

#### **1. Scope of Application**

These General Terms and Conditions apply to all deliveries and services of the company MICON Medizintechnik GmbH.

#### **2. Offers**

Offers and information in the catalog, on the Internet, in price lists, brochures etc. are in general subject to change. We reserve the right to make interim price changes. An order first effectively comes about with our order confirmation. Agreements made verbally or on the phone, even by representatives and/or field staff of MICON Medizintechnik GmbH are only valid if they have been confirmed in writing by MICON Medizintechnik GmbH. MICON Medizintechnik GmbH reserves the proprietary rights, copyright and industrial property rights to cost estimates and other documents. They may not be made accessible to third parties. Documents are to be returned immediately if the contract is not awarded to MICON Medizintechnik GmbH.

#### **3. Prices and Payment Terms**

All prices are net prices and do not include sales tax. They are valid until the new price lists are released.

Our invoices are due immediately for new customers; for regular customer invoices are generally due to be paid within 30 days from receipt of the invoice without deductions. For payment within 10 days after the date of the invoice, we give a 2% discount on the invoice amount, however, inasmuch as indicated in the invoice, excluding costs for freight, postage, insurance or other shipping costs. Advance payment can be required for new customers. The ordering party is in default, at the latest, if he has not made the payment within 10 days after the due date. In the event of overdue payment, default interest amounting to 8% p.a. of the invoice amount over the prime rate will be charged after the due date.

If there are extraordinary fluctuations in the prices of raw materials, we reserve the right to make price corrections. In the event that price adjustments become necessary, we will inform the ordering party about the reason and amount. In this case, the ordering party has the right to cancel the order within seven days, otherwise it shall be assumed that the altered prices have been accepted. We reserve the right to cancel an order in the event that the financial situation of the ordering party significantly deteriorates or if we receive subsequent knowledge of this fact and the ordering party is not prepared to make an advance payment (prepayment or irrevocable credit to our account) or provide a security deposit.

#### **4. Retention of Title**

The delivered goods remains the property of the contractor until full payment has been received or until the check or bill of exchange has been honored.

#### **5. Delivery/Shipment**

The begin of the respective delivery period presupposes the clarification of all technical issues. Shipment will be made at the expense and risk of the ordering party. The risk is at the latest transferred to the ordering party with the shipment of the goods. Partial deliveries are permissible, this also particularly applies if the entire order cannot be delivered in a timely manner; the actual delivery quantity will be billed.

Delivery times will be upheld as far as possible. Unforeseeable influences, which lie outside our sphere of influence will commensurately prolong the delivery time, e.g. force majeure, disruptions in operations – both in our own as well as in third-party operations, upon which manufacturing and transport depend.

The due date of invoices for partial deliveries is subject to our payment terms. If the buyer does not accept the goods even after a grace period has been granted, we can withdraw from the contract or demand damages instead of payment.

#### **6. Make-and-Hold Orders**

Contract conclusions with agreed upon partial deliveries obligate the ordering party to accept the partial deliveries. For make-and-hold orders without fixed release dates, a deadline of one year is considered the latest acceptance for the entire released quantity. In as far as nothing else has been agreed upon, if no releases are made within a period of three months, we are authorized to deliver and bill partial quantities at one-month intervals, so that the last invoice for partial deliveries is issued at the end of the one-year deadline.

#### **7. Return Right**

The buyer has the right to return the goods unused in the original packaging within one week after receipt of the goods. Postage and freight costs will be at the expense of the ordering party. In accordance with § 312 d Para. 4 German Civil Code [BGB], this return right does not apply to contracts for the delivery of goods that have been manufactured to customer specifications, or which are clearly tailored to customer requirements, or which, due to their properties, are not suitable for return.

Returned goods can only be reimbursed if they correspond to the original goods.

#### **8. Complaints/Liability**

The goods are to be examined immediately after arriving at the place of destination. Complaints must be reported within one week from receipt of the goods. Hidden flaws, which cannot be found after an immediate examination, may only be asserted against the contractor if the letter of complaint is received by the contractor within six months after the goods left the factory.

Letters of complaint do not release the buyer from complying with the agreed upon payment. Flaws in a portion of the delivery cannot lead to a complaint regarding the entire delivery. The contractor has the right to rectification of defects or a replacement delivery. Liability is limited to rectification of defects, replacement delivery or price reduction, under the exclusion of conversions or compensation claims of any other kind. The amount of the price reduction is limited to the amount that was billed for the defective portion of the delivery. Liability for normal wear and tear is excluded. Furthermore, the customer can make no claims for defects in the event that he did not abide by the operational or maintenance instructions provided by MICON Medizintechnik GmbH, has made changes to the goods, replaced parts or used consumable materials that do not comply with the original specifications.

Regardless of the type of breach of duty, including impermissible actions, claims to damages by the customer are excluded in as far as MICON Medizintechnik GmbH has not acted with intent or gross negligence. In the event of a violation of significant contractual obligations, MICON Medizintechnik GmbH is liable for all negligence, but only up to the amount of the typical foreseeable damage. Foreseeable damage does not include claims to lost profit, expenses saved, claims to damages by third parties as well as other indirect damage and subsequent damage. For this, MICON Medizintechnik GmbH is only liable from the point of view that claims to damages by the customer are excluded regardless of the type of breach of duty, including impermissible actions, in as far as MICON Medizintechnik GmbH has not acted with intent or gross negligence, unless a property characteristic guaranteed by MICON Medizintechnik GmbH has the precise intention of protecting the customer from such damage.

#### **9. Custom-Made Products**

Orders for custom-made products can only be annulled with the express consent of MICON Medizintechnik GmbH. MICON Medizintechnik GmbH is not obligated to check whether models, drawings and other technical documentation as well as standards and laws for the manufacturing of custom-made items are protected in any way. The contracting party assumes responsibility for this.

#### **10. Applicable Law, Place of Fulfillment and Place of Jurisdiction**

The contract is subject to the law of the Federal Republic of Germany. The place of fulfillment and place of jurisdiction is Pinneberg.

If one of the above provisions is completely or partially invalid, this shall not effect the validity of the remaining provisions.

Quickborn, January 2008