

## GENERAL TERMS AND CONDITIONS

### 1. GENERAL, CONCLUSION OF CONTRACT

- 1.1 The terms and conditions apply to all present and future business relationships. Deviating or opposing General Terms and Conditions of the Customer, even if known, are not an integral part of this contract unless their applicability has been expressly agreed.
- 1.2 All offers are non-binding until conclusion of the contract. Placing an order constitutes a binding commitment on the part of the Customer. The Contractor is permitted to accept the contractual offer found in the order within three working days. Acceptance can be declared in writing or through the transfer of the work to the Customer. Conclusion of the contract takes place subject to correct and timely delivery from the Contractor's suppliers. This shall only apply if non-delivery is attributable to the Contractor.
- 1.3 All ancillary agreements and amendments to the contract must be in written form.
- 1.4 The Customer shall point out any existing industrial property rights affecting the object to be repaired.

### 2. REPAIRS

- 2.1 The customer is aware that the Contractor uses new original and used spare parts as well as reproduced spare parts for repair.
- 2.2 If repairs can not be carried out, the object to be repaired must only be returned to its original state at the express request of the Customer against reimbursement of costs, unless the works carried out were not necessary.
- 2.3 If repairs cannot be carried out, the Contractor shall not be liable for damages to the object to be repaired, breaches of contractual ancillary obligations, or for damages not to the object to be repaired itself, regardless of the legal grounds that may be asserted by the Customer (this provision applies to unrepaired medical devices).
- 2.4 This exclusion of liability shall not apply in the case of intent, gross negligence on the part of the management or directors, or in the event of a culpable breach of the Contractor's substantial contractual obligations.
- 2.5 In the event of a culpable breach of substantial contractual obligations, the Contractor shall only be liable for the typical contractual, reasonably foreseeable damages, except in the case of intent or gross negligence on the part of the management or directors.
- 2.6 The Customer shall be provided with a loan unit for the duration of the repairs on request. For this, the Customer shall only be billed the loan unit lump sum applicable at the time separately. The loan item must be checked immediately to ensure it is complete and in working order. Complaints must be made immediately in writing.
- 2.7 Wear-related damages to loan units are borne by the Contractor. Damage to the loan unit caused by improper use (according to the manufacturer's instructions) are the responsibility of the Customer and shall be billed additionally. Accessories that are not returned shall be billed to the Customer.

### 3. INFORMATION ON COSTS AND COST ESTIMATES

- 3.1 Wherever possible, the Customer shall be provided with the anticipated repair price according to the valid price list upon conclusion of the contract. Otherwise, the Customer may set price limits.  
If the repairs cannot be carried out for this price, or if the Contractor decides during the repairs that additional work is necessary, the Customer's consent must be obtained if the price given is exceeded by more than 15%.
- 3.2 If a cost estimate with binding prices is desired before repairs are carried out, this must be expressly requested by the Customer. Such a cost estimate is only binding if given in writing and identified as binding. Cost estimates are not charged.
- 3.3 If after receiving the cost estimate the Customer does not issue a repair order, the Contractor shall be entitled to charge any costs to the Customer.
- 3.4 In this case the Contractor is not liable for the functioning of the device that has not been repaired. No preparation takes place. The device is returned as a defective device. In this case, the Contractor expressly advises against further use of the device.

#### **4. PRICE AND PAYMENT**

- 4.1 The Contractor is entitled to demand an appropriate advance payment upon conclusion of the contract.
- 4.2 If the repairs are carried out following a binding cost estimate, a reference to said cost estimate shall suffice and only deviations to the scope of service must be quoted in detail.
- 4.3 In addition, VAT is charged to the customer at the legally applicable rate.
- 4.4 Any adjustment to the invoice made by the Contractor or any objection from the Customer must be made in writing by four weeks after receipt of the invoice at the latest.
- 4.5 Payment must be made by the Customer on acceptance and delivery or remittance of the invoice without discount, by 30 days after receipt of the invoice. The default interest rate is eight percentage points above the base interest rate for the year (Section 288 BGB [German Civil Code]). If the Customer defaults in paying the Contractor, all further existing payment claims against the Customer become due immediately.
- 4.6 Retention of payments or offset because of possible complaints by the Customer contested by the Contractor is not permitted.
- 4.7 For international deliveries, payment on delivery is agreed. This also applies to services for third parties to third parties.

#### **5. TRANSPORT AND INSURANCE**

- 5.1 Delivery shall be made 'carriage paid' by and at the cost of the Contractor. For special requests (export), the Customer shall bear the cost of the special delivery. In the event of non-release of a cost estimate, the Customer shall bear the cost of transport.
- 5.2 The Customer shall bear the transport risk in the case of transport with its own vehicle or permitted transport by third parties.
- 5.3 At the request of the Customer, the transport to and, if necessary, from the workshop can be insured against insurable transport risks, such as theft, breakage, fire, at the cost of the Customer.

#### **6. REPAIR PERIOD**

- 6.1 The information given regarding repair periods is based on estimates and is therefore not binding.
- 6.2 The agreement of a binding repair period, which must be identified as binding in writing, can only be requested by the Customer if the scope of the work to be carried out is determined exactly and is subject to the correct, timely delivery of the items in question to the Contractor.
- 6.3 The binding repair period is complied with if the object to be repaired is ready for return to the Customer by its expiration.
- 6.4 In the event of subsequently placed additional or extension orders, or in the event of any necessary additional repair work, the agreed repair period shall be extended accordingly.
- 6.5 If the repairs are delayed as a result of measures during industrial disputes, in particular strikes and lockouts, or the occurrence of circumstances for which the Contractor is not responsible, the repair period shall be extended appropriately if these obstacles have a demonstrable significant effect on the completion of the repairs. This shall also apply if such circumstances cause the Contractor to be delayed.
- 6.6 If the Customer can prove damage resulting from a delay on the part of the Contractor, the Customer is entitled to demand compensation for the delay, to the exclusion of all further claims. This amount shall be 0.5% for each full week of the delay, but shall not exceed a maximum total of 5% of the price of the repair.

## **7. ACCEPTANCE**

- 7.1 The Customer shall accept the object to be repaired as soon as notification that repairs have been completed is received. If the repair work is not in accordance with the contract, the Contractor must remedy the defect. This does not apply if the defect is insignificant in terms of the Customer's interests and the functioning of the object to be repaired, or is due to circumstances that are attributable to the Customer. The Customer may not refuse acceptance because of a minor defect, if the Contractor expressly recognises its duty to remedy said defect.
- 7.2 If the acceptance is delayed due to reasons not attributable to the Contractor, the acceptance shall be deemed to have been granted after a period of two weeks has elapsed since notification of the completion of the repair.
- 7.3 The place of performance of the services is the Contractor's headquarters.

## **8. RETENTION OF OWNERSHIP, EXTENDED LIEN**

- 8.1 The contractor reserves the right to retain the ownership of significant accessories, spare parts and replacement units until receipt of all payments arising from the contract for repairs. More extensive collateral agreements may be agreed.
- 8.2 The Contractor is granted a right of lien as a result of the claim arising from the contract for repairs for the Customer's object to be repaired found in its possession due to the contract. Such lien may also be exercised in relation to claims stemming from work already conducted, deliveries of spare parts and other services, insofar as they are related to the object to be repaired. The contractual right of lien shall only apply to other claims resulting from the business relationship as far as these are uncontested or have been confirmed by a court of law.
- 8.3 The Contractor is entitled to exercise all rights resulting from the retention of ownership – in particular withdrawal of the goods delivered under the retention of ownership – without prior termination of the relevant purchase contract.

## **9. WARRANTY**

- 9.1 After acceptance of the object to be repaired, the Contractor shall be liable for repair defects, including the lack of expressly guaranteed features, that occur within six months of acceptance, excluding all other claims of the Customer without prejudice to Articles 9.6 and 10, in such a way that they must remedy the defect. The Customer must inform the Contractor of any defects identified immediately in writing. The Customer's right to claim against defects shall elapse six months after the date of acceptance. In the event that defects are identified, the Customer shall deliver the object to be repaired to the Contractor for rectification. The same applies to the purchase of used devices.
- 9.2 The period of liability for defects shall be extended by the period of time for which operations are interrupted due to work required to remedy the defect.
- 9.3 The Contractor shall not be liable if the defect is insignificant in terms of the Customer's interests or is due to circumstances that are attributable to the Customer.
- 9.4 In the case of improper repairs carried out on the defective object to be repaired by the Customer or a third party without the prior approval of the Contractor, the Contractor shall not be liable for any consequences. Only in urgent cases, such as if there is a risk to operational safety or in order to avoid disproportionate further damage, whereby the Contractor must be informed immediately, or if the Contractor is already delayed in rectifying the defect, the Customer is entitled to remedy the defect themselves or have it remedied by a third party, and demand compensation for the costs incurred from the Contractor.
- 9.5 Of the costs incurred directly by the corrective action, the Contractor shall bear – insofar as the complaint is justified – the cost of replacement parts including shipment, reasonable costs for removal and re-installation, and furthermore, if this can be reasonably expected depending on the case in question, the costs of any necessary provision of their fitters and helpers. Otherwise, the Customer shall bear the costs.
- 9.6 If the Contractor does not comply with a reasonable deadline set for the rectification of the defect through its own fault, the Customer shall be entitled to claim a reduction of up to 5% of the repair price. The Customer's right to a reduction shall also apply in other cases of failure to remedy defects. The Customer may only cancel the contract upon prior notice if the repairs are demonstrably of no value to the Customer despite the reduction.

## 10. OTHER LIABILITY OF THE CONTRACTOR, DISCLAIMER

- 10.1 If parts of the object to be repaired are damaged through actions for which the Contractor is responsible, the Contractor must choose between repair at their expense or replacement delivery. The obligation to replace is limited to the amount of the contractual repair price. Otherwise, 10.2 applies accordingly.
- 10.2 The Customer cannot assert any further claims for compensation against the Contractor, in particular, claims for damages including claims for non-contractual acts or other rights for any disadvantages associated with the repair in addition to the claims granted by these provisions, regardless of the legal grounds that may be asserted by the Customer.

This exclusion of liability shall not apply in the case of intent, gross negligence on the part of the management or directors, or in the event of a culpable breach of the Contractor's substantial contractual obligations.

In the event of a culpable breach of substantial contractual obligations, the Contractor shall only be liable for the typical contractual, reasonably foreseeable damages, except in the case of intent or gross negligence on the part of the management or directors.

## 11. COURT OF JURISDICTION

For all disputes arising from the contractual relationship, the court of jurisdiction shall, where the Customer is a merchant, a legal entity under public law or a special asset constituted under public law provisions, be the competent court at the location of the Contractor's headquarters. The Contractor may also seize the competent court for the branch which carried out the repair, or the competent court for the Customer.

## 12. NOTICE OF ASSIGNMENT

- 12.1 Our terms of delivery and payment, which our customer accepts by placing the order, shall apply exclusively, including for future business, even if not expressly referred to but previously issued to the customer in connection with an order acknowledged by us. If the order is placed with deviations from our terms of delivery and payment, solely our terms of delivery and payment shall apply, even if we do not raise any objection. Deviations shall therefore only apply if they have been expressly recognised in writing.
- 12.2 We are entitled to assign claims from our business relationships.
- 12.3 All payments must be exclusively paid with discharge of debts to VR FACTOREM GmbH, Ludwig-Erhard-Strasse 30–34, 65760 Eschborn, Germany, to whom we have assigned our present and future claims arising from our business relationship. We have also transferred our retention of ownership to VR FATOREM GmbH.