



## General Sales Conditions of W.O.M. WORLD OF MEDICINE GmbH

### 1. General Regulation, Binding Force

- 1.1 The following General Sales Conditions (GSC) shall apply to any and all orders placed with W.O.M. WORLD OF MEDICINE GmbH (hereinafter: WOM). They shall only be valid with companies, persons legal under public law or special public funds in accordance with § 310 I BGB (Civil Code; paragraph concerning General Terms and Conditions). The GSC shall form an essential part of any and all agreements entered into with WOM.
- 1.2 Any GSC of the Customers deviating from these GSC, shall be annulled by means of the following regulations. A failure to respond and/or receipt of Customer's GSC do not constitute consent. In such case, the Customer acknowledges these GSC by means of silent approval and thus waives the validity of the Customer's own conditions.
- 1.3 Deviations from this agreement shall only be valid if expressly confirmed by WOM in writing. The invalidity of one or several stipulations shall not affect the legal effect of the other regulations.

### 2. Conclusion of the Agreement, Scope and Delivery Commitment

- 2.1 Offers of WOM are subject to confirmation. An agreement shall only be deemed to be concluded upon written confirmation of the order by WOM. This confirmation alone shall be relevant with respect to scope, kind and time of the delivery commitment. After sending of the order confirmation, it is assumed that this has been received by Customer within reasonable time.
- 2.2 However, it is agreed that in the case of the delivery of a device for repair, the written confirmation of the order can also be sent together with the invoice. The conditions indicated in the confirmation of the order shall then also be binding with regard to the repair order, which has already been carried out.
- 2.3 WOM shall also be exempt from the delivery commitment in the case of confirmed orders, if the delivery or partial delivery becomes impossible due to unforeseeable circumstances or because of circumstances for which WOM is not at fault. Such reasons include, among other things, decrees by any authority, force majeure or the non-delivery or delayed delivery by suppliers. Changes with respect to the delivery or the technical design shall be permissible insofar as this does not affect the intended effect of the delivery. Any price increase due to such change has to be agreed to by the Customer.
- 2.4 With respect to orders with a value of goods of less than € 100,- WOM reserves the right to charge an administration surcharge.

### 3. Confidentiality

- 3.1 Any and all estimates of costs, drawings and other documents delivered by WOM shall remain in the ownership of WOM and may not be made available to third parties without the prior consent of WOM. They must be sent back upon request and free of charge, together with any copies, which might have been made. The copyright with respect to such documents shall remain with WOM. Any infringement may have legal consequences.
- 3.2 In the event of orders, the execution of which requires special development work, the purchaser does not acquire any invention rights with respect to the developed objects, even if the purchaser has partially participated in the development works.

### 4. Terms of Delivery, Delivery

- 4.1 The terms of delivery shall only be deemed to be agreed upon, if they were confirmed by WOM following the placing of the order. Without such confirmation the delivery times shall be subject to confirmation.

In the event that binding terms of delivery cannot be met for reasons, which are the fault of WOM, the Customer can set an appropriate period of grace. In the event that the delivery cannot be carried out within the set period of grace, the Customer can only withdraw from the agreement, excluding any other possible claims, if the goods have not been reported ready for dispatch at the end of the period of grace. Any claim for damages for non-performance of delivery shall be excluded in case of simple negligence by WOM, unless an infringement of the cardinal obligations exists. The regulations of paragraph 13 of these Terms shall apply. Customer cannot reject partial deliveries.

### 5. Acceptance

The Customer shall be obliged to accept the duly delivered goods. In the event that the Customer, following the provision of the goods, is in arrears with the acceptance of the object of purchase or the fulfilment of the payment obligation for more than 14 days, WOM shall be entitled, after setting a period of grace of 14 days, to withdraw from the agreement or to claim damages for non-performance. The Customer is not allowed to reject deliveries because of minor defects, which do not affect function or performance.

### 6. Prices

- 6.1 Unless otherwise agreed upon in writing, offers of WOM are subject to confirmation. The prices indicated in the offer are fixed according to the kind and scope of the offer. In the event that the prices in the offer do not correspond with those contained in the order, the Customer shall understand the order as a new offer, which is subject to acceptance of WOM.
- 6.2 In the event of significant cost changes, WOM shall reserve the right to increase the prices. In such case, WOM shall communicate the increase to the Customer one month prior to the dispatch of the goods. The Customer shall have the right to withdraw from the agreement within 8 days upon receipt of said notice.
- 6.3 Unless otherwise agreed upon in writing, the prices are understood as Euro prices, ex works, without insurance, duty unpaid and exclusive of packaging costs, plus the value added tax, legally valid at that time. WOM reserves the right to charge a lump sum with respect to administration and/or forwarding costs.
- 6.4 The prices do not include the costs for the installation of the device at the place of destination and the instruction or training of the personal.

### 7. Terms of Payment

- 7.1 Unless otherwise agreed upon in writing, all invoices shall be payable net cash within 14 days following the date of invoice. Upon request, the Customer must make an appropriate advance payment when placing the order. WOM shall reserve the right to carry out any and all deliveries against cash in advance or cash on delivery, in particular, in the event of initial orders or following exceeded due payments. Bill and discount charges shall be paid by the Customer. Any and all payments shall be deemed to be received by WOM, only at that point in time when the money is at WOM 'S disposal.
- 7.2 If the above mentioned and/or otherwise agreed date of the required payment is exceeded, the Customer is deemed to be in delay of performance without the necessity of any written demand for payment. In such an event WOM is entitled to charge interest on arrears amounting to 8% above the base interest rate.
- 7.3 Offset and withholding of Customer's claims against WOM 'S claims of payment shall be excluded, unless the counterclaims have been acknowledged by WOM in writing and/or confirmed as legally binding.
- 7.4 WOM can make pending deliveries depend on the punctual entry of payment of due claims. In the event that WOM learn about any circumstances following the conclusion of the agreement, which decrease the credit-worthiness of the Customer, WOM shall have the right to withdraw from the agreement and require the immediate payment or the handing over of the already delivered goods, independently of due dates.

### 8. Withdrawal / Cancellation of the Agreement

- 8.1 In the event of a withdrawal from the agreement, WOM shall have the right to demand a compensation for decrease in value from the Customer, when taking back deliveries which have been used by the Customer and which, therefore, have suffered a decrease in value.
- 8.2 In the event that WOM cancels an order due to reasons, which lie within the Customer's responsibility, Customer must pay to WOM - notwithstanding a possible assertion of damage, which might actually be higher - at least a compensation amounting to 10% of the net order value. The Customer is free to prove that WOM has not suffered such damage or that the amount of damage is inaccurately assessed.

### 9. Passing of Risk / Transport insurance

- 9.1 Upon the transfer of possession of the goods to the forwarding company (forwarder, railway, post, etc.) the risk passes over to the Customer even if it is agreed that freight is paid by WOM. In the event that the dispatching and/or handing over of the goods to the forwarding company is delayed due to reasons caused by the Customer, the handing over of the goods to the forwarding company shall be deemed to be replaced by the readiness of WOM for dispatch.

### 10. Reservation of Ownership

- 10.1 All WOM deliveries of goods shall take place with a reservation of ownership. The ownership only passes on to the purchaser, if the purchaser has paid any and all obligations resulting from the business relationship existing with us. In the event that payment has been made with a bill of exchange or a check, the corresponding cashing shall be considered as payment.
- 10.2 The processing or transformation of the goods by the Customer is always carried out for the benefit of WOM. The Customer's expectant right in the object shall continue in the transformation of the object. In the event that goods are processed together with other objects, which do not belong to WOM, WOM shall acquire the co-ownership in

the new product or good in proportion to the objective value of the sold good under the agreement to the other processed objects at the time of the processing. The regulations of these Terms shall apply the newly created goods. The costs for the processing of the goods, which are under reservation of ownership, shall be borne by the Customer.

- 10.3 During the reservation of ownership by WOM, the Customer as reseller may only resell the goods delivered and the objects created through the processing within the purchaser's ordinary business activities and only under the condition that the Customer receives the payment from his customer or under the condition that he reserves that the ownership will transfer only after payment in full. During the reservation of ownership period, the Customer assigns any and all claims arising from the resale or from transfer of the goods for any other reason to WOM. As long as the Customer fulfils his payment obligations to WOM, he shall remain entitled to collect the assigned claims. The Customer must forward the collected amounts immediately to WOM, as long as there are any due claims of WOM against Customer.
- 10.4 The Customer must inform WOM immediately about any third parties' access to the goods under reservation of ownership or to the claims assigned to WOM. As far as and as long as WOM is still the owner of the goods, the Customer may neither pledge nor assign a security interest in the delivered goods without WOM's prior consent.
- 10.5 The Customer shall be obliged to handle the goods carefully; in particular, the Customer shall be obliged to insure it against fire, water and theft damages at the replacement value at his own cost. Insofar as maintenance and inspection works are necessary, the Customer must carry them out in due time and at its own cost.

#### 11. Notice of Defects

- 11.1 The Customer is obligated to inspect our delivery items immediately after delivery for deficiencies. Within this inspection samples have to be taken.
- 11.2 Complaints due to incomplete or incorrect deliveries or due to obvious deficiencies have to be made immediately in writing. WOM has to be informed immediately after discovery of hidden deficiencies, which are not visible. If it turns out that the defect described in the notice of defects is attributable to faulty material or manufacturing, the Customer must immediately send back to WOM the goods or parts of the goods, unless any other agreement is made with mutual consent. WOM shall assume all necessary expenses with respect to the removal of defects, in particular, transport, travelling, labour and material costs, insofar as these costs are not increased by the fact that the purchased object had been brought to another place than the place of performance. WOM has the right to demand the return of the expenses that were caused if the notice of defects was made improperly. If WOM is not informed of complaints or deficiencies in time, the delivery proofs authorised to the exclusion of claims resulting from incomplete, incorrect or deficient delivery.

#### 12. Warranty

- 12.1 WOM grants a limited warranty for its products related to manufacturing defects.
- 12.2 Manufacturing defects have to be claimed within a period of 12 months from the time of purchase of the goods. This time limit does not apply where there is damage of life, body or health, or intentional or grossly negligent breach of a contractual duty by WOM and malicious concealment of defects of quality; in such cases the legal time limits apply.
- 12.3 In the event that the defect of the product falls under the above stated warranty period, WOM shall be entitled either to remove the defect (subsequent improvement) or to replace the product. If repeated attempts at repair or replacement fail, the Customer shall be entitled either to rescind the agreement or to claim corresponding remuneration, if the legal requirements are fulfilled.
- 12.4 Claims because of defects cannot be made for minor deviation from the agreed condition, for minor decrease of usefulness, for natural deterioration or for damages, which occur after the date of the transfer of the goods and due to wrongful or negligent treatment, excessive use, use of unfit tools, due to unusual external conditions not agreed to between the parties or for non-reproducible software defects. Any warranty of any kind shall be excluded, if Customer or a third party performs unauthorized changes repairs with respect to the goods, or if the goods have been handled improperly.
- 12.5 Any other damage claims are subject to Paragraph 13 of these General Terms. Further claims of the Customer shall be - for whatever legal grounds - excluded. Therefore, WOM shall not be liable for consequential damages. In particular, WOM shall not be liable for the loss of profit or other economic loss occurring to the Customer.

#### 13. Other Damage Claims, Liability

- 13.1 Any liability for damages going beyond that mentioned in No. 12 of these terms shall be excluded without consideration of the legal nature of the claim especially those for breach of contract or tort.
- 13.2 Paragraph 13.1 does not apply in cases of intent, gross negligence, damages to life, body or health, or of breach of essential contractual obligations. Any claim for breach of essential contractual obligation is limited to typical and foreseeable damages, as long as there is no intent, gross negligence, or damage to life, body or health. The provisions of paragraph 13.1 shall not apply to claims pursuant to §§ 1 and 4 of the German Product Liability Law. WOM's liability in such case shall be limited to the limits of its existing liability insurance, unless the limitation on liability pursuant to § 11, paragraph 5 regarding claims arising from manufacturer liability according to § 823

German Civil Code applies. In the event that said insurance refuses coverage in full or in part, WOM shall be liable up to the limit of the existing insurance.

- 13.3 The regulation pursuant to 13.1 shall also apply in the event of initial inability to perform or justifiable impossibility of performance.
- 13.4 Insofar as WOM's liability is excluded or limited, this shall also apply to the personal liability of the employees, workers, members of staff, representatives and persons employed of WOM in performing an obligation.
- 13.5 As far as the Customer is entitled to damage claims according to paragraph 13, such claims fall under the regulations of paragraph 12.2. For claims concerning the German Product Liability Law, the legal statutes of limitation apply.

#### 14. Export Control Regulations

Certain goods are subject to the German export control regulations. The export of these goods and/or re-export from the Federal Republic of Germany is only possible with the consent of the Bundesamt für Gewerbliche Wirtschaft [Federal Office for Industry and Trade] in Eschborn, near Frankfurt. The Customer shall be liable for the fulfilment of the relevant provisions until the product reaches the end consumer.

#### 15. Applicable Law, Place of Performance and Jurisdiction

- 15.1 The laws of the Federal Republic of Germany shall apply exclusively.
- 15.2 Place of performance for both parties shall be Ludwigsstadt, Germany.
- 15.3 Place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Berlin, Germany for both parties; this shall also apply to any and all legal actions concerning bill of exchange and check matters. However, WOM shall also have the right to take legal action in any other jurisdiction, where the Customer constitutes a place of jurisdiction.

#### 16. Effectiveness

The GSC shall apply to all incoming orders, starting on October 1st, 2013. The GSC shall also apply to future agreements with WOM. The General Sales Conditions of Delivery for Products and Services in the Electronics Industry (as of June 2011) shall apply, unless otherwise provided for in this agreement.