

1. General, Scope

1.1 The General Terms and Conditions as set out below shall apply to all present and future offers and services provided to the persons specified in clause 1.2; otherwise, we shall not acknowledge the conflicting or differing conditions of the purchaser contained herein.

1.2 These Terms and Conditions for Service Contracts shall only apply to persons who exercise their commercial or independent professional activity when concluding a legal transaction with us ("Entrepreneurs" for the purpose of § 14 German Civil Code (BGB)), or with legal entities under public law or a special fund under public law. The Terms and Conditions shall not apply to natural persons who enter into the contract for a purpose that is neither commercial nor can it be attributed to the person's independent professional occupation ("Consumers").

2. Contractual contents, Subject to Alterations (reservation of right) Models, Means of Production

2.1 Any ancillary agreements and amendments shall require our confirmation in writing.

2.2 We reserve all rights of ownership, copyright and industrial property rights (including the right to apply for patents for these rights) to drawings, models, samples, cost estimates, software and other offer documentation (hereinafter referred to as the "documentation"). The documents may be disclosed to third parties, unless they are classified as confidential. Any documents in connection with our offers shall be returned without undue delay on our request.

2.3 The purchaser is obliged to provide all information on the product required for processing the product according to this contract to Viktor Hegedüs GmbH. This shall apply in particular to the individual components of the product, specific characteristics with regard to alloys or other compositions of substances.

3. Adjustment of Payment

In the case of contracts with an agreed delivery period of more than two months, both contracting parties can ask for a modification of the agreed price to the extent which, after signing of the contract, reductions or increases in costs which could not be averted by the contracting parties have been incurred, particularly as a consequence of pay settlements or changes of material costs. The change of price shall be restricted to the extent required for the settlement of the cost reduction or increase incurred. A party is only entitled to adjust the price when the delivery period is more than three months due to the delays which the other party is responsible for.

4. Delivery Time, Buyer's Failure to Meet Payment Obligations, Default of Acceptance

4.1 Delivery deadlines shall only be binding if they have been confirmed in writing. Agreed delivery periods begin upon signing of the contract, but in any case not before the receipt of the materials to be supplied by the purchaser, which the performance of the work has brought into existence. The delivery time shall not include the period in which the purchaser is in default with an agreed payment, i.e. the delivery time shall be extended by the period, during which the buyer is in default. The compliance with the delivery term is subject to the prompt and orderly fulfillment of the obligations on the ordering party. In the case of a contract amendment which renders the compliance of the original delivery period impossible, an appropriate extension to the delivery deadline will be granted.

4.2 The delivery deadline is considered to have been met if the items have been delivered to the ordering party in the way which can be accepted.

4.3 The delivery time shall be extended – even in case of a primary delay in delivery – in case of force majeure and other unforeseen incidents and hindrance arising after the conclusion of the agreement yet outside our responsibility, insofar as these hindrances are proven to be relevant for the delivery. This shall also apply if the named hindrance occurs to our suppliers. We shall inform the Buyer immediately about the occurrence and the end of such hindrance. Where the hindrance persists over more than three (3) months, the customer shall be entitled to withdraw from the Agreement.

4.4 Should it become evident after the conclusion of the contract that our claim for delivery is endangered by a lack of solvency on the part of the purchaser, we shall be entitled to refuse the performance. This right to refuse performance on our part shall not apply if the customer provides payment or security for payment. We are entitled to set an appropriate period, during which the purchaser is to provide payment or security. If this period expires unsuccessfully, we shall be entitled to withdraw from the contract.

4.5 Should the ordering party be in default of acceptance, we shall be entitled to demand compensation for any extra costs we incur, in particular, storage costs customary in the respective location.

4.6 Our liability in the event of delay in performance due to simple negligence shall be limited to 0.5% of the value of the service for each completed week of delay in the context of a lump-sum compensation for delay, but not more than 5% maximum of the value of the service. If the purchaser asserts a compensation claim instead of performance, it shall be limited to a maximum of 15% of the performance value. The limitation of liability as stated in paragraphs 1 and 2 above shall not apply to delays due to intent, gross negligence, nor shall it apply in cases of injury to life, body or health, or fixed transaction, i.e. transaction with set term of performance which must be observed.

5. Quality Assurance/Documentation

Viktor Hegedüs GmbH ISO 9001 and ISO 13485 certified. Any other quality assurance requirements with regard to the service provided by our company require separate written agreement. We are not obliged to keep particular documentation and store spare parts, unless otherwise specified in the quality assurance system described in sentence 1 above.

6. Acceptance, Default of Acceptance, Partial Deliveries

6.1 The delivered products shall be deemed accepted, unless the purchaser expressly states in writing that they are not in conformity with the contract immediately after delivery.

6.2 Partial deliveries are permitted to a reasonable extent.

7. Payment Terms

7.1 Payments shall be effected immediately, without deductions of any kind. Engineering services, customer services and deliveries of spare parts are due in net cash immediately. Payment shall be deemed effected if we can dispose of the non-recourse amount (receipt of payment).

7.2 Any payment of the invoice by cheque shall only be accepted on account of performance and requires our prior consent. The purchaser shall bear all the costs associated with check payment. We assume no liability for cheque protests. We do not accept bills of exchange.

7.3 The statutory default rules shall also apply to overdue payments. The assertion of additional damage caused by delay remains unaffected.

7.4 An off-set or netting off counter claims or the right to withhold payment is only permitted with our approval or if the purchaser has obtained a final judgment on legal claims which are recognized, uncontested and accepted by us.

8. Legal Rights in the Case of Material Defects

8.1 If the item, which the performance of our services has brought into existence, is used where exceptional durability or work performance is required, particularly regular disinfection, heating, cooling etc. in the medical field, we expressly disclaim any warranty or guarantee as to the ongoing quality of the originally faultless work performed, unless this has been explicitly agreed in writing. The purchaser shall commit to use a sample we will provide to assess the suitability and durability of the items supplied for the intended application.

8.2 The contractually stipulated claims of the purchaser in the case of defects can only be asserted if the delivered products exhibit a deficiency at the time of its acceptance. In this case, subject to clauses 7.3 through 7.6, the purchaser is entitled to demand as a matter of compensation, at our discretion, either a removal of the defect (subsequent improvement) or the delivery of faultless material (replacement). If we are not prepared to remedy the defects or supply goods free of defects, or are

not in a position to do so, especially in cases of delays in terms of subsequent performance beyond a reasonable period for reasons that we are obliged to substantiate or fail for some other reason, the purchaser shall have the right either to rescind the agreement or to demand reduction of the purchase price if other subsequent performance efforts are deemed unreasonable.

8.3 Subject to sentence 2, the limitation period for material defect claims is 12 (twelve) months. In the event of an injury to life, body or health attributable to us, and in cases of intent and gross negligence, the statutory period of limitation is 2 (two) years.

8.4 We shall only be liable for damage caused to the delivered item to the extent specified in clause 9.

9. ability

9.1 We are liable in accordance with the provisions of the Product Liability Act, and due to inability or impossibility of performance for which we are responsible. Furthermore, we are liable for damages under the statutory provisions in cases of intent, gross negligence, a warranty, if any guarantee has been assumed, or in the event of a fatal injury, bodily injury or damage to health for which we can be held responsible. In the event of simple negligence, where a cardinal obligation has been violated, i.e. an obligation whose fulfillment is a prerequisite for enabling the proper fulfillment of the contract in the first place and in which the customer may normally trust or whose violation jeopardizes the achievement of the purpose of the contract, our liability for compensation shall be limited to the foreseeable damage which is typical of the contract; Clause 4.4. and 4.6. (Reservation as to oneself obtaining delivery – and Limitation of liability on delay of delivery) shall remain unaffected. In all other cases of liability, claims for compensation due to violation of an obligation from the contractual obligation as well as due to unlawful act are excluded, so that we are not liable for lost profits or other financial losses of the ordering party.

9.2 Should the purchaser be in breach of his duty to cooperate pursuant to this contract, it shall be assumed that this breach of duty has been caused by a damage to the product that occurred after processing by Viktor Hegedüs GmbH. In such a case, the purchaser shall not be entitled to any compensation.

9.3 If the liability is based on the use of the delivered product i.a.w. clause 8.1. (Sentence 1) and the purchaser is in breach with his obligation subject to 8.1. (sentence 2), the Purchaser is obligated to release us from any third party claims and cover the costs we incur in any legal proceedings conducted in this regard.

9.4 If our liability is excluded or restricted due to the previous provisions, this shall also apply to personal liability of our employees, staff, representatives and vicarious agents.

10. Third-party Industrial Property Rights

10.1 If the industrial property rights of third parties are infringed by a delivery item produced according to drawings, patterns or other information of the ordering party, the ordering party shall release us from liability for all claims of third parties.

11. Place of Performance, Legal Venue and Applicable Law

11.1 Unless otherwise agreed, the place of performance shall be 78564 Wehingen.

11.2 Where the customer is a businessman defined by the German Commercial Code, a legal person under public law or special funds governed by public law the place where our company has its registered office 78564 Wehingen (Federal Republic of Germany) is the exclusive place of jurisdiction for all disputes relating to the rights and obligations of both parties to the contract for business of any type. The same shall also apply if the purchaser does not have a general place of jurisdiction in Germany, has relocated its place of residence or customary place of abode to a location outside of Germany after concluding the contract, or if its place of residence or customary place of abode is unknown on the date of the action. However, we shall also be entitled to bring an action against the purchaser at the court.

11.3 These General Terms and Conditions for Service Contracts and all legal relationships between us and the purchaser shall be governed by the law of the Federal Republic of Germany, excluding its conflict of law's provisions.