

General Terms and Conditions of MDT technologies GmbH 1/2018

§ 1 General

These terms and conditions shall apply to entrepreneurs within the meaning of § 14 BGB for whom the purchase represents a legal transaction in the pursuit of their industrial or self-employed activity. Contract conclusion shall be governed exclusively by our general terms and conditions, with no other conditions becoming the subject of a contract even if we do not expressly object.

Although utmost care is exercised in presenting our range of goods and related descriptions, we cannot assume liability for possible image defects, technical product modifications and the constant availability of the complete range. Our offers are non-binding. Where orders are confirmed, the confirmations shall prevail as regards the subject matter of the contract.

Our products are not suitable for use in medical or life-saving systems.

§ 2 Prices

Prices listed for our products shall apply plus applicable legal VAT.

§ 3 Ordering

If a product is not in store and may only be delivered at a later date or not at all, either side may revoke the contract.

In case of force majeure such as legitimate industrial action at our own manufacturing sites or others on whom we depend for purchasing materials, or further wars etc. we may delay contract performance without any claims for damages being accepted.

§ 4 Terms of payment

These shall be individually agreed. Unless otherwise agreed, a lump sum shall be charged for postage and packing.

Our invoices shall be payable within the time limit indicated on the invoice.

§ 5 Reservation of ownership

We shall retain ownership in the goods delivered until all present and future claims on a customer relating to the goods have been met.

While the customer may resell goods owned by us (retained goods) in the course of ordinary business, he shall already now assign to us any claims resulting therefrom, regardless of whether these goods are resold before or after processing or combined with movables. If retained goods are resold after processing or combined with movables, the customer's claim on the buyer amounting to the delivery price of the retained goods as agreed between the customer and ourselves shall be deemed to have been assigned.

The customer shall be authorized to collect such claims even after assignment, regardless of our own authority to collect claims which we shall not exercise as long as the customer meets his payment obligations. If the customer exercises his authorization to collect, we shall be entitled to the revenue collected in the amount of the delivery price agreed with the customer.

For us as manufacturers, the processing or reshaping of retained goods pursuant to § 950 BGB is done without any commitment. If goods in which we retain ownership are processed with other items, we shall obtain co-ownership in the new goods at the market value of our goods relative to the value of the other items processed, at the time of processing. The customer shall take ordinary care and hold the new goods in safe custody for us free of charge.

If so requested, we undertake to go without the provided collaterals to which we are entitled if their value exceeds claims to be secured which have not been met by more than 20 %.

§ 6 Warranty / liability

Customers shall inspect goods for defects on arrival. Apparent defects of goods delivered shall be notified in writing immediately after the goods have been received. Such notification shall be given in due time, i.e. within five workdays from receipt of the goods. Hidden defects shall be notified at once within five workdays from taking notice. We shall have no obligation under a warranty if a customer fails to notify an apparent defect in writing in due time. If a customer is entitled to warranty due to a serious defect, we shall have an option of remedy or delivering a flawless product. If we decide to remedy the defect, the customer may not demand a reduction of the purchase price or withdraw from the contract unless two attempts at correction have failed. To make claims under a warranty, the product shall be sent in with a detailed description of the defect and copy of the invoice.

In addition to the producer's liability, customers are given a three-year warranty against material defects with obligations limited to remedy or replacement provided the goods are treated properly. Warranty may not be claimed in cases of improper use or defects due to extraneous causes.

Our liability shall be limited to willful or grossly negligent breaches of substantial contractual duties and the typical loss foreseeable at the time of contract conclusion. This limitation shall not apply to damage from injuries to body, life or health regardless of the degree of guilt, damage caused by malice and damage covered by liability under the "Produkthaftungsgesetz". We shall be liable for misinformation only if consulting has been expressly agreed prior to contract conclusion. Otherwise any technical information provided shall not be binding on us and is given without warranty.

If the customer has properly installed the defective products in another item upon delivery, he can only demand reimbursement of expenses from us for the removal of the defective and the installation of the repaired or delivered defect-free products (so-called removal and installation costs) in accordance with the following provisions in accordance with § 439 paragraph 3 BGB:

a) Required in the sense of § 439 paragraph 3 BGB are only such dismantling and installation costs which concern the dismantling and installation of

identical products and are proven to the company by the customer by presenting suitable documents. Only reduced hourly rates without profit share are refundable. The customer is not permitted to offset the reimbursement of expenses against purchase price claims or other payment claims on our part without our consent. Claims of the customer exceeding the necessary dismantling and installation costs, in particular costs for consequential damages due to defects such as, for example, lost profits, operating breakdown costs or additional costs for replacement purchases are not to be reimbursed for dismantling and installation costs and therefore not within the scope of subsequent performance in accordance with § 439 paragraph 3 BGB.

b) If the expenses asserted by the customer for subsequent performance within the meaning of § 439 paragraph 3 BGB are disproportionate in individual cases, in particular in relation to the purchase price of the products in defect-free condition and taking into account the significance of the non-conformity, we are entitled to refuse reimbursement of expenses. Disproportionality exists if the expenses asserted within the meaning of § 439 paragraph 3 BGB exceed a value of 150 % of the purchase price of the products.

§ 7 Statutory limitation

The period of limitation for claims which are not attributable to willful behavior on our part shall be one year, except in cases where we are obliged to reimburse costs incurred by our customer in selling goods to a user for the purpose of supplementary performance § 478 Abs. 2 BGB.

§ 8 Revocation

We may revoke the contract if

- a) we can not deliver the merchandise due to force majeure;
- b) the other party gives false information regarding its creditworthiness;
- c) credit insurance is not possible.

The other party may revoke the contract if

- a) we can not deliver due to willful or negligent behavior on our part;
- b) we do not deliver within the specified time plus extra time and allow another period of grace with rejection threatened by the other party to expire without effect.

§ 9 Shipment

This Shipment is generally by UPS, at the customer's risk. The deliverer shall immediately confirm apparent defects in a shipment on the freight bill in writing as a factual report or in some other suitable way.

If hidden defects or deficiencies in weight are noticed during unpacking, stop work immediately and send a letter of complaint to the carrier asking for a factual report and assessment of damage after delivery.

§ 10 Goods returned

Goods may be returned by business customers, companies or institutions only if we give prior consent in writing and will be credited less a handling charge of 10 % unless expressly agreed otherwise. The other party shall bear the cost of and risk of transport when goods are returned.

§ 11 Offsetting

This shall be possible only in cases where uncontested or legally valid claims are offset against our own claims from deliveries under these General Terms and Conditions.

§ 12 Data protection

Conformance to provisions for data protection is guaranteed German law.

§ 13 Export Prohibition

Customers are not allowed to export the goods purchased from us to the United States or Canada. Should the customer nevertheless deliver the goods in these countries, he will indemnify us against third-party damage claims.

§ 14 Approvals / standards for electrical devices

The devices are CE marked and approved for use in the EU. The importer is responsible for nationally specific requirements in respect of legal compliance and standards.

§ 15 Applicable Law / Place of Performance / Jurisdiction / written form

- a) This contractual relationship and all disputes resulting from this relationship shall solely be subject to German law under exclusion of the UN Sales Convention (CISG), even if the headquarters of the ordering party is located abroad.
- b) The exclusive place of performance for current and future claims arising from the business relation shall be Engelskirchen and the exclusive place of jurisdiction Gummersbach.
- c) Supplementary agreements, changes and additions also require the written form; this also applies to the alteration of this clause. Additional oral agreements have not been made.

§ 16 Partial invalidity

Should individual provisions of this contract be or become void in whole or part, the validity of the other provisions shall not be affected.

The English version of this text serves only for information and is not part of this legal transaction. Therefore, in the event of any inconsistency between the German and the English version, only the German version shall apply.