

General Terms and Conditions
WILAmEd GmbH, Kammerstein, Germany

1. Scope of Application

- 1.1. Unless explicitly agreed otherwise in writing, any deliveries and services by WILAmEd GmbH ("WILAmEd") shall only be made in accordance with the provisions hereinbelow.
- 1.2. WILAmEd will not accept any general terms and conditions of the customer and they will only be considered an integral part of the contract with WILAmEd's explicit written consent. WILAmEd's General Terms and Conditions shall also be applicable if WILAmEd performs the services to the customer without any reservation while being aware of the existence of conflicting terms and conditions and/or conditions of the customer that deviate from WILAmEd's Terms and Conditions.

2. Offer, Conclusion of Contract, Prices

- 2.1. Offers by WILAmEd shall be subject to confirmation. Orders and/or other agreements made in writing or orally as well as any additional agreements made orally will only become effective and binding with WILAmEd's written confirmation. In case of immediate delivery, the order confirmation may be substituted by shipment of the goods.
- 2.2. The contractual obligations of WILAmEd as well as the customer shall exhaustively be laid down in the written contract concluded.
- 2.3. Information as to the quality of the delivered goods shall exhaustively and fully be laid down in the respective manual for medical products, which shall be considered an integral part of the delivery.
- 2.4. Any deliveries and services by WILAmEd shall as a general rule be performed on the basis of the prices valid at the time of placement of the order. WILAmEd shall only be entitled to charge the customer with the prices valid at the time of delivery or performance if the agreed period between placement of the order and delivery exceeds four (4) months. If the customer objects to the prices valid at that time, the customer shall be entitled to cancel the contract within ten (10) calendar days from the date the customer was informed of the applicable prices by WILAmEd. After expiry of the above time limit, the contract shall be executed with the prices valid at the time.
- 2.5. The prices shall be ex works (unless explicitly agreed otherwise, ex works WILAmEd's manufacturing site in Kammerstein, Germany, or ex works the agreed manufacturing site of WILAmEd or its sales partner), value added tax shall be added at the then applicable rate, as well as any other taxes. ("place of performance" see 17.1) ("ex works" in accordance with INCOTERMS 2000). WILAmEd shall be entitled to charge the customer with any new taxes and duties. WILAmEd shall also be entitled to charge the customer with any costs related to the implementation of new safety regulations required by law.
- 2.6. Any special conditions granted to the customer shall be valid only on condition of the customer's due performance of his contractual obligations. In case of failure to perform by the customer, WILAmEd shall be entitled to immediately withdraw the special conditions.

3. Reservation of Self-Delivery

- 3.1. If the supplies are unavailable due to a failure to supply of WILAmEd's own suppliers and/or because WILAmEd's stock for the delivery has been exhausted, WILAmEd shall be entitled to deliver goods which are equivalent in quality and

price. In case a delivery of goods equivalent in quality and price is impossible, WILAmEd may cancel the contract.

4. Delivery, Passing of the Risk

- 4.1. Delivery of the goods shall be ex works WILAmEd's manufacturing site in Kammerstein, Germany, unless explicitly agreed otherwise, or from the agreed manufacturing site of WILAmEd or the sales partner. WILAmEd shall be entitled to effect partial deliveries, the choice of the transport route and means shall lie within WILAmEd's discretion, subject to any specific agreement. In case of custom-made products, excess or under deliveries of up to five percent (5%) of the agreed quantity shall be acceptable.
- 4.2. The risk shall pass to the customer on the handing-over of the goods to the carrier or other transporter.
- 4.3. Any goods whose readiness for dispatch has been notified shall be collected immediately. In case of any failure to collect the goods, WILAmEd shall be entitled, in its discretion, to either ship the goods at the customer's costs and risk or to store and immediately invoice the goods. The risk passes once the goods ready to dispatch are made available.
- 4.4. WILAmEd will not insure the transport. If the customer desires to insure the transport, he will need to take out insurance cover by himself and at his own cost.

5. Time of Delivery

- 5.1. Delivery and completion times need to be agreed separately in writing.
- 5.2. Any time periods shall not commence before all commercial and technical conditions for the completion of the order have been finally specified.
- 5.3. WILAmEd's compliance with its obligation to deliver shall also be conditional upon the customer's timely and due performance of his obligation. The objection for non-performance of the contract shall be reserved.
- 5.4. If WILAmEd is in delay with any delivery, the customer may grant a reasonable period of grace of at least two (2) weeks, stating that after expiry of that period, he will refuse to accept performance. If within the period of graced delivery is not effected, the customer shall be entitled to cancel the contract.
- 5.5. If upon the customer's request delivery or service is postponed by a period exceeding one (1) month following notification of the goods' readiness for dispatch, WILAmEd may charge the customer with a fixed rate for each month or fraction thereof for storage of the goods amounting to zero point five percent (0.5 %) of the net price of the goods to be delivered, the maximum total amount of which shall not exceed five percent (5 %) of the net price of the goods to be delivered. The parties to the contract may prove that higher or, as the case may be, lower storage costs have been incurred.

6. Force Majeure

In an event of force majeure, including but not limited to war, natural disasters, orders of higher authorities, strikes, lockouts, riots, defective machines, not as a result of improper maintenance, failure by WILAmEd's own suppliers to deliver in time and/or to effect delivery in accordance with the terms agreed upon, disruptions in the supply of energy and/or raw materials, extraordinary transport and/or road traffic conditions, administrative action or interference as well as other operational breakdowns that are beyond a party's control, WILAmEd shall be entitled – independent of whether these conditions arise at WILAmEd's or a supplier's premises - to postpone delivery by the period of duration of the disruption or, if an end to the disruption is not in sight, to cancel the contract in whole or in part without any further

obligations. Section 313 BGB, German Civil Code, shall remain unprejudiced.

7. Customer's Rights in Case of Material Defects

7.1. All parts of the delivered goods which show a material defect during the period of limitation are to be either subsequently improved without costs, be redelivered, or be newly made ("Nacherfüllung" or "subsequent performance") by WILAmEd in WILAmEd's discretion if the cause of said defect already existed at the time of the passing of the risk.

7.2. Subsequent performance shall not entail the commencement of a new period of limitation (7.3).

7.3. Claims for material defects will become statute-barred after twelve (12) months. This shall not apply where section 438 subsection 1 sentence 2, section 479 subsection 1 and section 634a subsection 1 sentence 2 BGB provide for longer periods and in cases of injury to life, to the body and/or to health, in cases of intentional or grossly negligent infringement of an obligation by WILAmEd, and in cases of fraudulent concealment of a defect.

The statutory provisions on the suspension of expiration, suspension or recommencement of the limitation periods shall remain unaffected.

7.4. The customer shall be bound to check the delivered goods' compliance with the contract as well as the compliance of the pre-products and intermediate products and data sent to the customer immediately upon receipt in any case.

7.5. The customer shall notify WILAmEd of any material defect immediately and within a period of two (2) weeks from receipt of the goods at the latest ("notification of defects"). Any later notifications of defects shall be inadmissible, unless the customer provides evidence that the material defects occurred could not have been discovered even through a proper and thorough examination. The notification of defects must contain information as to the data of the delivered goods: product name, number of invoice or order confirmation of WILAmEd, description of the damage or defect.

7.6. In the case of notification of a defect, the customer may withhold payments in a reasonable amount taking into account the material defects occurred. The customer, however, may withhold payments only if the subject-matter of the notification of the defects occurred is doubtlessly justified. The customer may not withhold payments if his claims for defects are statute-barred. If a notification of defects is unfounded, WILAmEd shall be entitled to charge the customer with the costs incurred by WILAmEd.

7.7. WILAmEd shall be granted the opportunity of subsequent performance within a reasonable period of time. If WILAmEd is not granted this opportunity, WILAmEd shall be exempted from its liability for material defects.

7.8. If subsequent performance is unsuccessful, the customer may, without prejudice to any claims for damages (11.), cancel the contract or adjust the purchase price.

7.9. No claims for defects will arise in the case of only minor deviations from the agreed properties, of only minor impairment of the fitness for a purpose, of natural wear and tear, or of damage which occurred after the passing of the risk as a consequence of incorrect or negligent use, excessive operational demands, inappropriate equipment, or which occurred consequent to particular external factors which have not been taken into calculation at the drafting of the contract.

7.10. Any defects in parts of the delivered goods shall not justify complaints about any and all goods delivered unless the partial delivery is of no interest to the orderer.

7.11. Any deliveries in excess or under deliveries of up to 10% of the ordered quantity cannot be objected to. Any invoice will be drafted on the basis of the quantity delivered. Under deliveries of up to 10% of the ordered quantity shall therefore not be deemed a material defect and shall not entitle the customer to raise any claims based on the statutory liability for material defects and/or claims for damages.

7.12. Any claims by the customer for expenses incurred due to subsequent performance, including but not limited to expenses related to transportation, routes, labour, and material, shall be excluded to the extent such additional expenses are incurred because the goods are subsequently delivered to a place other than the place of performance.

7.13. The customer shall only have a right to redress against WILAmEd to the extent the provisions of any agreement between the customer and his buyer do not go beyond the statutory claims for damages. Sections 7.9, 7.10, 7.11 and 7.12 shall apply accordingly regarding the extent of the customer's right of redress against WILAmEd pursuant to section 478 subsection 2 BGB.

7.14. Any claims of the customer against WILAmEd for a material defect which go beyond those set forth under 7. and/or additional claims to those set forth under 7. shall be excluded. This shall not apply in case of fraudulent concealment of the defect, failure to achieve guaranteed characteristics, injury to life, to the body, to health, and/or to freedom, and in case of an intentional or grossly negligent infringement of an obligation by the supplier. The above provisions shall not imply a reversal of the burden of proof to the detriment of the customer.

8. Infringement of Property Rights, other Defects in Title

8.1. Unless agreed otherwise, WILAmEd shall deliver goods free from industrial property rights and/or copyrights of any third party ("property rights"). If any third party raises any justified claims against the customer for the infringement of property rights by goods delivered by WILAmEd and used in compliance with the contract by the customer, WILAmEd shall be liable for the period stipulated in 7.3 as follows:

8.1.1. WILAmEd, in its own discretion and at its own costs, will either obtain a right to use for the delivered goods affected, change the delivered goods so that they no longer infringe the property right, or replace the delivered goods. If WILAmEd is unable to take any of the said measures under reasonable conditions, the customer shall have the statutory rights to cancel the contract and/or adjust the contract price.

The regulations of 7.6, 7.7, and 7.13 shall apply accordingly.

8.1.2. In order to comply fully with the abovementioned obligations, it is required that the customer informs WILAmEd immediately and in writing of the claims raised by the third party, does not acknowledge an infringement, and that all defensive action and/or settlement procedures remain open to WILAmEd. If the customer stops using the delivered goods in order to reduce the damage or for other good reason, they shall be obliged to point out to the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.

8.2. Claims by the customer shall be excluded to the extent that the customer is responsible for the infringement of the property right.

8.3. Claims by the customer shall also be excluded to the extent that the infringement of the property right has been caused by special instructions of the customer, by an application that

WILAmEd could not foresee, and/or is the result of the customer modifying the delivered goods and/or using them together with products not delivered by WILAmEd.

- 8.4. In case of other defects in title, the provisions of 7. shall apply accordingly.
- 8.5. Any claims going beyond those set forth under 8. and/or any other claims than those set forth under 8. by the customer for a defect in title against WILAmEd and the persons employed by WILAmEd in performing its contractual obligations shall be excluded. For claims for damages, section 11 shall apply.

9. Customer's Obligation to Release from Liability

- 9.1. The customer will immediately release WILAmEd from liability for any and all claims by a third party raised against WILAmEd in connection with the delivered goods.
- 9.2. The obligation to release from liability shall not apply if and to the extent that WILAmEd has acted with intent or negligently vis-à-vis the customer or third party.
- 9.3. The above provisions shall not imply a reversal of the burden of proof to the detriment of the customer.

10. Impossibility, Adaptation of Contract

- 10.1. To the extent that delivery of the goods is impossible, the customer shall be entitled to claim damages, unless WILAmEd is not responsible for the impossibility. The customer's claim for damages shall, however, be limited to an amount of 10 % of the value of the part of the delivered goods which, owing to the impossibility, cannot be put to use by the customer. This shall not apply in cases of mandatory liability based on intent, gross negligence or initial impossibility or due to injury of life, body, or health. This shall not imply a reversal of the burden of proof to the detriment of the customer. The customer's right to cancel the contract shall remain unaffected.
- 10.2. Where force majeure events (6.) substantially change the economic significance or the contents of the delivered goods or considerably affect WILAmEd's operation, the contract shall be adapted accordingly, taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, WILAmEd shall have the right to cancel the contract. If WILAmEd intends to exercise its right to cancel the contract, it shall notify the customer thereof immediately after having realised the repercussions of the event; this shall also apply even where an extension of the delivery period had previously been agreed with the customer.

11. Liability

- 11.1. WILAmEd shall be liable under the statutory provisions in case the customer raises any claims for damages for intentional or grossly negligent action/omission, including intentional or grossly negligent action/omission by representatives of WILAmEd or persons employed by WILAmEd in performing their contractual obligations, and also in case of any culpable infringement of an essential contractual obligation. To the extent that WILAmEd is not made responsible for intentional default under the contract, which means cases of gross negligence, and cases of infringement of an essential contractual obligation, WILAmEd's liability shall be limited to the foreseeable damage intrinsic to the contract.
- 11.2. If WILAmEd fails to deliver within the agreed delivery period because of an infringement of a non-essential contractual obligation which is due to WILAmEd's own fault, the customer shall be entitled to charge for each full week period of delay a lump sum in compensation for the delay amounting to zero

point five percent (0.5 %) of the price of the delivered goods which shall, however, not exceed five percent (5 %) of the value of the delivered goods, for the part of the delivered goods which due to the delay in delivery could not be put to use by the customer.

- 11.3. Liability for damages shall be excluded in all other respects. In this respect, WILAmEd shall in particular not accept liability for damages other than to the supplied goods themselves. Any claims for injury of life, body, and/or health as well as mandatory liability under the law shall remain unaffected.
- 11.4. The customer shall only have a right to cancel the contract once the customer has granted WILAmEd a reasonable period for delivery, stating that after expiry of said period, the customer will refuse to accept delivery of the supplies, and once any such period has expired fruitlessly.
- 11.5. Any processing of the goods delivered by WILAmEd shall be at the customer's risk. Any proposals as to the processing of the goods made by WILAmEd shall be without any commitment, also with respect to any possible property rights of third parties, and shall not remove the need for the customer to examine the goods for their suitability and usability.
- 11.6. Any claims for damages shall be statute-barred after the expiry of twelve (12) months from the date any such period begins under the law unless WILAmEd is accused of intent or gross negligence and/or a different limitation period is mandatory under the law, including but not limited to limitation periods for claims for damages under the German Product Liability Act ("Produkthaftungsgesetz").
- 11.7. The above provisions in section 11. shall not imply a reversal of the burden of proof to the detriment of the customer.

12. Terms of Payment, Set-off, Return Debits, Invoice Form

- 12.1. Any invoice amounts shall be due immediately and in their full net amount.
- 12.2. Any payment will be credited against the oldest outstanding amounts even where the customer has made a conflicting provision.
- 12.3. No payment shall be set off against any disputed claims which have not been established by a court of law, or be withheld due to any such claims.
- 12.4. Where WILAmEd, under the parties' agreement, debits the invoice amount from the customer's account, the customer shall bear the costs for any unsuccessful debit of the customer's account and WILAmEd shall be entitled to send any future deliveries on a cash on delivery basis. In addition, a lump sum amounting to EUR 25, - for the time and effort involved shall become due.
- 12.5. Invoices can be either on paper or electronically. The invoice recipient declares his consent to electronic invoice transmission.

13. Interests, Default of Payment

- 13.1. If the customer fails to make payment by the due date stipulated in 12.1, the customer will be invoiced with interests pursuant to section 288 subsection 2 German Civil Code (BGB). If the customer is not an entrepreneur, the customer will be invoiced with interests pursuant to section 288 subsection 1 German Civil Code. This shall not affect any claim for further loss or damage incurred by the failure to effect payment by the due date.
- 13.2. WILAmEd shall not be obliged to perform any delivery under any current contract until payment of any and all amounts due including interests and any costs has been effected.

13.3.If the customer is in delay with payment of any due amount, or if any circumstances become known to WILAmEd that cast doubt on the customer's creditworthiness, WILAmEd may declare all receivables due for payment, even where deferred payment had been agreed, the receivables have been secured, and/or bills of exchange have been issued.

In this case, WILAmEd shall be entitled, without prejudice to any more extensive rights, to perform any outstanding deliveries only against payment in advance, to demand securities, to cancel any contract after expiry of a reasonable period of grace, or to claim damages. WILAmEd shall in particular be entitled to cancel this contract without notice if an application has been submitted to open insolvency proceedings on the customer's assets.

13.4.If the customer is in delay with any payment, he may be invoiced, in addition to the loss usually incurred by payment default, with the costs for collecting information.

14. Retention of Title

14.1.WILAmEd shall retain the title in the goods delivered until payment of any and all receivables from WILAmEd's business transaction with the customer, including interests as well as any costs, has been effected. As for open account terms, the retention of title secures the balance due.

14.2.The goods subject to retention of title shall exclusively be intended for use by the customer. They shall only be resold upon WILAmEd's prior written consent.

The customer hereby assigns to WILAmEd any and all claims from any resale of the goods, including any securities, in the amount of the outstanding purchase price. If the goods subject to retention of title are sold together with any other goods that do not belong to WILAmEd, any claim from the resale of the goods shall be assigned to WILAmEd in the invoice amount of the goods subject to retention of title.

14.3.Where retention of title is claimed due to a considerable delay in payment, any such claim shall not imply a cancellation of the contract unless stated explicitly by WILAmEd.

14.4.Pledging and/or transferring title in order to secure a debt with the transferee ("Sicherungsübereignung") in the goods subject to retention of title to any third party shall be excluded. The customer shall be obliged to avert and to inform WILAmEd of any attempts to access and all impairments to the property of WILAmEd as well as to objects that, while they are not the property of WILAmEd, have been provided to the customer by WILAmEd, independent of the cause in law for such provision. The customer shall be liable for WILAmEd's loss to the extent the third party is not in a position to reimburse WILAmEd for the court costs and other costs of a claim under section 771 German Code of Civil Procedure (ZPO).

14.5.In case of a default of payment, discontinuance of payments, or a petition for settlement or to open insolvency proceedings by the customer or a creditor, WILAmEd, without prejudice to any existing more extensive rights, shall be entitled to take back and otherwise sell the goods subject to retention of title. The proceeds from the sale minus any costs and expenses incurred in connection with the sale, which WILAmEd may invoice in the amount of ten percent (10 %) of the proceeds of the sale without proof, shall be deducted from the total amount due from the customer. Any proceeds in excess of the total amount due from the customer shall be paid out. The customer shall, however, be entitled to prove to WILAmEd that any actual costs and/or expenses for the sale of the goods subject to retention of title are lower than indicated hereinbefore.

14.6.If the value of the securities WILAmEd is entitled to exceeds the total amount due from the customer by more than ten percent (10 %), WILAmEd, upon the customer's request, shall

be obliged to release securities of their choice whose value corresponds to the excess amount.

15. Representations and Warranties, Guarantees

15.1.WILAmEd's employees shall not be entitled to deviate from the content of any contract through oral or written representations and/or warranties and/or to amend the content of any contract. This shall not apply, however, to representations and/or warranties made by any company body and/or authorised signatory of WILAmEd or by any person authorised by any such body or authorised signatory to make any such representation and/or warranty.

15.2.Any guarantee ("Garantie", or guarantee, as defined under German law as a voluntary self-commitment beyond contractual obligations) may only be given by an authorised signatory of WILAmEd. Any guarantees given by employees other than authorised signatories shall be void.

16. Insurance

16.1.The customer shall be obliged to take out insurance cover, in the amount of their original value, for damage to and loss of any objects provided to the customer for the sole purpose of using them or which are subject to retention of title.

16.2.The customer shall be obliged, upon WILAmEd's request, to provide proof on the existence of such insurance cover.

17. No Assignment

The customer shall not be entitled to transfer to and/or assign to any third party any rights and/or claims.

18. Succession

The customer shall be obliged to notify WILAmEd of their own accord of any change, including but not limited to any change of their company name and/or legal form. The customer shall be liable for any disadvantages arising from a failure to make such notification and/or from a delay in making such notification..

19. Data Protection

19.1.Pursuant to the German Law on Data Protection ("Bundesdatenschutzgesetz"), customer details shall be stored for business purposes only. Customer details shall only be passed on to any third party to the extent required by the contract. Under section 34 of the German Law on Data Protection, there is the right to obtain information, free of charge, on the data stored by WILAmEd, and under section 35 of the Law on Data Protection there is the right to have such personal data corrected, deleted, or blocked at any time.

19.2.The customer agrees that WILAmEd will collect information on the customer's liquidity and will transmit to SCHUFA (German credit protection agency) data on the conclusion, implementation, and termination of this contract. Apart from this, WILAmEd shall be entitled to also transmit to SCHUFA data on any failure to comply with this contract (including cancellation due to default of payment, application for a payment order in case of an undisputed claim, as well as enforcement procedures). Under the German Act on Data Protection, any such notifications may only be made to the extent required to protect justified interests of WILAmEd, a contractual partner of the SCHUFA, and/or the general public and where such notification does not impair any interests deserving of protection of the customer.

20. General Provisions

20.1.Place of performance for any deliveries by WILAmEd shall be, unless expressly agreed otherwise, WILAmEd's

manufacturing site in Kammerstein, Germany. Otherwise the manufacturing site of WILAmEd, or of a sales partner, agreed upon. For any other performance, the place of performance shall be Kammerstein, Germany.

20.2. WILAmEd's legal relations with the customer shall exclusively be governed by German law, to the exclusion of the uniform law on international sales and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

20.3. If the customer is a merchant, a legal entity governed by public law, or a federal special fund governed by public law, or if the customer's general place of jurisdiction is not within Germany, if the customer, after conclusion of the contract, changes their official place of residence or usual place of residence to a place outside the territory of the Federal Republic of Germany, or if the customer's official place of residence or usual place of residence is unknown at the time an action is brought, the exclusive venue for all disputes shall be Nuremberg, Germany. To the extent allowed by law, we may also bring an action against the customer before the court of the customer's general place of jurisdiction.