

General terms and conditions of sale of PAJUNK GmbH Medizintechnologie

1. Scope

1.1 These general terms and conditions of sale shall exclusively apply to all our business relationships with entrepreneurs ("*Unternehmer*", Section 14 German Civil Code ("*BGB*")), legal entities under public law, or public law special funds (hereinafter: the "**Customer**").

1.2 Deviating or supplementary terms and conditions of the Customer shall not be deemed an integral part of any contract, if we have not expressly agreed to their applicability.

2. Offer and conclusion of contract

2.1 All our offers are non-binding. The Customer's order of the products shall be considered a binding contractual offer for a period of two (2) weeks upon receipt by us. The acceptance may be made in writing (e.g. by order confirmation) or by delivery of the products to the Customer.

2.2 Our order confirmation shall be decisive for the terms of the contract. Amendments to the contract shall require our written confirmation.

3. Price and payment, offsetting counterclaims and right of retention

3.1 Unless otherwise agreed, our currently valid list prices (net, excluding value added tax) shall apply. Prices apply FCA Geisingen (Incoterms 2020), without packaging. Payment shall be due without any deductions within thirty (30) days.

3.2 To the extent that the agreed prices are based upon our list prices and if delivery takes place more than four (4) months after the conclusion of the contract, our list prices applicable at the time of delivery shall apply.

3.3 Offsetting counterclaims of the Customer or the retention of payments due to such claims shall only be permitted if the counterclaims are undisputed or have become final and absolute, or in the case of reciprocity ("*Gegenseitigkeitsverhältnis*") of these claims with the claims of PAJUNK.

4. Delivery and delay

4.1 Unless otherwise agreed, delivery takes place FCA Geisingen (Incoterms 2020). At the request and expense of the Customer, the products may be shipped (dispatch purchase). Delivery times indicated by us for the delivery or provision of other services are non-binding. If the products are to be delivered, delivery times and dates shall relate to the time when the products purchased leave our warehouse or when we notify the Customer that the products are ready for shipment.

4.2 If we are unable to meet the agreed delivery date due to impediments which we are not responsible for (e.g. strike, energy supply difficulties, delays in the delivery of essential raw and starting materials, pandemic, epidemics, force majeure etc.), we shall inform the Customer immediately of such events. In such a case, the Customer shall not be entitled to withdraw from the contract. However, if it cannot be expected that we will be able to render performance within a reasonable period of time, but at the latest within 4 (four) months, we and/or the Customer shall be entitled to withdraw from the contract by immediate written notification. The same shall apply, if the impediments still exist four months after our notification. If the impediments were already recognizable for us at the time of conclusion of the contract, we shall not be entitled to withdraw from the contract.

5. Retention of title

5.1 We shall retain title to products supplied by us until all our claims from the entire business relationship with the Customer have been satisfied in full. In the event of access by third parties to the products subject to reservation of title, the Customer shall immediately notify us in writing. The Customer shall bear all costs incurred in order to reverse any seizure or other access and to procure the products delivered by us. The Customer shall take care of the products subject to the reservation of title. At its own expense, the Customer shall insure the products subject to the reservation of title against damages caused by fire, water and theft at reinstatement value. In the event that maintenance or inspection work becomes necessary, the Customer shall carry out it out in timely manner at its own expense.

5.2 The Customer shall be entitled to sell the products subject to reservation of title in the ordinary course of business provided the Customer is not in default. Pledges or transfers of ownership of the reserved products are inadmissible. The Customer hereby assigns the claims arising from the resale or on another legal basis (insurance, claims in tort) regarding the products subject to the reservation of title as collateral to us in full. We hereby accept this assignment. We revocably authorise the Customer to collect the claims assigned to us on our behalf in its own name. At our request, the Customer shall disclose the assignment and provide us with the information and documentation necessary for the collection of the claims.

5.3 If the products subject to the reservation of title are combined with other items, the reservation of title shall continue to apply with respect to the newly created item. We shall thereby acquire a co-ownership share in the ratio of the value (invoice value) of the products subject to the reservation of title to the value of the other combined items. If one of the combined items is regarded as the main item, the Customer shall transfer to us a co-ownership share in the ratio of the value of the products supplied by us (invoice value) to the value of the other combined items. As regards of our co-ownership share, the Customer shall keep the newly created item in safe custody, free of charge. If the products subject to the reservation of title are resold as part of the newly created item, the assignment of claims contained in Clause 5.2 shall only apply to the extent of the invoice value of the products subject to the reservation of title.

5.4 Should the realizable value of securities provided to us in accordance with the above provisions exceed the amount of our claims by more than 10%, we shall release securities at our choice in amount of such excess value. If the law of the country where the delivered products are located does not allow for reservation of title or only in a restricted format, we are entitled to reserve other rights to the delivered products. The Customer shall cooperate with all required

measures (e.g. registration) to realise the retention of title or other rights in place of retention of title and to protect these rights.

6. Damage claims and liability

6.1 We shall not be liable for losses caused by simple negligence ("*einfache Fahrlässigkeit*") by our executives, legal representatives, employees or other vicarious agents except in the case of breaches of fundamental contractual obligations. Fundamental contractual obligations are defined as obligations, the performance of which characterizes the contract and which actually enables the proper implementation of the contract.

6.2 Insofar as we did not act intentionally, we shall only be liable for damages reasonably foreseeable at the time the contract was concluded.

6.3 Liability in accordance with the German Product Liability Act ("*Produkthaftungsgesetz*") shall not be affected by the foregoing; this shall also apply in the event of liability due to culpable ("*schuldhaft*") injury to life, body or health. In addition, we shall also be liable in accordance with the statutory provisions if and to the extent we have provided a guarantee ("*Garantie*").

6.4 Claims for damages in accordance with the above Sections 6.1-6.3 shall become time-barred within the statutory limitation periods.

7. Warranty

7.1 If any of our services/products prove to be defective, our warranty obligation shall be governed by the statutory provisions. Deviating from that, with regard to the Customer's first request for supplementary performance, we are entitled to choose whether we repair or replace the defective products. Defects shall be reported to us in text form within the statutory periods.

7.2 In the event of justified complaints, we shall be obliged to bear the labour and material costs necessary to remedy the defects, provided the costs are not increased by the fact that the product has been taken to a place other than the place of performance.

7.3 The warranty period shall be twelve (12) months as of transfer of risk. With the exception of bad faith ("*Arglist*") and subject to Section 6.4, the limitation period for defect claims shall be twelve (12) months from transfer of risk.

8. Regulatory obligations

If the products are medical devices, the Customer shall be obliged to keep records of its customers and the location of the products and to ensure that its customers can be notified as quickly as possible in the event of a product recall or other corrective actions. The Customer shall ensure that its customers are informed immediately in such cases. The Customer shall also inform us immediately of any complaints, incidents or other events and market observations in connection with the products.

9. Choice of law, place of performance, place of jurisdiction

9.1 This contract is subject to German law excluding the UN Convention on Contracts for the International Sale of Goods.

9.2 Place of performance for all obligations of the parties' as well as the exclusive place of jurisdiction for all legal disputes arising out of or in connection with the contract is Geisingen, Germany. We shall, however, be entitled to also assert our claims at the Customer's registered office (seat).

Date: February 2020

Purchasing Conditions

1. General

Our purchase orders and contracts are subject exclusively to the following purchasing conditions. Amendments and supplements to the following purchasing conditions and deviating conditions of sale of the Seller shall only be deemed to have been accepted when confirmed in writing by us as an annex to our purchasing conditions. Only written and signed contracts or purchase orders are valid. Verbal agreements shall only be binding on us when confirmed in writing.

2. Order Confirmation

We reserve the right to withdraw from contracts and purchase orders if the attached order confirmation with legally binding signature is not returned to us within 14 days.

3. Quality Assurance

Our quality assurance regulations, manufacturing specifications and material specifications form an integral part of our purchase contracts.

4. Delivery

Deviations from our contracts and purchase orders are only permitted with our prior written approval. Delivery shall be made on the dates stipulated by us or our subsidiaries in the purchase orders, individual call-off orders or delivery plans. If the agreed delivery dates are not kept for reasons attributable to Seller, we shall be entitled – at our discretion and notwithstanding further statutory claims – to withdraw from the contract, to obtain replacements from a third party and/or to claim damages due to non-fulfilment. Seller shall be obliged to compensate us for all additional costs incurred by us as a result of delays in deliveries or supplies. The acceptance of delayed deliveries or services does not constitute a waiver of claims for damages.

In the event of repeated delays in delivery or service, we shall be entitled to withdraw from the contract even if the delay was not attributable to Seller. If Seller foresees any difficulties in production or material procurement or if circumstances occur beyond the control of Seller which could hinder him in the punctual delivery in the prescribed quality, our ordering Purchasing department must be notified accordingly without delay. The values determined by us during our incoming goods inspection shall be binding for quantities, weights and dimensions.

5. Acceptance

Labour disputes, operational disruptions, unforeseen and unavoidable changeovers in production and other circumstances resulting in a reduction in our requirements, as well as cases of force majeure, shall release us from our obligation to take delivery.

6. Notification of Dispatch and Invoice

The specifications in our purchase orders, individual call-off orders or delivery plans and those of our subsidiaries shall be binding. The invoice shall be sent in one original copy to the address printed on the purchase order; it must not be included with the shipment.

7. Prices and Passage of Risk

In the absence of any special agreement, the prices shall be understood free our works or the works of our subsidiaries, including packaging. The statutory provisions shall apply to the passage of risk. All payments will be made exclusively to the Seller. Assignments of payments to third parties are not permitted.

8. Terms of Payment

In the absence of any special agreement, invoices will be paid either within 14 days with 3 % discount, within 30 days with 2 % discount or within 60 days without discount. The period shall start from the time both the invoice and the goods have been received by us or the services have been provided. Payment is made subject to invoice verification.

9. Warranty

Goods are accepted subject to inspection for correctness and suitability. We shall not be bound by any deadlines in respect of notification of defects. For defects in the goods or services, irrespective of whether they are discovered immediately or later, the Seller or manufacturer shall be liable for the duration of the warranty period in that notwithstanding our further statutory legal remedies, we shall be entitled to claim free replacement, free fault remedy of the defect or an appropriate price reduction at our discretion.

If defective goods are repeatedly delivered, we shall be entitled to withdraw from the contract, in the case of successive delivery contracts to immediately terminate the contract. If an incoming goods inspection going beyond the level of a normal inspection is necessary due to faulty delivery, Seller shall bear the costs involved. In urgent cases we shall be entitled to remedy the defects ourselves at the expense of Seller.

10. Performance of Work

Persons carrying out work on the company premises in fulfilment of the contract must abide by the provisions of the respective plant rules; the regulations for entering and exiting the plant facilities must be observed. The liability for accidents suffered by such persons on the company premises shall be excluded as far as intent or gross negligence cannot be proved.

11. Buyer-supplied Materials

Materials and parts supplied by us remain our property. They may only be used for the intended purpose. The processing and material and the assembly of parts is performed in our name. It is agreed that we become joint owners of the products manufactured using our materials and parts in the ratio of the value of our supplies to the value of the finished product which is thus stored by Seller for us.

12. Specimens, Drawings

Documents of all kinds which we provide to Seller, such as drawings, models, notices and all other order documents, and which are declared by us as being confidential shall be returned to us free of charge and without the need for a separate request as soon as they are no longer required for the purposes of the purchase order. They shall not be made accessible to third parties. Products manufactured according to our documents, such as drawings, models, etc. or on the basis of our confidential information or using our tools or copied

tools must neither be used by Seller nor offered or delivered to third parties.

This shall apply analogously to our printing orders.

13. Place of Performance and Venue

Place of performance is the place to which the goods are to be delivered according to the purchase order. Venue shall be Tuttlingen, the registered offices of the respective Buyer or another statutory venue at our discretion.