

Standard Contract Terms

of REGUMED Regulative Medizintechnik GmbH, Planegg, Germany

1. Sphere of application, Quotations, Conclusion of Contract

- 1.1 These Standard Contract Terms shall apply to all supplies and services furnished by REGUMED Regulative Medizintechnik GmbH (hereinafter REGUMED). Any standard contract terms or purchase conditions that the purchaser may have are not applicable. The contract shall be governed exclusively by REGUMED's Standard Contract Terms.
- 1.2 Quotations submitted by REGUMED are without obligation unless otherwise agreed in writing between the parties. Orders from the purchaser shall only be considered legally valid if confirmed in writing by REGUMED.
- 1.3 Documents forming part of a quotation submitted by REGUMED such as brochures, descriptions of equipment or other information shall only form part of the content of the contract if this has been expressly agreed. REGUMED is entitled to make changes to the technological build of products whilst ensuring that appropriate and reasonable consideration is given to the interests of the purchaser.
- 1.4 Supplementary agreements, amendments and deviations from these Standard Contract Terms are only valid if confirmed in writing by REGUMED. Staff at REGUMED have no power to contract and as such they have no authority to conclude agreements which differ from these Standard Contract Terms.

2. Purchase Price

- 2.1 The agreed sale price is inclusive of packaging and transport but does not include separate costs for assembly or installation required by the purchaser; postage and packaging are charged additionally on any accessories ordered.
- 2.2 REGUMED price lists state net prices: statutory VAT is calculated additionally.
- 2.3 In the case of contracts with an agreed delivery period of more than four months REGUMED shall be entitled to increase prices accordingly to reflect any increase in costs.

3. Delivery

- 3.1 REGUMED shall not be deemed to have failed in its contractual duty where late delivery is due to events beyond its control or non-delivery by suppliers, to acts of authorities or other circumstances beyond the control of REGUMED and its suppliers. In such cases the delivery period shall be extended by the duration of said impediment to performance.
- 3.2 If any impediment to performance due to circumstances beyond REGUMED's control should last longer than three months, the purchaser may terminate the contract if the situation still remains unresolved after an extension of one month has been granted by the purchaser accompanied by his advance notice of termination of the contract in the event of the extended deadline not being met.
- 3.3 Part-deliveries which might reasonably be deemed acceptable to the purchaser are permissible.

4. Despatch and Transfer of Risk

- 4.1 REGUMED shall determine the shipping route and mode of transport, taking into account the interests of the purchaser as appropriate.
- 4.2 The risk of destruction, loss or damage to goods delivered by REGUMED shall pass to the purchaser upon transfer of the goods to the purchaser or to his representative.
- 4.3 Rejected goods or goods which a purchaser wishes to return in exercising any right of return granted to him may only be returned to REGUMED after prior notification by the purchaser and with the express and written agreement of REGUMED.

5. Payments

- 5.1 If the purchaser defaults on payments REGUMED shall be entitled to claim default interest in accordance with Art. 288 BGB (German Civil Code). Where REGUMED can provide proof of more extensive costs arising from the default, it shall be entitled to claim reimbursement of said costs.
- 5.2 The purchaser shall only be entitled to make set-off claims if his counter claims are legally valid, undisputed or have been acknowledged by REGUMED.

6. Obligation to Inspect Goods

- 6.1 The purchaser shall immediately inspect the goods delivered by REGUMED upon receipt to verify that they are complete and fit for purpose.
- 6.2 Any defects must be reported immediately in writing to

REGUMED and no later than 14 days following receipt of the goods, or in the case of hidden defects no later than 7 days after their detection.

7. Rights of the Purchaser in the case of defects

- 7.1 In the case of defects that have been correctly notified and justified REGUMED shall have the right at its own discretion to rectify such defects or arrange a substitute delivery (supplementary performance). Should supplementary performance fail to produce a satisfactory outcome or if REGUMED is not prepared to offer a substitute delivery, the Purchaser shall be entitled to withdraw from the contract or request a reduction in the purchase price..
- 7.2 Any claims for supplementary performance for accessory equipment shall lapse one year after delivery or hand-over to the Purchaser or his representative.
- 7.3 Any claims for supplementary performance for BICOM devices or BodyCheck devices shall lapse two years after delivery or hand-over to the Purchaser or his representative..
- 7.4 Any claims arising from declared withdrawal from the contract or from reduction in purchase price requested by the Purchaser as well as claims due to deliberately concealed defects shall lapse three years after delivery or hand-over to the Purchaser or his representative.

8. Liability

- 8.1 REGUMED assumes unlimited liability for any damage arising from wilful action or gross negligence on the part of REGUMED or senior REGUMED employees.
- 8.2 In cases of wilful action or gross negligence on the part of ordinary persons employed to perform the contract (persons who are neither legal representatives nor senior employees of REGUMED) REGUMED shall only be liable insofar as a major breach of contractual duty has been committed by said persons employed.
- 8.3 In the case of a minor breach of contractual duty REGUMED shall assume no liability insofar as it may be exempted from liability in accordance with commercial practice.
- 8.4 In any event arising from the above points 8.2 and 8.3 REGUMED's liability shall be limited in all cases to replacement of the typical foreseeable damage.
- 8.5 If REGUMED fails in its contractual duty, its indemnity obligation in the case of minor negligence shall be limited to 50% of the typical foreseeable damage.
- 8.6 REGUMED shall accept no further liability. In particular, REGUMED accepts no liability for damage not relating to goods it has delivered, for loss of earnings or for any other pecuniary loss.
- 8.7 REGUMED's liability in respect of guaranteed features is not restricted by these provisions.
- 8.8 These Standard Contract Terms shall be without prejudice to any claims arising under the Product Liability Act (Produkthaftungsgesetz).

9. Technical Advice on Application by REGUMED

REGUMED shall provide technical advice on application to the best of its knowledge. All details and information concerning acceptability and use of the goods sold do not exempt the purchaser from their own duty to inspect the goods. Except where written assurances have been given, REGUMED shall only be liable where technical advice, information or other advice given is incorrect or incomplete, either wilfully or as a result of negligence.

10. Reservation of title

- 10.1 Title in the goods shall remain with REGUMED until the purchaser has met in full all obligations arising from his business relationship with REGUMED.
- 10.2 If the purchaser falls behind with payments, REGUMED shall be entitled after termination of the purchase contract to demand from the purchaser at the purchaser's expense the interim and immediate return of the goods which remain the property of REGUMED.

11. Jurisdiction and Legal Validity

- 11.1 Munich shall be the agreed place of jurisdiction.
- 11.2 If a clause in these Standard Contract Terms or another clause in the contract is not legally valid, this shall not affect the legal validity of the contract and these Standard Contract Terms.