

## **General Terms and Conditions of Sale - Henke Sass, Wolf GmbH**

### **§ 1**

#### **General Conditions - Scope**

- (1) HSW's General Terms and Conditions of Sale are valid exclusively and solely. Opposite sales conditions or alternative sales conditions of the customer will not be accepted unless their validity is agreed upon in written form. HSW reserves the right to deliver any products unconditionally, although HSW is aware of the fact that the customer's General Terms and Conditions of Sale are opposite or differing from ours. In this case, the validity of HSW's General Terms and Conditions of Sale remains unaffected.
- (2) All arrangements agreed upon by HSW and the customer referring to the execution of this contract, are fixed in this contract in writing.
- (3) HSW's General Terms and Conditions of Sale apply for contractors defined by § 310 para. 1 of German Civil Code as well as customers. Special arrangements for customers are marked in the text.
- (4) HSW's General Terms and Conditions of Sale also apply for all future commercial operations with the customer.

### **§ 2**

#### **Offer - Offer documents – Modifications – Over-/Short-Delivery**

- (1) If the customer's order can be qualified as an offer according to § 145 of German Civil Code, HSW has the right to accept this offer within 4 weeks or execute this offer during this period of time. Unless otherwise stipulated in the order confirmation, HSW's offers are subject to confirmation and without engagement.
- (2) HSW reserves intellectual property rights as well as copyright regarding all drawings, illustrations, mappings, calculations and other documents. This also applies for such written documents that are denoted "confidential". Before disseminating these documents to a third party, the customer must ask for HSW' explicit consent to do so. In the event of not placing an order, all offer documents must be returned to HSW immediately.
- (3) For the benefit of technical as well as medical progress, HSW reserves the right to make modifications in construction, design, form and material until delivery is due.
- (4) For orders of single-use syringes or single-use needles, we reserve the right to deliver up to 10% more or less per article and have this be seen as in conformity with contract

### **§ 3**

#### **Prices - Terms of Payment**

- (1) HSW's prices are quoted in bulk, ex works and priced in EURO. Prices are quoted exclusive of VAT and freight unpaid. The minimum order value is net EURO 100,--.
- (2) In the event of cost reductions or an increase in costs (especially as a result of collective agreements or changes in material costs) after contract conclusion, HSW reserves the right to change prices adequately. On request, HSW will verify these price changes.
- (3) Unless otherwise agreed upon, our invoices are payable either within 10 days from date of invoice/2% discount or payable within 30 days from date of invoice/net. Invoices are to be paid exempt from charges.
- (4) In the event of delayed payment, legal provisions are applicable. In the event of exceeded terms of credit, HSW charges interest at the rate of 8 % above the base rate.
- (5) The customer's right of summation can only be granted if the customer is able to prove that claims are legally valid, indisputable and acknowledged by HSW. Moreover, the customer's right of retention can only be granted if the claim bases on the same contractual relationship.
- (6) The acceptance of bills of exchange must be acknowledged by HSW. Costs for discounting and collection of bills have to be borne by the customer.

### **§ 4**

#### **Delivery Period**

- (1) The beginning of the delivery period indicated by HSW presumes that any technical details and questions have been clarified.

- (2) The compliance with our delivery commitment presumes that the customer meets his contractual obligations timely and in proper form with special regard to the timely provision of any documents needed, necessary approvals and clearings. HSW reserves the right of exception in the event of an unfulfilled contract.
- (3) HSW reserves the right to claim damages and compensation for incurred losses including additional expenditure due to the customer's default of acceptance or lacking compliance with the customer's contractual obligations. HSW reserves the right to assert further claims.
- (4) As far as conditions of para. 3 come into existence, the risk of a loss by accident or deterioration by accident concerning the ordered item is transferred to the customer as soon as the customer comes into default of acceptance or default of payment.
- (5) As far as the underlying contract of sale is a firm deal according to § 286 para. 2 no. 4 of German Civil Code or § 376 of German Commercial Code, HSW is liable according to legal regulations. HSW is also liable according to legal regulations, if the customer is entitled to claim that his interest in a further fulfilment of the contract has come into discontinuance due to a delay in delivery caused by HSW.
- (6) Furthermore, HSW is liable according to legal regulations as far as the delay in delivery is due to a deliberately or wantonly negligent breach of contract. Moreover, HSW is responsible for any default of HSW's representatives or auxiliary persons. As far as the delay in delivery is not due to a deliberately breach of contract caused by HSW, HSW's liability for damages and compensation is limited to the conceivable and typically eventuating damage.
- (7) HSW is also liable according to legal regulations as far as the delay in delivery caused by HSW is due to a culpably breach of a fundamental contractual obligation. If so, HSW's liability for damages and compensation is limited to the conceivable and typically eventuating damage.
- (8) Further legal claims and rights of the customer remain reserved.

## § 5

### **Special Designs / Products made to specification**

Regarding products that are made according to drawings, samples or other specifications required by the customer, the customer assumes full liability in the event of infringing patent rights or trademark rights. Quantity variances of +/- 10 % are admissible. Without HSW's written agreement, orders of products made to specification can not be cancelled. In the event of cancelling an order of products made to specification, the customer is obliged to bear any costs that arose until the date of cancellation.

## § 6

### **Transfer of perils - Packing charges**

- (1) Unless otherwise stipulated in the order confirmation, delivery is quoted "ex works".
- (2) Separate agreements apply for the return of packages.
- (3) If required by the customer, delivery will be covered by a transport insurance. Costs incurred by this insurance have to be paid by the customer.

## § 7

### **Liability for defects and deficiencies**

- (1) The customer's claim for damages and compensation implies that obligations concerning examination and reprimand according to § 377 of German Commercial Code have been met.
- (2) As far as any deficiency concerning the delivered item is on hand, HSW is entitled to choose whether a supplementary performance is brought by means of a removal of defects or delivery of a new, faultless item. In the event of a removal of defects, HSW is obliged to bear any expenses necessary for the removal of defects, especially transport and travel costs as well as labour and material costs; assuming that these expenses do not increase due to the fact that the delivered item has been brought to a place differing from the place of delivery.
- (3) If supplementary performance does fail, the customer is entitled to either cancel the contract or demand a reduction of price.
- (4) HSW is liable according to legal regulations as far as the customer claims for damages and compensation due to a deliberately or wantonly negligent breach of contract caused by HSW or

HSW's representatives or other auxiliary persons. As far as HSW is not accused of a deliberate breach of contract, HSW's liability for damages and compensation is limited to the conceivable and typically eventuating damage.

- (5) HSW is liable according to legal regulations as far as HSW has culpably infringed a fundamental contractual obligation. If so, HSW's liability for damages and compensation is limited to the conceivable and typically eventuating damage.
- (6) As far as the customer is entitled to claim for damages or compensation instead of supplementary performance, HSW's liability in terms of para. 3 is also limited to the conceivable and typically eventuating damage.
- (7) Liability for culpably injury to life, body or health remains unaffected. This also applies for obligatory liability according to product liability law.
- (8) Unless otherwise agreed upon, liability is excluded.
- (9) The limitation period concerning claims for damages and compensation is 12 months, starting from the point of transfer of perils.
- (10) The limitation period in case of a delivery regress according to § 478 and § 479 of German Civil Code remains unaffected. The limitation period expires at the latest two months after the customer has met the consumer's expectations.

## § 8

### **Joint and several liabilities**

- (1) Further liability in terms of damages and compensation as agreed upon in § 7 is excluded – regardless of the legal nature of the claim to be asserted. This applies with special regard to claims for damages and compensation deriving from default at the time of contract conclusion; further breach of duty or tortious claims for compensation of property damage according to § 823 of German Civil Code.
- (2) The definition of para. 1 applies as well if the customer demands for reimbursement of void expenses instead of claiming compensation for the damage.
- (3) As far as liability concerning damages and compensation is excluded or limited for HSW, this exclusion or limitation does also apply for the personal liability of HSW employees, workers, associates, representatives, assistants and other auxiliary persons.

## § 9

### **Guarantee of retention of title**

- (1) HSW reserves the retention of title concerning all goods and products delivered until any payments arising from the business connexion with the customer have been settled. In case the customer acts contrary to the contract, especially in the event of a delay in payment, HSW is entitled to retract the items delivered. When retracting the items delivered, the contract is considered to be cancelled. After retracting the items delivered, HSW is entitled to dispose of these items and utilise these items. Benefits and profits generated by this utilisation are credited against the customer's debts – appropriate charges for utilisation will be deducted.
- (2) The customer is obliged to handle the delivered items with appropriate care. Furthermore, the customer is obliged to insure the delivered items sufficiently according to their reinstatement value and at own expense against fire loss, water damage and theft. If maintenance and inspection are required, the customer is obliged to conduct maintenance and inspection timely and at own expense.
- (3) In the event of garnishment or other intervention by a third party, the customer has to inform HSW immediately in order to grant HSW the opportunity to take legal action according to § 771 of German Civil Process Order. In case the third party should not be capable of reimbursing HSW all judicial and extrajudicial costs incurred by a claim according to § 771 of German Civil Process Order, the customer may be held responsible for the incurred loss.
- (4) The customer is entitled to resell the delivered items within the scope of a duly course of business. However, the customer assigns the claim for the total invoice amount (including VAT) of HSW's payment request that may result from reselling the delivered items to the customer's buyers or another third party; regardless of the fact whether the delivered items are resold without processing or after having been processed. The customer remains entitled to assert the

claim even after having assigned the claim. HSW's entitlement to collect the claim remains thereof unaffected. However, HSW signs to not collect the claim as long as the customer meets his payment obligations resulting from generated avails, does not prove delays in payment, bankruptcy and there is no evidence of composition proceedings as well as insolvency proceedings. Should one or more of these conditions come into existence, HSW is entitled to demand that the customer provides information regarding the assigned claim as well as any debtors. Moreover, HSW is entitled to ask the customer for providing any information concerning the assigned claim, all necessary documents and informing all debtors in question about the assignment of the claim.

- (5) The processing or alteration of the delivered items by the customer is to be conducted for HSW. If the processing is carried out by tools that are not HSW tools, HSW reserves the right of co-ownership regarding the new item. This co-ownership is to be understood proportional to the value of the delivered item (total invoice amount incl. VAT) and to other processed items at the time of processing. Moreover, the same terms for items delivered under special conditions do apply for items produced by processing.
- (6) If the delivered item will be inextricably combined with items that are not HSW items, HSW reserves the right of co-ownership concerning the new item proportional to the value of the delivered item (total invoice amount incl. VAT) and to other combined items at the time of amalgamation. If the amalgamation is carried out in a way that the item in question is considered essentially as the customer's item, it is agreed upon that the customer transfers a pro-rata co-ownership to HSW. Thus, the customer retains sole proprietorship or co-ownership for HSW.
- (7) The customer assigns the claim for securing HSW's claims that may arise from the combination of the delivered items with real estate against a third party.
- (8) If required by the customer, HSW is obliged to clear all securities that HSW is entitled to in respect that the feasible value of HSW's securities exceeds the claim to be secured by more than 10 %. HSW is entitled to decide which securities are to be cleared.
- (9) Concerning export business, it is agreed upon that if the retention of title in the customer's country does not have the same effect as according to German law, HSW retains full ownership of all goods and products until any payments have been settled by the customer. If the retention of title clause agreed upon in this contract does not have the same effect as according to German law or is not enforceable according to German law due to differing legal regulations in the customer's country or differing legal regulations in the country in which the goods are located, such securing mean is to be agreed upon which either according to the legal regulations in the customer's country or the country in which the goods are located matches most closely the German retention of title as a securing mean for HSW.

## § 10

### **Legal venue – Place of delivery/Place of Payment**

- (1) If the customer is considered as a merchant, HSW's business location is the legal venue likewise. However, HSW reserves the right to bring a legal action against the customer at the customer's domicile court.
- (2) The domestic law of the Federal Republic of Germany is applicable. Prevalence of UN- purchase law is excluded.
- (3) Unless otherwise stipulated in the order confirmation, HSW's business location is the place of delivery and the place of payment.

## § 11

### **Data Handling**

The orderer agrees that all relevant data for the appropriate execution of the order are recorded at HSW.