FAX: (+43) 316 675106 39



General Terms and Conditions (AGB)

g.tec medical engineering GmbH Herbersteinstrasse 60, A-8020 Graz, FN: 249844v hereinafter referred to as "g.tec"

All deliveries and services performed for customers of g.tec medical engineering GmbH are subject to these general terms and conditions of g.tec. They also relate to any succeeding orders.

Offers, Contract Conclusion

- 2.1 Offers by g.tec are not obligatory and therefore must be
- $2.2\,$ g.tec accepts offers and orders in form of a written confirmation, or by transportation of the object of purchase, or by service delivery.
- $2.3\ Particulars$ appearing in catalogues, folders, etc. as well as any oral or written statements are only valid if also accompanied by a written confirmation by g.tec.

Alterations and Cancellation

- 3. Alterations and Cancellation
 3.1 In case our order confirmation differs from the original order,
 our order confirmation is considered to be accepted by the customer
 unless the customer submits a written objection within 10 days from
 the date of issue of the order's confirmation.
- 3.2 If the order is cancelled after this time, g.tec is entitled to charge a cancellation fee appropriate to the amount of the actual loss sustained. If an explicitly agreed advanced payment is not paid, g.tec is entitled to cancel the contract and to charge the sustained loss.

- 4. Terms of Delivery
 4.1 The products/contract goods will be delivered as soon as g.tec confirms the purchase order and the advance received from the
- 4.2 Delivery periods are only obligatory if expressed by g.tec in the confirmation. If g.tec is then to blame for the delay of the delivery, the customer has the right to withdraw from the contract within two weeks. All other claims respectively ulterior claims of every description, in particular compensation for damages, are excluded unless the delayed delivery is proven to have occurred solely through gross negligence or malicious intent of g.tec.
- 4.3 In case of unforeseeable circumstances or circumstances beyond the parties' control, such as all cases of force majeure, which impede compliance with the agreed period of delivery, the latter shall be extended in any case for the duration of such circumstances; these include in particular armed conflicts, official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw materials scarcity, labour disputes, and default on performance by a major component supplier who is difficult to replace. The aforesaid circumstances shall be deemed to prevail irrespective of whether they affect g.tec or its relevant subcontractor(s).
- 4.4 If a contract cannot be executed due to circumstances beyond g.tec's control, g.tec is no longer obligated to that contract.
- 4.5 g.tec has the right to transact partial deliveries and to invoice such partial deliveries after prior consultation with the customer.

- 5. Pricing
 5.1. Unless otherwise specified by g.tec, prices are quoted in EURO.
 All the prices according to the standard price list of g.tec as well as the prices in our offerings are subject to confirmation. Prices shall be quoted ex works excluding value added tax.
- 5.2 Prices are based on costs obtaining at the time of the first quotation. In the event that the costs or exchange rates have increased by the time of delivery, g.tec shall have the right to adjust prices accordingly.

Payment Conditions

- 6.1 Unless otherwise agreed in writing, 30% of the purchase price shall be due as soon as the customer receives the confirmation of the order by g.tec and the balance at the time of receipt of the invoice. Payment shall be made strictly net to g.tec's bank account in the agreed currency.
- 6.2 In case of delayed payment, g.tec may charge default interest

amounting to 10% per annum.

The buyer shall not be entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims that are not accepted by g.tec. In case of delayed payment, g.tec shall also have the right to:

- demand performance of the contract suspend fulfillment of any obligations until receipt of ii. payment
- iii. bill the customer for dunning charges and if, as a consequence of such late payment, g.tec incurs legal costs and attorney fees, the customer shall indemnify g.tec for any such cost(s).

 g.tec may suspend any discounts, bonuses, or other special conditions until receipt of the full payment.
- $6.3\ \mbox{The}$ assertion of the right of retention and exception of a non-performed contract by the customer due to any asserted defects impossible. The setting off by the customer with counter claim or

with claim for price reduction is only permitted if the claim was established finally or recognized by ${\tt g.tec.}$

- 6.4 If the customer fails to meet the terms of payment or any other performance of its own obligations without prejudice until payments have been made or other obligations fulfilled; furthermore, g.tec may exercise its right to extend the period of delivery to a reasonable extent, call in debts arisen from this or any other transactions, and pick up the delivered goods without absolving the customer from his contractual obligations. These actions cannot be seen as a cancellation of the contract by g.tec, unless stated explicitly in writing. Additionally, g.tec reserves the right to withdraw from the contract, to claim in all delivered goods and services as well as to claim damages for non-performance after having set a grace period.
- 6.5 In the case of additional tax demands on g.tec caused by the customer's misrepresentation of VAT number (only for Members of the European Union) g.tec may charge the relevant amount subsequently.

- 7. Transfer of Perils and Delivery
 7.1 Unless otherwise specified by g.tec, deliveries are sent ex works (EXW according to the Incoterms 2000). Such deliveries do, in particular, not include costs of transport, package, insurance, custom duties or any similar taxes. Delivery place and transfer of perils is the g.tec's office. g.tec may organise transport and insurance when so requested. Costs of transport and insurance are charged to the customer. Custom duties, excise, sales, use and similar taxes are to be before by the customer. similar taxes are to be borne by the customer.
- 7.2 Place of performance is g.tec's office.

- 8.1 All deliveries affected by g.tec shall be subject to retention of title. Title to the delivered goods shall remain with g.tec until the purchase price including any and all additional fees has been fully paid
- 8.2 Retention of title also comprises products manufactured by processing or transformation of the goods delivered by g.tec. With respect to the processing, combination, or mixing of goods, g.tec shall acquire joint title to the products manufactured out of it. In such case, the customer shall hold such ownership rights on a trust basis for g.tec.
- 8.3 The customer shall not be entitled to pledge, transfer by way of security, or otherwise make available to third parties the goods delivered under retention of title. The customer shall be entitled to sell the reserved goods only with the express prior written consent of g.tec, provided that the customer informs its respective purchaser of g.tec's retention of title ("extended retention of title") title").

Responsibilities of the Customer

- 9. Responsibilities of the Customer 9.1 Prior to assembly, the materials and equipment necessary for the work to start must be available on the site of assembly and any preparatory work must have advanced to such a degree that assembly can be started as agreed and carried out without interruption.
- $9.2\,$ The order is placed independently of any required official permissions and permissions which the ordering party has to seek.
- 9.3 The ordering party is not authorized to transfer claims and rights from the contract relationship without a written consent of g.tec.

- 10.Warranty
 10.1 The warranty period is restricted conjointly for 12 months starting with the day of delivery of the purchase objects.
- 10.2 A warranty is excluded if the technological plants, such as supplies, wirings, networks, etc. are not in technically faultless and operational condition, or if the technological plans are not compatible with the purchase objects delivered by g.tec.
- 10.3 There are no guarantees regarding claims of defects which have arisen from an improper treatment or overtaxing, if operation or installation regulations which are legal or issued by g.tec are not followed; if the delivering object was made due to the specifications of the customer and the defect can be explained by these specifications or drawings; in the case of faulty assembly or start up by the customer or third parties, in the event of natural wear and tear, damages in transit, improper storage, function disturbing operating conditions (e.g. insufficient power supply), chemical, electrochemical or electrical as well as mechanical influences, or inadequate or improper maintenance. Furthermore, the warranty is excluded if defects occur due to repairs or modifications made by the customer or a third party, without the written permission of g.tec. written permission of g.tec.
- 10.4 Notification of defects and complaints about every type are to announce immediately at the domicile of g.tec in written form. A detailed description of the possible causes and faults is necessary; otherwise, the warranty claims are lost. The customer has to submit the queried goods or work performances, provided that the latter is possible.
- $10.5\ g.tec$ is entitled to make or to arrange any investigation it considers necessary. For technical reasons, further damages on the

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product can occur during the investigation. In case this examination shows that g.tec was not at fault, the customer must bear the costs $\left(\frac{1}{2}\right) =\frac{1}{2}\left(\frac{1}{2}\right) =\frac{1$ for this examination

- 10.6 If g.tec produces a certain article on basis of data, drawing, plans, models or other specifications of the customer, g.tec guarantees only the execution.

 The warranty shall be remedied, at the discretion of g.tec, either through repair of the product, replacement of the unsatisfactory sections, exchange or reduction of price. The customer waives its right to withdraw from the contract.
- 10.7 The customer also has to prove within six months after delivery that the specific good was defective at the time of delivery. The content of § 924 ABGB (Austrian Civil Code) is excluded conjointly.

- 11.Liability and Product Liability11.1 g.tec is only liable for damages if intent or very gross negligence of g.tec can be proven. The failure of g.tec has to be proved by the customer.
- 11.2 The liability for indirect damages, lost profit, economic loss, damages by service interruption, losses of data, and losses of interest as well as damages resulting of third-party claims against the customer is unconditionally excluded.
- 11.3 The maximum liability of g.tec equals the amount of the consideration agreed on or the selling price for the respective order. Any contracts adopted by g.tec are only adopted with the reservation of this liability limitation. Any further liability of g.tec is explicitly and unconditionally excluded. If the total damage exceeds the upper limit, the compensation entitlements of single aggrieved parties are reduced proportionally.
- 11.4 In general, the customer can only demand improvement or
- exchange of the good/the work for compensation.

 In case improvement or exchange is impossible or entails unreasonable efforts for g.tec, the customer may request a monetary substitute.
- 11.5 g.tec shall not be liable for damages in case of non-compliance with instructions for assembly, commissioning and operation (such as are contained in instructions for use) or non-compliance with licensing requirements. The customer has to make sure that instructions for use are followed by all users of the delivered goods. The customer has to train and to instruct staff and other people who interact with de delivered product or work. The customer is responsible for the protection of any computer software against computer viruses and for the data storage. g.tec is only liable if g.tec is responsible for infesting a computer with viruses.
- 11.6 Any obligation to pay compensation or the duty of replacement for property damages resulting from the product liability act, as well as product liability claims which can be derived from other regulations, are excluded. The customer is compelled to alienate the disclaimer for product liability claims to his possible contracting parties. A claim for recourse against g.tec from the demands in accordance with the product liability act is excluded. Furthermore, the customer has to obtain sufficient insurance against product liability claims, and g.tec is not responsible for any costs that occur if the customer fails to obtain adequate insurance or has problems with the insurance company. problems with the insurance company.

12. Withdrawal from the Contract

- 12.1 g.tec is authorized to withdraw from the contract if, due to the fault of the customer, a delivery/performance is not possible or if a customer does not fulfill a legal or contractual obligation. In this case, the customer has to compensate all disadvantages and the profit loss arising from it.
- 12.2 The customer abandons refutation/adjustment of this contract because of error.

13. Industrial Property Rights and Copyright

- 13.1 The customer shall indemnify g.tec and hold it harmless against any claims for any intellectual of an industrial property right raised against it if g.tec manufactures an article pursuant to any construction details, drawings, models, or other specifications made available by the customer.
- 13.2 Software, design documents such as plans and drawings, and other technical specifications as well as samples, catalogues, prospectuses, pictures, and suchlike shall remain the intellectual property of g.tec and are subject to the relevant statutory provisions governing reproduction, imitation, competition, etc. Any copy, distribution, imitation, processing or utilisation, and suchlike, not granted particularly, are inadmissible.

14. Software

- 14.1 In case software components or computer programs are part of the performance-/ purchase object, g.tec gives with regard to these a non-transferrable and non-exclusive right of use and enjoyment to the customer under compliance with the contractual conditions and documents (e.g. user manual) on the specified installation site. The number of installed software packages must correspond with the acquired licenses
- 14.2 Without previous written consent of g.tec, the customer is not authorized to duplicate or to change the software, customize it or to use it for other purposes than agreed on.
 This applies particularly to the source code.

- 14.3 With regard to the software, g.tec only warranties for the conformance of the software with the specifications agreed on at completion of a contract provided that the software was used in accordance with the installation requirements and corresponds to the respectively current operating conditions.
- 14.4 The choice and specification of the software offered by g.tec is made by the customer who has to take care that the specifications are compatible with the technical conditions on the spot. The customer is responsible for the use of the software and the results achieved.
- 14.5 According to individually produced software the performance features, special functions, hard and software requirements, installation requirements, operating conditions and the manipulation arise exclusively from the functional specifications to be agreed on in writing between the contracting partners.

 The customer has to make available the information required for the production of individual software before conclusion of a contract.

15. Further Principles

- 15.1 Invalidity of single principles in these general terms and conditions contract do not affect the validity of further principles.
- 15.2 These general terms and conditions add to contracts between g.tec and the customer. In case of contradictions or extension to principles in the contract, the contract always takes precedence.
- 15.3 Alterations of the general terms and conditions must always be in written form and a result of consent of the contracting parties. No verbal supplementary agreements are valid.

16. Place of Venue and Applicable Law

- 16.Place of Venue and Applicable Law
 16.1 Any disputes arising from or in connection with this contractual relationship, including the issue of its valid conclusion and its preand post-contractual effects, shall be exclusively settled either by the competent court of the district in which g.tec has its registered seat or, alternatively and at the discretion of g.tec, by the competent court of the district in which the customer has its registered seat, a place of business, or assets.
- 16.2 This contractual relationship, including the issue of its valid conclusion and its pre- and post-contractual effects, shall be governed by and construed in accordance with the laws of Austria. The application of the UN Sales Convention (CISG/UNCITRAL) is expressly excluded.
- 16.3 The customer has to announce immediately changes of names, address, legal form, or other relevant information in writing.
- 16.4 These General Terms and Conditions are a translation of the German Version of "Allgemeine Geschäftsbedingungen". The English Version has been prepared with great care, but linguistic compromises had to be made. The reader should also bear in mind that only the German version of these General Terms and Conditions is valid.

Graz, January 24th 2011