in transit.
5. Insignificant deviations in quality, color, size and weight shall not constitute grounds for complaint.
6. Should a defect become apparent at a later time, this must be notified to us immediately in writing. If the customer violates the obligation to inspect or if there is no or a delayed notification of the defect, our liability according to the statutory provisions is excluded.
7. In the event of a timely and justified notice of defects, we may first provide subsequent performance. In case of failure of the subsequent performance, the customer reserves the right to reduce the purchase price or to withdraw from the contract.

8. For the purpose of subsequent performance, the goods objected to shall be handed over to us by the customer; in the event of replacement delivery, the goods objected to shall be returned to us.
9. The costs of the inspection and subsequent performance, in particular the costs of transport, travel, work and materials shall be covered by RoweMed in accordance with the statutory provisions if a defect actually occurs. The costs arising from an unjustified demand to remedy a defect shall be reimbursed to RoweMed, unless the lack of defectiveness was not recognizable to the customer.
10. In order to prevent unreasonable damage or in case of endangerment of operational safety, the customer has the right to remedy the defect himself and to claim reimbursement of the objectively necessary expenses. The customer shall notify us in advance of any such self-execution. We reserve the right to declare the immediate performance of the actions necessary for the removal of the defect by us upon notification of the self-execution. In this case, the customer's right of self-execution shall be excluded. The right of self-execution according to this No. 10 is excluded if the subsequent performance by us could be refused according to the statutory provisions.
11. Claims of the customer for damages or reimbursement of wasted expenses shall exist in accordance with Section XVI of these T&Cs and are excluded otherwise.

IX. Reporting obligations, resale

1. The customer is obliged to notify us immediately of all incidents within the terms of § 2 No. 1 of the German Medical Devices Safety Plan Regulation (Medizinprodukte-Sicherheitsplanverordnung - MPSV) or of nearly incidents with our products, regardless of whether they are required to be reported to the authorities in accordance with the applicable regulations for medical devices.
2. In the event of the resale of our products, the customer shall take appropriate actions to ensure that during and after the resale all applicable statutory provisions, in particular those for medical products, are complied with. The customer shall in the event of resale stipulate an obligation on the part of his customer in accordance with No. 1 to report incidents.

X. Reservation of ownership

1. The delivered goods (hereinafter referred to as "**Reserved Goods**") shall remain our property until payment of all our current and future claims arising from the business relationship with the customer, including all current account balance claims.
2. In the event of the customer acting in breach of contract - in particular in the event of default in payment - we are entitled to withdraw from the contract in accordance with the statutory provisions or to demand the return of the Reserved Goods.
3. The customer is entitled in accordance with the following provisions to resell or process the Reserved Goods in the ordinary course of business.
 - a. The customer hereby cedes to us already now the claims of the customer against his customers arising from a resale of the Reserved Goods together with all ancillary rights in order to secure all our claims arising from the business relationship.
 - b. The customer is only entitled and authorized to resell the Reserved Goods if the claims from the resale are transferred to us. The customer is not entitled to any other disposal of the Reserved Goods.
 - c. The customer remains authorised to collect the claim in addition to us. RoweMed is obliged not to collect the claim as long as the customer meets his payment obligations towards us and there is no defect in his ability to pay. At our request, the customer is obliged to notify the third party of the cession for payment to us and to provide us with the information required to collect the claim and to hand over the necessary documents.
4. The discovery of facts which give reason to serious doubts about the creditworthiness of the customer and on the basis of which our claim to remuneration appears to be endangered and the refusal of the customer to ensure the fulfillment of the contract by step-by-step performance or by provision of security shall entitle us to withdraw from the contract.
5. If the value of the securities which can be realized exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

XI. Payment

1. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods to the account specified in the invoice, unless otherwise agreed in writing.
2. Payment shall be considered to have been made on the day on which the amount is credited to one of our bank accounts. Credit notes are to be discounted if the invoice on which they are based is paid with deduction of cash discount.
3. Payments are first used to cover costs and interest and then to settle the oldest items due.
4. Upon expiry of the payment period, the customer shall be in default. During the period of default, the purchase price shall be subject to interest at the applicable statutory default interest rate. Claims according to § 353 HGB (German Commercial Code) remain unaffected by this. We reserve the right to claim further damages caused by default.
5. Our claims may only be offset or a right of withholding may only be exercised if we have acknowledged the counterclaim or if it has been established as legally binding.

XII. Limitation period

1. The limitation period for claims of the customer arising from material and legal defects is one year from delivery or - if so agreed - from acceptance.

2. The aforementioned limitation period shall also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the statutory limitation period would lead to a shorter limitation period.
3. Claims for damages under the Product Liability Act (Produkthaftungsgesetz) and under Section XVI No. 1 shall expire in accordance with the statutory provisions.

B. Regulations for suppliers

XIII. Conclusion of contracts with suppliers

1. Our orders are only binding upon written submission or confirmation. In the event of obvious errors such as spelling and calculation errors as well as incompleteness, the supplier must point out such errors for the purpose of correction or completion.
2. The Supplier must confirm our order within a period of five [5] working days, beginning with the day of the binding order, or execute it by dispatching the goods (hereinafter referred to as "**Acceptance**").
3. A delayed Acceptance is regarded as a new offer and requires the written confirmation by RoweMed.

XIV. Delivery times and delivery delays

1. The delivery time stated by us in the order is binding. The supplier is obliged to inform us immediately in text form if he will probably not be able to meet the agreed delivery times.
2. If the supplier does not fulfil his obligations or does not fulfil them within the time agreed, our claims shall be based on the statutory provisions.

XV. Producer's liability

1. If the supplier is responsible for product damage, he shall indemnify us from the claims of third parties if he himself is liable in the relationship with third parties and if the cause of the damage lies within his sphere of control and organization.
2. The supplier must reimburse us for expenses in accordance with §§ 683, 670 BGB (German Civil Code) arising from or in connection with claims by third parties, including recall actions carried out by us, as part of the indemnification obligation. We will inform the supplier about the content and extent of recall measures as far as this is possible and reasonable. Further legal claims remain unaffected.

C. General Regulations

XVI. Liability

1. Unless otherwise stated in these T&Cs, claims for damages by the customer/supplier are excluded. Excluded from this are claims for damages by the customer/supplier arising from injury to life, bodily injury, damage to health or from the breach of essential contractual obligations (cardinal obligations), as well as the liability for other damages which are based on an intentional or grossly negligent breach of duty by RoweMed, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.
2. In the event of a breach of essential contractual obligations, RoweMed shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless it is a matter of claims for damages arising from injury to life, bodily injury or damage to health.
3. The restrictions of No. 1 and 2 also apply in favor of RoweMed's legal representatives and vicarious agents if claims are asserted directly against them.
4. The limitations of liability resulting from No. 1 and 2 shall not apply if RoweMed fraudulently concealed the defect or assumed a warranty for the quality of the item. The provisions of the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.
5. Due to a breach of duty which does not consist in a defect, the customer may only withdraw or terminate the contract if we are responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply.

XVII. Individual agreements, subsidiary agreements, supplements

1. Agreements made with the customer/supplier in individual cases, including any subsidiary agreements, supplements and amendments made to them, shall in any case take precedence over these T&Cs. For evidence purposes, a statement clarifying the precedence over the T&Cs shall be incorporated into the agreement.
2. Any declaration or notification by the customer/supplier in relation to the contract with RoweMed shall be made in text form, unless these T&Cs or the agreement between the parties prescribes a stricter form.

XVIII. Place of jurisdiction

1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of RoweMed. Overriding legal regulations, in particular to exclusive jurisdictions, remain unaffected.
2. For all contractual relationships, the law of the Federal Republic of Germany shall apply with exclusion of international harmonized law, in particular the UN Convention on Contracts for the International Sale of Goods.

XIX. Data protection rules

The processing of data within the framework of the initiation and processing of the contractual relationship with the customer is carried out in accordance with our data protection declaration. This is available on our homepage (<https://www.rowemed.de/datenschutz.html>).

XX. Final provisions

1. The customer/supplier agrees that the contract-related communication can take place in electronic form.
2. Should any individual provisions of these T&Cs be wholly or partially invalid or void, this shall not affect the validity of the remaining provisions or remaining parts of such provisions. The ineffective points shall be replaced, if existent, by the statutory provisions.

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RoweMed AG – Medical 4 Life

Juri-Gagarin-Ring 4, 19370 Parchim,
Germany
Supervisory board: chairman Dr. Karl J. Werner
Deputy Jakob-Hinrich Leverkus, Dr. Kerstin Wex
Board: Vors. Dr. Dirk Forberger, Dipl.-Ing. Frank Dietrich

HRB Nr. 7789 / District Court Schwerin
Tax number: 090 100 00057
sales tax identification number: DE812914533
Phone +49 (0) 3871 451 280
Fax +49 (0) 3871 451 282
www.rowemed.de