

General Terms and Conditions of Business and Delivery

GENERAL:

These terms and conditions of sale and delivery (hereinafter 'Terms & Conditions') form an integral component of the purchase agreement entered into. Should the purchaser be a consumer in the sense of Section 1 of the Austrian Consumer Protection Act (KSchG), the binding provisions of the KSchG prevail in the event of the Terms and Conditions contradicting the KSchG. All of our services and deliveries are performed exclusively based on these Terms and Conditions, which are regarded as acknowledged by no later than receipt of our lease or rental agreement, delivery note or, as may apply, our order confirmation or invoice.

Provisions deviating from these Terms & Conditions, such as in particular the General Terms & Conditions of the purchaser, will not be accepted and, as such, are not a basis for contract. To be effective, amendments and additions require our express written consent. The Terms & Conditions also apply to further transactions as part of our business relationship with the purchaser. An amended version of the Terms and Conditions applies as of the moment when first received by the purchaser or otherwise made aware.

Entry into contract:

All of our quotes are subject to alteration and non-binding. Orders and agreements only become binding when confirmed by us in writing. Deliveries and invoicing are subject to the same written confirmation. The written 'order confirmation' is regarded as a commercial confirmation document. Orders already confirmed can only be cancelled with our written consent. In this event, the purchaser shall bear all costs itself due for processing the order before and after cancellation.

Our staff are not authorised to make binding statements in our name. This falls solely to the Executive Management.

Details such as illustrations, drawings, descriptions, data about size, weight, performance and consumption, and details with regard to the usability of devices for new technology are relevant to the extent set out expressly as binding. Any characteristics of the purchased item are only regarded as binding if agreed in writing. Minor deviations from the description in the quote are regarded as approved and do not affect performance of the contract, provided that the deviation is not unreasonable for the purchaser. This applies in the event of changes and improvements serving technical progress.

Prices:

The agreed prices are deemed to be ex stock Vienna in euros plus value added tax to the amount provided for by law. Installation, training and other ancillary services are not included in the price. We are free to select the manner of shipment. We deliver in packaging customary for the trade. The purchaser bears the costs for specialist packaging (for example seaworthy packaging). We are not obliged to insure the purchased item. The purchaser bears the costs for insurance required in individual cases. Unless otherwise agreed in writing, costs for freight and shipment are borne by the purchaser. Direct shipment costs are invoiced in the event of urgent deliveries.

Terms of payment:

Payment of amounts invoiced by us is in cash, strictly net and without discount or other deductions, on receipt of the invoice. Other terms and conditions being agreed are required to be in writing with signature. Amounts invoiced by us become due for payment immediately as of receipt of the invoice without deduction, and as such strictly net without discount or other deductions. In the event of delayed acceptance and payment, we are entitled to charge interest at 14 % per annum as well as any storage costs. Moreover, in the event of payment arrears the purchaser shall replace any costs and charges due to the arrears, in particular also out-of-court reminders (for the first reminder charges of €20, and for every further reminder letter charges of €25).

Bills of exchange, cheques or transfers are only accepted as payment, but not in lieu of payment. Our claim is not regarded as settled until the moment of payment by the means of payment or credit of the claim amount to one of our bank accounts. Staff are not authorised to accept payments unless they have particular authorisation.

A deterioration in the purchaser's financial situation after the contract has been entered into that we are, in whatever way, made aware of entitles us to make the purchase price due immediately for any performance and to demand collateral for further deliveries. If the purchaser fails to pay the purchase price made due within one week or pay the requested collateral within the same period, we are entitled to terminate the contract without setting a grace period. The purchaser, the contractor in the sense of Section 1 KSchG, waives offsetting of the counterclaim asserted not legally associated with an obligation on us, and not acknowledged or legally established.

Delivery:

Delivery deadlines and periods can only be agreed as binding in writing. Nevertheless, we will make every effort to keep to the promised delivery periods. The purchaser bears the risk for loss of or damage to the purchased goods as of dispatch to the purchaser or handover to the carrier, or as of delay in acceptance. The delivery period is calculated from the day on which all communications and documents required for performance, in particular the written order, are in place. Where the delivery deadline promised by us cannot be kept to, we will agree a new deadline as binding. Where this new deadline lapses without delivery happening, the purchaser is entitled to opt to terminate the contract with regard to the outstanding deliveries in part or in whole.

Ongoing claims, in particular claims for compensation of any nature, are excluded except where caused by us with wilful intent or gross negligence.

We are not liable for delivery delays due to force majeure or events that make delivery or transport substantially difficult or impossible (including difficulties in procuring materials and raw materials that arise subsequently, operational disruptions, strikes, lock-outs, short-staffing, lacking transport resources or transport hindrances etc.), even when occurring with our suppliers, and even with deadlines or periods agreed as binding. A compensation claim by the purchaser is therefore excluded in these cases. Where the contract calls for several partial deliveries, each partial delivery is to be regarded as performance of the contract. The purchaser is therefore not entitled to reject partial deliveries.

When exporting the purchased goods, the client alone shall ensure the necessary export and customs clearance authorisations and such like at its own costs. We provide no guarantee whatsoever for the lawfulness of exporting the purchased goods.

Transfer of risk:

Risk is transferred to the purchaser as soon as the shipment is passed to the carrier or the other entity performing the transport, or has left our production facility or central warehouse for shipment, and regardless of whether the shipment is from the place of performance and who bears the transport costs. Where the goods are ready for shipment, and shipment or acceptance is delayed for reasons beyond our control, risk transfers to the purchaser on receipt of the notice of readiness of shipment. We are also entitled to partial deliveries.

Retention of title:

We retain title to the delivered goods and all ancillary claims until payment of the purchase price in full.

Transfer of title to third parties is only permitted if the purchaser assigns any claims against third parties in writing to MIN Medical Innovation Network GmbH. Under this prerequisite, third-hand disposal is consented by us in written format. We are to be notified immediately in the event of attachment or seizure by a third party (for example lessor's right of lien). In the event of failure to notify, the Purchaser is bound to pay damages. All costs for prosecution are borne by the purchaser.

Warranty:

In the events of defects with the purchased item, also including the lack of assured characteristics, we are entitled to opt for the defective item to be improved or redelivered. Unless otherwise agreed in writing, the warranty period is six months as of delivery. Defects are remedied within an appropriate period after prior assessment by our company. The assessment is only without charge if the warranty claimed by the purchaser is done so justifiably. Price reductions and cancellation are excluded if the defective goods are replaced with ones without defect.

Goods used for replacement delivery and improvement are taken from the current production run. Specialist manufacture in terms of quality and colour can therefore not be performed. A warranty going beyond the one set out in these terms and conditions cannot be provided by us. In particular, we are not liable for damage occurring in connection with the delivery, wear, repairs performed by us and use of goods purchased from us or loss of profit. A claim for compensations only exists in the event of us being at fault due to wilful intent or gross negligence, and this also applies to consequential or other accompanying losses.

Liability and compensation:

Claims for compensation are invariably excluded unless we are at fault for the damage due to wilful intent or gross negligence. Employees of our company, but not ones of other companies or individuals serving these companies or their vicarious agents are regarded as our vicarious agents.

The purchaser confirms having been instructed in the use of the goods sold by us and will only use them in the manner (intended in the operating instructions).

In the event of loss relating to product liability, by customers of the purchaser, a written record of the circumstances and claims asserted is to be provided by the purchaser. In the event of product liability, the purchaser holds us harmless if it has not sufficiently explained to its customer any features of the product, has not passed on our instructions for use and operation, and/or has not set out product safety in consideration of all circumstances to be expected. Our duty to replace in accordance with Section 9 of the Austrian Product Liability Act for material damage of our customers is excluded where they are not end consumers. The limitation period under Section 13 of the Austrian Product Liability Act is reduced to three years.

Place of performance, jurisdiction and legal system:

The law of the Republic of Austria applies.

In accordance with the provisions of KSchG, Eisenstadt is agreed as the place of performance for delivery and payment.

Sole jurisdiction for any disputes resulting from or in connection with this contract is agreed as with Eisenstadt Regional Court.

The provisions of UNCITRAL are excluded by mutual agreement.

Miscellaneous:

All documents made available by us: Quotes, delivery notes, invoices, plans, calculations, drawings etc. remain our intellectual property and may not be reproduced or disclosed to third parties.

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