General Terms and Conditions of Trade MedCare Visions® GmbH

1. General

1.1 All quotations, deliveries and performance shall be made exclusively on the basis of these terms and conditions of trade. These terms and conditions shall also apply, in the version currently applicable at the time, to contracts concluded in the future, even if they are not referred to again expressly. Our terms and conditions of trade shall be deemed to have been accepted on receipt of delivery or performance at the latest.

1.2. Terms and conditions of trade of the customer which deviate from our own and which we do not recognize expressly in writing shall not be binding upon us, even if we do not expressly object to them.

1.3 MedCare Visions® GmbH is abbreviated as MCV in the following text.

2. Quotations and conclusion of contract

2.1 Our quotations shall be non-binding in all cases.

2.2 Orders and declarations of acceptance shall require to be confirmed by us in writing or by telex; performance shall also count as confirmation. Collateral agreements, additions or amendments to the contract shall require to be confirmed by us in writing if they are to have any legal validity. This shall also apply to any deviations from these terms and conditions of trade.

2.3 Only qualities expressly designated by us in writing as being subject to warranty shall be subject to warranty. Statements of dimension and weight and information on technical standards or norms shall serve only as descriptions of performance. Warranty shall only extend to cover the risk of consequential loss or damage if there is express written agreement on the matter.

3. Prices

3.1 All prices are subject to value added tax at the current statutory rate.

3.2 If the agreed period of delivery exceeds four months and if the cost factors which are material in determining the price change substantially between the time of the quotation or conclusion of the contract and the time of delivery, we shall have the right to adjust the price on a scale appropriate to said change. If the price increases by more than 10%, the customer shall have the right of rescission.

4. Terms of payment

4.1 Unless otherwise stated in the confirmation of the order or invoice, invoices shall fall due for payment within 21 days as from the date of receipt. Payment shall be adjudged as having been made when we receive the money, or it is credited to our account.

4.2 Offsetting against our claim shall only be allowed if there are counterclaims which are undisputed or have been established in law as final and absolute. The customer shall only have the right of retention if we grossly violate our obligations under the same contractual relationship.

5. Delivery, delivery period, default

5.1 Due dates or deadlines for delivery, which can be agreed either as binding or as non-binding, are to be stated in writing in all cases. They shall be non-binding in cases of doubt. Due dates or deadlines shall be deemed to have been met if the articles to be delivered have left the works or advice has been given of their being ready for dispatch by said date. Compliance with due dates and deadlines assumes that the customer has fulfilled his contractual obligations completely and in due time.

5.2 Force majeure, strikes, lockouts and other unusual circumstances beyond our control – e.g. late supply to ourselves, accidents, incidents, breakdowns or stoppages, interventions on the part of the authorities etc. – shall give us the right to postpone delivery for the duration of the hindrance plus a reasonable start-up or restart period. Neither shall we be held responsible for such circumstances during a period of default which has already begun.

5.3 Returns of goods by the customer must be registered with MCV in advance in writing and authorized by MCV with a ticket number. Personal return of goods or handing over of goods of the customer to employees of MCV are considered unauthorized. If possible, unauthorized returns will not be accepted by MCV. If the unauthorized returned goods are accepted due to a lack of external identification options, they will be transferred to the MCV quarantine warehouse after identification and the sender has the option of having the goods picked up again within 3 working days. Thereafter, the goods will be destroyed at the sender's expense. In the case of goods returned by the customer due to incorrect orders, processing fees are generally due. A return of goods due to wrong ordering causes in any case a restocking fee. This fee is minimum 30% of the value of the returned goods. In principle, there is no right to return goods of incorrect or wrong orders.

5.4 If devices from the clinical environment are sent to MCV - no matter what the reason - a proof of decontamination must always be enclosed. If this proof is not enclosed, a cleaning and decontamination fee of EUR 49.00 plus VAT will be charged automatically.

5.5 If devices are sent to MCV for repair, the contract is automatically concluded, and the sender agrees that a lump sum for decontamination and device verification in the amount of EUR 49.00 plus VAT will be charged.

5.6 Where devices are sent to MCV for repair/inspection and a quotation is requested, a contract shall automatically be formed, firstly, for the costs of the working hours required to prepare the quotation, should this not be accepted, and secondly, for the costs of storage should the quotation not be accepted within the validity period.

6. Passage of risk, acceptance, packaging costs

6.1 Notwithstanding the rights referred to in para. 7, the customer shall accept delivered articles even if they are defective.

6.2 Transport packages, and all other packaging as stipulated in the German Packaging Act shall not be returnable, with the exception of pallets. The customer shall be under obligation to ensure that packaging is disposed of at his own expense.

7. Notification of defects, warranty

7.1 Notification is to be given in writing of defects or incorrect delivery without delay. Otherwise, the delivery shall be deemed to have been approved.

7.2 For commercial products, the warranty conditions of the respective manufacturers apply. For products manufactured by MCV, the warranty conditions of MCV apply.

7.3 For defects, including the absence of qualities subject to warranty (para. 2.3), we shall be liable as follows:

a) According to our own choice, we shall be under obligation either to rectify said defects or carry out a replacement delivery free of charge. This obligation shall be in abeyance as long as the customer remains in arrears with his payment obligations by an amount which is more than twice the amount of the decrease in the value of the articles delivered occasioned by the defects. The statutory warranty and limitation periods shall apply. Replaced parts shall be our property and are to be returned to us on request.

b) If it is not possible to remedy the defects or carry out a replacement delivery, if attempts to do either of these things have finally failed, or if an extension period set to us for such remedying or replacement delivery has elapsed without remedy or replacement having been effected, the customer shall be entitled to annul the contract or demand that the price will be reduced (diminution).

c) In the absence of qualities subject to warranty (para. 2.3) we shall be liable for damages in accordance with the

statutory provisions. However, if our obligation to compensate is based on a positive violation of contractual obligations, we shall only be liable for loss or damage such as is based on grossly negligent breach of contract. Para. 2.3 3) shall not be affected by this.

d) We shall not offer any guarantee for loss or damage resulting from our goods' being subjected to natural wear and tear, incorrect or careless treatment or undue stress.

7.4 The customer shall not be entitled to any warranty claims other than those mentioned in para. 7.3 a) to c).

8. Information and consulting

Information and user options involving the articles to be delivered, commercial and technical consulting, instructions for operation and maintenance and other information shall be given to the best of our knowledge; they shall however be non-binding and exclusive of all liability unless otherwise specified in para. 9.

9. Other rights of the customer, entitlement to claim for damages

We shall only be liable for damages, whatever their basis in law, as they relate in particular to violation of mutual confidence in preparation for conclusion of the contract, positive breach of an obligation, culpable breach of obligations to issue advice and explanations and unlawful acts, cases of malice aforethought and gross negligence on the part of our agents and managerial staff, or if there is a deliberate or grossly negligent infringement of material contractual rights or obligations. In cases of gross negligence, liability shall be restricted to such loss or damage as was foreseeable to us at the time when the contract was concluded. This shall however not affect para. 7.2.

10. Rescission of contract by MedCare Visions® GmbH, compensation for non-performance

10.1 If delivery or performance should become impossible or unreasonable as a result of unforeseen events within the meaning of para. 5.2, we shall be entitled to rescind the contract. The same shall apply if the material conditions for performance of the contract which prevailed upon its conclusion or which were assumed by us – without gross negligence – to prevail, in particular the conditions for procurement of the articles to be delivered, have changed so materially that this amounts to its being economically impossible to effect delivery or performance. In these cases, the customer shall only be entitled to make claims for restitution.

10.2 We shall be entitled to rescind the contract if an application has been made for the institution of bankruptcy proceedings involving the assets of the customer or if judicial or extrajudicial composition proceedings have been opened involving said assets. The customer shall not be entitled to make any claims for damages in such cases.

10.3 In cases of non-compliance with the terms of payment, acceptance of delivery which is not within the prescribed period, refusal to accept delivery or failure to furnish agreed securities, we shall, having set a reasonable period of extension in which the above non-fulfilment situation or situations were not rectified, have the right to rescind the contract and demand compensation for non-performance.

11. Retention of title

11.1 We shall reserve ownership of the goods supplied by us until payment has been made in full and until the cheques and bills of exchange deposited have been redeemed.

11.2 The customer now assigns to us, with all accessory rights, any claims arising from the resale of reserved goods in the amount of the value of said goods. Said advance assignment shall also extend to cover any claim for an outstanding amount on an open account. The customer shall be empowered to collect our claim.

11.3 As long as the customer continues to fulfill his obligations towards us, the reserved goods shall remain at his disposal in the ordinary course of business and in retention of title, provided that the assignment of the claims as in para. 11.2 is legally valid. Extraordinary dispositions such as pledges, transfers of property by way of security and assignments shall be inadmissible. We are to be informed without delay of any access had by third parties to reserved goods or assigned claims, particularly attachments.

11.4 In cases of non-compliance with the terms of payment, threatened cessation of payment or if there have been any enforcements or noting of bills against the customer, or if the latter fails to fulfill his obligations towards us, we shall be authorized to repossess the reserved goods and revoke the empowerment to collect. There being no rights of retention, the customer shall be under obligation to surrender the goods. The assertion of the retention of title and the attachment of the articles delivered by us shall not be deemed to constitute rescission of the contract. All the costs we incur in the repossession and resale of the goods shall be borne by the customer; we shall have the right to sell the articles privately. On request, the customer shall be obliged without delay to provide us with a list of the claims assigned as per para. 11.2 and all other information and documentation required for the assertion of our rights, and to inform the debtors of the assignment.

11.5 We hereby commit ourselves to the release of securities to which we are entitled at the request of the customer, reserving the right to select the securities of our choice, if the value of said securities exceeds the claims for which security is to be provided by more than 20%.

11.6 If the retention of title or the assignment is not valid according to the laws of the country in which the goods are located, the security which most closely resembles the retention of title or the assignment in said country shall be deemed to have been agreed. If this makes it necessary for the customer to cooperate, the latter shall be obliged to carry out all objective acts necessary to the establishment and maintenance of such rights.

12. Concluding provisions

12.1 Legal domicile for all disputes arising directly from this contractual relationship shall be the registered office of our company. We shall however also have the rights to bring the matter before another court with appropriate powers of jurisdiction.

12.2.1. German law shall apply exclusively. The laws applicable under the Hague Convention to the international sale of goods shall not apply.

12.3. If any provision in these terms and conditions of trade should be or become wholly or partly void, this shall not affect the validity of the remaining provisions.