

## General Terms and Conditions for Delivery and Payment

### § 1 Scope of Application

1. All deliveries and services by MHM Medical Tec GmbH - hereinafter referred to as MHM - are exclusively subject to the following terms and conditions, unless expressly agreed otherwise in writing.
2. Any differing terms and conditions of purchase by the customer shall only become integral part of a contract once MHM has agreed to them in written form.

### § 2 Offer, Conclusion of Contract, Prices

1. Offers made by MHM are subject to change without notice; verbal orders and other agreements as well as additional verbal agreements and confirmations are only valid and binding after written confirmation by MHM.
2. All deliveries and other services rendered by MHM shall be provided exclusively on the basis of the price lists applicable at the time. Should prices change after order placement, MHM is entitled to charge the purchasing party the price in effect at the time of product delivery or service rendering.
3. Prices are always stated as net prices, exclusive of the respective statutory value-added tax in effect at that time.

### § 3 Delivery, Transfer of Risk

1. The delivery of goods is effected in ex work or ex stock supply respectively. The shipping costs shall be borne by the purchaser. Dispatch route and method of transport shall be left to the discretion of MHM, unless otherwise agreed. Packaging costs shall only be charged if the purchasing party has special or further packaging demands incurring additional expenses.
  2. Unless otherwise agreed, all goods shall be shipped with an insurance coverage. The insurance policy provides covers from door-to-door as set out in the DTV cargo insurance conditions 2000.
- The risk shall pass to the recipient upon handover.
3. Goods reported as ready for shipment must be retrieved immediately. Otherwise, MHM is entitled to dispatch them at MHM's choice and at the expense and risk of the purchaser, or to store and charge for them immediately at MHM's discretion. Transfer of risk to the customer is effected when the goods are ready for collection.

### § 4 Terms of Delivery, Self-Delivery Clause

1. Periods and dates of delivery are approximate only, unless MHM has expressly confirmed them in writing as binding. Delivery periods commence one week after receipt of the order; in the case of an explicit confirmation of order with its receipt by the purchaser.
2. MHM reserves the right to withdraw fully or in part from the contract, should MHM's suppliers fail to deliver properly or in time. The purchasing party shall not have the right to reject partial shipments.
3. In cases of force majeure, strikes, lock-outs or other industrial action, measures taken by government bodies or other operational disturbances beyond MHM's control, MHM is entitled to postpone the delivery for the duration of the obstruction or to withdraw fully or in part from the contract. The purchasing party shall be informed about the obstruction reasons without delay.
4. If MHM is in default the purchaser shall be entitled to set a reasonable deadline. Should the delivery not occur within this grace period the purchasing party shall be entitled to rescind the contract. Claims for damages shall be excluded unless they are based on willful intent or gross negligence on the part of MHM or its assigned vicarious agent.

### § 5 Notification of Defects, Warranty

1. Defects - also the lack of guaranteed qualities - are to be rebuked in writing and immediately, the latest within an exclusion period of 14 days after receipt of goods. This applies in particular, but not exclusively, to sterility and expiration dates on the packaging. After the 14-day period complaints of defects which would have been detectable through comprehensive incoming-goods inspections by the purchaser can no longer be asserted.
2. In each case of complaint, MHM shall have the right to inspect and test allegedly defective goods, whereby it remains at MHM's discretion whether to do this at the purchasers' premises or after return of the goods to MHM. MHM reserves the right to refuse acceptance of goods sent back to MHM without prior written consent by MHM.
3. MHM will accept defective goods for replacement shipments. Alternatively, MHM is entitled to compensate the proven depreciation in value (right of reduction). Should a replacement shipment fail or not be possible within a reasonable period of time, the purchaser shall be entitled to rescind the contract.

### § 6 Exclusion and Limitation of Liability

1. Unless provided otherwise in the foregoing provisions, indemnification claims by the purchasing party, irrespective of their legal grounds (such as nonperformance, impossibility of fulfillment, positive breach of contract, non-compliance of contractual obligations, unlawful proceedings, compensation between joint debtors, etc.) shall be excluded unless MHM is liable due to mandatory legislation for willful intent or gross negligence.
2. In case of gross negligence by one of MHM's vicarious agents, MHM's obligation to indemnify is limited to the amount of the damage predictable for the company as possible consequence of a contract violation based on the circumstances known at contract closing.
3. All claims against MHM, irrespective of their legal grounds, shall become time-barred six months after transfer of risk at the latest.

### § 7 Payments

1. Cheques or bills of exchange or are only accepted on account of performance. Bills of exchange are only accepted upon explicit agreement. Any and all discount and bill charges shall be borne by the purchasing party.
2. Should MHM become aware of circumstances which, according to a dutiful commercial discretion, give cause to justified doubts about the creditworthiness of the purchaser, MHM reserves the right to rescind the contract or to make delivery conditional upon prior payment.
3. Offsetting with disputed counterclaims and/or retention of due invoiced amounts are excluded.

### § 8 Default Interest Rates, Delay in Payment

1. In the event of delayed payment exceeding the granted limit of a maximum of 30 days after the invoice date and as set forth in § 7 sentence 1, the default interest rate of 4 % above the respective discount rate of the German Central Bank or European Central Bank respectively, plus the applicable value-added tax shall be charged. Assertion of a higher damage caused by the delay remains unaffected.
2. MHM shall not be obligated to render further deliveries from any current contract before due invoiced amounts including interest rates and other costs have been paid in full.
3. Should the purchaser be in default with a payment due, or should MHM become aware of circumstances giving cause to justified doubts about the creditworthiness of the purchaser, MHM may deem all still outstanding invoices due and payable immediately. This shall also apply regardless of whether subject invoices have been deferred or financial securities and/or bills of exchange have been issued. Notwithstanding further statutory rights in such cases, MHM is also entitled to make further outstanding deliveries conditional upon prior payment, to demand security guarantees or to rescind the contract after a reasonable grace period. The purchaser is liable for the costs of past due notices and any legal action, including all measures necessary in connection therewith (such as procurement of information, engagement of a lawyer or collection agency, etc.).

### § 9 Reservation of Ownership

1. MHM retains ownership of the delivered goods until all claims resulting from the business relationship with the client, including interest rates, costs and expenses - if applicable - have been fulfilled. For open accounts the reserved property is deemed to be security for the amount outstanding.
2. The purchasing party may sell the goods subject to retention of title in his ordinary course of business. The customer hereby assigns to MHM all claims, including any securities, arising from the resale of the goods subject to retention of title up to the amount of MHM's claims. Should the goods subject to retention of title be sold together with other goods not supplied by MHM, any claims from such resale shall be assigned to MHM only in the amount of the invoice value of the conditional goods actually sold. Should the purchasing party sell goods subject to retention of title which have been processed together with other goods not supplied by MHM, the assignment of the purchasing price shall apply only to the value of MHM's joint proprietary share.
3. The purchaser shall be authorized to collect claims from the resale, unless MHM revokes the collection authorization which is allowed at any time. Upon request by MHM the purchaser is obliged to inform his customers of his assignment to MHM and to provide MHM with the information and documentation necessary for collection. Furthermore, MHM is entitled to inform the purchaser's customers, at his cost, about the assignment in MHM's favor. The enforcement of the retention of title shall not constitute a withdrawal from the contract, unless explicitly agreed upon in writing by MHM.
4. Any pledging of goods subject to retention of title or transfer by way of security in favor of third parties shall be excluded. Prior to any seizure, the purchaser shall explicitly advise third parties about MHM's retention of title. Also, he shall immediately inform MHM about any seizure procedures.
5. The purchasing party hereby irrevocably permits MHM to enter the purchaser's offices, production facilities and warehouses at any time in order to take inventory of the goods subject to MHM's ownership rights.
6. If the value of the provision of security which MHM is entitled to exceeds the accounts receivable by more than 20%, MHM shall - upon the purchaser's demand - be obliged to release excess securities of MHM's choice.

### § 10 Reselling and Distribution of the Medical Devices

The sale, shipment and export of our goods to the US market require prior written approval. We reserve the right to impose a contractual penalty in the event of goods being introduced to the US market without our written permission.

Each reseller is obliged to maintain the traceability of its end customers so that, in the event of a recall pursuant to the EC Medical Devices Directive of 14 June 1993 (93/42/EEC), its consumers can be addressed directly and the corresponding medical device can be withdrawn from the market. Moreover article 14 MDR has verifiable be fulfilled.

These obligations also continue to apply to the period after termination of business relationships.

### § 11 Place of Performance, Court of Jurisdiction, Applicable Law

1. The place of performance for all obligations arising from this contract shall be the registered office of MHM.
2. Legal venue for all disputes arising from the contract, also in connection with an action on a bill of exchange or cheque, is the court in Obernburg am Main, insofar the purchaser can be classified as a registered trader, a corporate body under public law or special fund under public law, or does not have a general legal venue in this country. At MHM's discretion, MHM may also sue the customer at the court of his general jurisdiction.
3. All contractual relations shall exclusively be subject to the law of the Federal Republic of Germany. The uniform laws on international sales of movable goods, as well as on international commercial transactions for movable goods do not apply.

### § 12 Data Protection

In order to handle your inquiries you might be asked to enter your contact data, such as address, contact person, email, etc. The provision of such data shall be on a voluntary basis. MHMedical Tec uses the data to process your queries and all subsequent sales related procedures. In addition, MHM makes use of the data to contact the clients per email, telephone or letter in order to inform them about our services and other relevant issues. You may object to, or withdraw your consent for the use of your data at any time by informing us in writing (no official form required) to [info@mhmedical-tec.de](mailto:info@mhmedical-tec.de).

### § 13 Final Provisions

Should one of the above clauses be or become ineffective, or should an omission occur in a contract concluded on the basis of this agreement on general terms and conditions, the efficiency of the rest of the conditions shall not be affected by this. The parties agree that - in that case - a provision shall be applicable which, within the boundaries of law, best approximates what the parties to the agreement have intended or, given the sense and purpose of this contract, would have intended if they had considered the matter.

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