

Standard Terms and Conditions of GEUDER Aktiengesellschaft

1. Conclusion and terms of the contract

1.1. All supplies of goods and services and submission of offers by GEUDER Aktiengesellschaft (hereinafter referred to as "GEUDER") are based on these standard terms and conditions. Any divergent and/or supplementary agreements require the express approval of GEUDER. The Customer's standard terms and conditions and conditions of purchase are expressly opposed herewith. They are only deemed to be terms of the contract if GEUDER agrees to them expressly and in writing.

1.2. All offers submitted by GEUDER are subject to confirmation and are not binding. The Customer is committed to his order for four weeks from the date on which the order is received by GEUDER. A contract has been concluded if GEUDER confirms acceptance of the order in writing within this period or effects delivery.

1.3. In the interest of technical and medical development GEUDER reserves the right to make changes to the design and construction in so far as is reasonable for the Customer.

2. Prices

The prices that are valid at the time of the contract's conclusion apply. The contract is concluded when the confirmation of order is sent out or when delivery is effected. The prices are ex works prices. Freight, postage, packaging and insurance, including for partial deliveries, are charged extra. The invoiced amount is subject to the statutory rate of value-added tax applicable on the day of delivery, only in the case of EC residents, who do not have a VAT number.

3. Payment / default in payment

3.1. All payments must be made within 10 days of the date of invoice less 2 % discount or net cash within 30 days. In the case of orders for services or repairs the invoice is payable immediately on receipt and without discount. GEUDER is entitled to demand advance payment in the case of export business and first-time deliveries.

3.2. Instructions to pay, cheques and bills of exchange are only accepted by special arrangement and on account of payment, with all the collection and discount charges being billed. In the case of money orders, payment is deemed to have been made when the amount is credited to GEUDER's account; in the case of cheques and bills of exchange payment is deemed to have been made when these have been honoured.

3.3. In the event of default in payment, the Customer will be charged interest on arrears at 8 % p.a. above the base rate, plus the statutory value-added tax, if applicable. Interest on arrears may be charged at a higher or lower rate if GEUDER can prove a higher or the Customer a lower burden.

3.4. If the Customer is in default with a payment, all further claims by GEUDER shall be due for immediate payment, irrespective of their due dates. Furthermore GEUDER is entitled to demand advance payment for any goods and deliveries not yet effected.

3.5. GEUDER is entitled, notwithstanding any other conditions stipulated by the Customer, to offset payments initially against the Customer's older debts. If costs and interest have already been incurred, GEUDER shall be entitled to offset the payment initially against the costs, then against the interest and finally against the principal claim.

3.6. The Customer may only offset amounts against claims by GEUDER if the Customer's counterclaim is undisputed or if it has been recognised by declaratory judgment.

The Customer may only enforce a lien in so far as conflicting claims have arisen from the same contractual relationship.

4. Delivery

4.1. Delivery dates or delivery periods that can be agreed as being either binding or not binding, must be stated in writing. Delivery periods commence on conclusion of the contract. If subsequent modifications of the contract are agreed, then a new delivery date or delivery period may have to be agreed at the same time.

4.2. The Customer may ask GEUDER in writing to effect delivery within a reasonable period if a non-binding delivery date or delivery period has been exceeded by six weeks. Such a reminder is deemed to be a formal notice of default on GEUDER. In addition to delivery, the Customer may only demand damages for delay if GEUDER is guilty of criminal intent or gross negligence.

In the event of delay, the Customer may also set GEUDER a reasonable extension of time in writing, stating that the Customer will refuse acceptance of the contract services after expiry of that period. If the extra time allowed has expired without success, the Customer shall be entitled to withdraw from the contract by notice in writing or to demand compensation for non-performance; the Customer is only entitled to claim damages in the event of criminal intent or gross negligence on the part of GEUDER. The claim for delivery is excluded in the events covered by this paragraph.

4.3. If a binding delivery date or a binding delivery period is exceeded, GEUDER shall be held to be in default as soon as the delivery date or the delivery period is exceeded. The Customer's rights are then as stipulated in section 4.2.

4.4. Force majeure, riot, strike, lock outs and major plant breakdowns for which GEUDER is not to blame change the dates and periods stipulated in sections 4.1., 4.2. and 4.3. by the duration of the impairment of performance arising from such circumstances.

4.5. Information given in descriptions relating to the scope of supplies, appearance, performance etc. of the subject of the contract valid at the time of the contract's conclusion are

part of the contract; they are to be regarded as approximate and do not constitute warranted qualities, but are designed as a standard to determine whether the subject of the contract as set out in clause 8 is free from defect, unless an express assurance has been given.

4.6. GEUDER may effect partial deliveries from an order at any time and these are to be settled in accordance with clause 3 on receipt of invoice.

4.7. Unless otherwise expressly agreed, we shall deliver ex works (EXW) Hertzstrasse 4, 69126 Heidelberg, Incoterms 2010, ICC.

5. Transfer of risk / dispatch

5.1. The place of performance is the head office of GEUDER.

The Customer is entitled to check the subject of the contract at the agreed acceptance location within eight days of receiving a notice of readiness and is under obligation to accept the subject of the contract within this period.

5.2. If the subject of the contract is delivered, at the Customer's request, to a location other than the head office of GEUDER, the transfer of risk takes place as soon as the subject of the contract has been handed over to the freight carrier and has left the warehouse of GEUDER. This also applies even if GEUDER has accepted the transport costs. It is left to the Customer to arrange transport or other insurance.

5.3. If the Customer is in delay with acceptance, this is treated as equivalent to transfer.

5.4. If the Customer fails to accept the subject of the contract within fourteen days of receiving the notice of readiness, GEUDER may set the Customer an additional period of fourteen days in writing, stating that GEUDER will refuse acceptance after expiry of this period. If this additional period expires without success, GEUDER is entitled to withdraw from the contract by issuing a notice to that effect in writing, or to demand compensation for non-compliance.

Setting an additional period is not required if the Customer seriously and finally refuses acceptance or is manifestly unable to pay the contract price within this period.

5.5. If GEUDER demands compensation, this shall amount to 25 % of the contract price. Compensation may be higher or lower if GEUDER can prove a higher or the Customer a lower level of damage.

If GEUDER does not exercise its rights under sections 5.4. and 5.5., GEUDER may dispose of the subject of the contract at its own discretion and in its stead supply an equivalent subject of the contract under the terms of the contract.

6. Packaging

GEUDER charges the packaging for a delivery at cost price. The packaging cannot be returned. The Customer undertakes to dispose of the packaging properly at his own expense.

7. Repairs and services

Customer orders for repairs and services that are undertaken by GEUDER outside the warranty period arrangements are deemed to be issued without consultation regarding the costs if the price of the repair or services does not exceed 50 % of the replacement price of the goods to be processed. In other cases the Customer is charged for the costs of an estimate if the repair or service order is cancelled after receipt of the estimate. Estimates are issued without any guarantee being accepted for their correctness. Costs for dispatch and packaging are charged to the Customer.

In other respects these standard terms and condition also apply accordingly.

8. Warranty

8.1. GEUDER must be notified immediately in writing, and no later than one week of the goods being received if there are any complaints based on defects of quality, wrong shipments and/or quantity variance, in so far as these are manifest defects in the goods supplied. If such a defect becomes evident at a later stage, then notification is required immediately after discovery, and within one week of discovery at the latest. If the above-mentioned periods are not complied with, the goods shall be deemed to be approved and warranty rights are excluded. In such a case the full burden of proof for all prerequisites of a claim rests with the Customer, in particular with regard to the defect itself, for the time at which the defect is identified and for the notice of defect being issued in good time.

8.2. The statutory period of limitation for warranty claims (warranty period) is one year from transfer of the goods.

8.3.

8.3.1. If there is a defect in the goods agreed to be sold, the Customer is entitled to demand remedy of the defect or a replacement delivery (subsequent performance). GEUDER shall accept the costs of all expenditure, in particular the costs of transport, travelling, labour and materials that are required for the purpose of subsequent performance.

8.3.2. GEUDER may refuse the type of subsequent performance selected by the Customer, notwithstanding section 275 subsections 2 and 3 BGB (German civil code) if this is only possible at a cost that is unreasonably high. In such a case the Customer's right is restricted to the other type of subsequent performance. The right of GEUDER to refuse subsequent performance under these preconditions as well on account of unreasonably high costs remains unaffected.

8.3.3. If subsequent performance should fail or if GEUDER is not prepared or not able to carry this out, the Customer may withdraw from the contract or reduce the purchase price.

Subsequent performance is deemed to have failed after an unsuccessful second attempt unless in particular the nature of the item or the defect or other circumstances indicate otherwise. However, in the event of only a minor breach of contract, in particular in the event of minor defects, the Customer is not entitled to withdraw from the contract.

In the event of a withdrawal from the contract on account of a defect in title or defect of quality the Customer does not have an additional claim for compensation on account of the defect.

8.4. Obligations under a warranty do not obtain if the defects that have arisen are causally connected with

- the Customer not having notified a defect in accordance with section 8.1. and immediately giving GEUDER an opportunity for subsequent performance or the Customer not having treated the subject of the contract properly or overused it, the Customer failing to comply with GEUDER's operating or maintenance instructions or
- the subject of the contract having been repaired, maintained or serviced by a company other than GEUDER or authorised by GEUDER or
- parts having been installed in the subject of the contract or parts or accessories having been used with the subject of the contract, where the use of those parts or accessories has not been approved by GEUDER or where the subject of the contract has been modified by the Customer in some other way not approved by GEUDER. Natural wear and tear of the subject of the sale is excluded from the warranty.

8.5. Guarantee undertakings are only effective if they have been agreed in writing or have been confirmed by GEUDER in writing.

8.6. The right of exchange is generally excluded. If an item is nevertheless exchanged or its return is accepted, with only new goods in their original packaging being eligible, then the Customer is required to pay GEUDER a handling charge of at least 20 % of the net invoice amount plus statutory value-added tax at the current rate.

9. Reservation of title

9.1. The goods supplied remain the property of GEUDER until the purchase price has been paid and all claims arising from the business relations have been settled.

9.2. During the period of reservation of title, the Customer is entitled to possess and use the subject of the contract, provided that he meets his obligations arising from the reservation of title and his obligations under the standard terms and conditions on time.

9.3. The Customer is entitled to sell or process the reserved goods further within the proper conduct of business, either subject to immediate payment or reservation of title.

9.4. As long as the reservation of title exists, the subject of the contract may only be pledged, assigned as security, leased out or transferred in some other way that reduces the security of GEUDER with the prior written agreement of GEUDER, unless the Customer is permitted to do so in accordance with section 9.3. The Customer holds the goods in safe custody for GEUDER without charge.

9.5. The Customer herewith assigns his claim against the third-party debtor from the sale or further processing of the reserved goods with all accessory rights to GEUDER up to the amount invoiced with authorisation to collect the claim for reasons of security. GEUDER herewith accepts the assignment.

The Customer is entitled, subject to revocation, to collect the claims assigned to GEUDER; this is effected solely in trust and on account of GEUDER. Consequently GEUDER is entitled to the collected revenues.

At the request of GEUDER, the Customer is required to inform the third party of the assignment and to provide the information required to assert the rights of GEUDER against the third party.

The authorisation to collect the claim may only be revoked if the conditional purchaser fails properly to fulfil his payment obligations to GEUDER. Also, and only on this condition, may GEUDER demand that the Customer discloses the assignment to the third party.

9.6. The Customer is required to inform GEUDER without delay of the seizure and any infringement of GEUDER's rights by a third party with regard to the reserved goods or the claims assigned to GEUDER and to provide GEUDER with every support in relation to the intervention.

9.7. The costs of the measures to maintain and secure the property of GEUDER shall be met by the Customer.

9.8. GEUDER taking back the reserved goods does not constitute a withdrawal from the contract.

9.9. Insofar as the above securities exceed the secured claims by more than 20%, GEUDER is obligated, upon its election, to release such securities upon the purchasers request.

10. Disposal of electric or electronic devices

If electric or electronic devices are part of the delivery it is agreed that the obligations regarding disposal of such devices according to § 10 of the German law on the Disposal of Electric and Electronic Devices (Elektro- und Elektronikgerätegesetz - ElektroG) or any similar law in the Country of the Purchaser shall be fulfilled by the Purchaser at his own cost.

11. Liability

11.1. GEUDER's liability is essentially limited to criminal intent and gross negligence. This

does not apply to liability for damage arising from injury to life, body or health and it does not apply to liability for a major breach of contract. In such cases GEUDER is also liable for ordinary negligence. Furthermore, the provisions of the product liability act remain unaffected.

11.2. The Customer's claims for compensation arising from a defect expire one year after delivery of the goods. This does not apply if GEUDER can be accused of malice or fraud.

11.3. The rights of the Customer arising from warranties as set out in clause 8 remain unaffected.

11.4. Claims on account of delivery delay are settled definitively in clause 4.

12. Confidentiality / trademark protection

12.1. Quotations, sales documents and other documents, including image, sound and other data carriers, may not be handed over to competitors or unauthorised persons either in their original form or as copies thereof without the approval of GEUDER nor used in any other way that is damaging to the interests of GEUDER. Furthermore, the terms granted by GEUDER in its offer, in particular the prices, may not be disclosed to third parties, either in writing or verbally.

12.2. The Customer is not permitted to use or utilise in some other way the name "GEUDER", the trademark "GEUDER", logos or other marks or designations of GEUDER without the written approval of GEUDER.

13. Withdrawal

GEUDER is entitled to withdraw from the contract until the goods are dispatched, if the Customer behaves in a way that is in some not inconsiderable measure in breach of the contract, if the Customer's financial status deteriorates considerably or if the conditions on which the contract is based change in some major way.

14. Export deliveries

On account of existing foreign contracts, products purchased from GEUDER may only be exported with the express permission of GEUDER.

15. Place of performance, legal venue, governing law

15.1. The parties to the contract agree that the head office of GEUDER is to be the legal venue and place of performance in the event that

15.1.1. the parties to the contract are traders, bodies corporate or a trust under public law;

15.1.2. one of the parties to the contract does not have a place of general jurisdiction within the country;

15.1.3. the Customer against whom legal action is to be taken moves his residence or regular domicile outside the purview of the rules of civil practice or if the Customer's residence or regular domicile is not known at the time when the action is brought.

15.2. The legal venue provided for by law for the institution of collection proceedings remains unaffected by the provision of section 14.1.

15.3. The legal relationship of GEUDER with Customers is governed exclusively by the law of the German Federal Republic, to the exclusion of the United National convention on contracts for the international sale of goods of 11.04.1980 (UN sale of goods act) and to the exclusion of German private international law.

16. Final provisions

16.1. GEUDER is authorised to process data about the Customer that have been received with regard to or in connection with the business relations, irrespective of whether such data are obtained from the Customer or from third parties, in compliance with the provisions of the federal law on data protection.

16.2. If individual provisions of the contract with the Customer are invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision is to be replaced by a valid provision that is as close as possible to the commercial effects of the invalid provision.

Place: Heidelberg Date: 01st December 2018

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