

General terms and conditions of delivery and payment*

I. Scope of Application

1. The general terms of delivery and payment of the companies DEKUMED Kunststoff- u. Medizintechnik GmbH & Co. KG and DEKUMED Kunststoff- u. Maschinenvertrieb GmbH & Co. KG are hereinafter referred to as "Terms of Delivery". The companies DEKUMED Kunststoff- u. Medizintechnik GmbH & Co. KG and DEKUMED Kunststoff- u. Maschinenvertrieb GmbH & Co. KG will be named as "supplier", the customer of the companies DEKUMED Kunststoff- u. Medizintechnik GmbH & Co. KG and DEKUMED Kunststoff- u. Maschinenvertrieb GmbH & Co. KG will be named as "purchaser".
2. The following terms of delivery are exclusively valid for deliveries of the supplier. The supplier does not recognize any general terms and conditions of the purchaser which are contrary to or deviate from these terms and conditions of delivery, unless he has expressly agreed to their validity in writing. The terms and conditions of delivery shall also apply if the supplier carries out the delivery to the purchaser without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from the terms and conditions of delivery.
3. The terms and conditions of delivery shall apply exclusively to deliveries to entrepreneurs within the meaning of §§ 14, 310 para. 1 of the German Civil Code (BGB), to legal entities under public law and to special funds under public law.
4. All agreements made between the supplier and the purchaser for the purpose of executing this contract are set out in writing in this contract.
5. The supplier's terms and conditions of delivery shall also apply to the delivery of used delivery items. They shall also apply to future transactions with the Purchaser.

II. Offer, Offer Documents

1. The supplier can accept offers of the purchaser within 2 weeks.
2. The supplier's offers are subject to change without notice; a contract shall only be concluded upon the supplier's written order confirmation.
3. The supplier reserves the unrestricted property rights and copyrights to illustrations, drawings, calculations, cost estimates and other documents of the supplier (hereinafter referred to as: documents). This shall also apply to such written documents which are designated as "confidential". The documents may only be made accessible to third parties with the prior express written consent of the supplier and, if the order is not placed with the Supplier, shall be returned to the Supplier without delay upon request.
4. Para. 3 shall apply accordingly to documents of the purchaser; these may, however, be made accessible to third parties to whom the supplier has permissibly transferred deliveries to the purchaser.
5. Information provided by the supplier, e.g. weights and dimensions, and documents provided by the supplier, e.g. illustrations and drawings, shall only be binding if the supplier expressly lists them as part of the contract or expressly refers to them.

III. Modalities of the delivery

1. The scope of the supplies shall be determined exclusively by the written declarations of both parties, in particular by the supplier's written order confirmation together with the written annexes thereto.

2. Partial deliveries shall be permissible insofar as they are reasonable for the purchaser.
3. The purchaser may not refuse to accept supplies on grounds of insignificant defects and deviations in quantity.
4. If the purchaser wishes the supplier to install and commission the delivery item at its premises, this shall be agreed separately in the purchase contract for the delivery item.
5. If it is agreed that a delivery item is to be delivered to a destination other than the place of performance, the delivery shall be insured by the supplier against the usual transport risks at the request and expense of the purchaser.
6. The performance of the contract with respect to a delivery item or that part of a delivery item which is covered by government export regulations is subject to the supplier being granted the necessary permits.

IV. Transfer of risk

1. Unless otherwise stated in the order confirmation, delivery is agreed to be "ex works". Unless otherwise agreed, sentence 1 shall also apply in the event that assembly/commissioning of the delivery item by the supplier at the purchaser's premises has been agreed.
2. The purchaser shall collect the delivery item within 2 weeks of being notified that it is ready for dispatch. If this does not happen, the delivery item shall be deemed to have been handed over.
3. If, in deviation from para. 1, a sale by delivery to a place other than the place of performance was agreed, the risk shall pass to the purchaser, even in the case of carriage paid delivery, when the delivery item has been handed over to the person or institution designated to carry out the shipment. Unless otherwise agreed, sentence 1 shall also apply in the event that the assembly/start-up of the delivery item by the supplier at the purchaser's premises has been agreed and the person designated to carry out the shipment is not an employee of the Supplier.
4. If assembly and/or commissioning of the delivery item by the supplier at the purchaser's premises has been agreed and, in deviation from Para. 1, a sale by delivery to a place other than the purchaser's premises has been agreed where the person designated to carry out the delivery is an employee of the supplier, the risk shall pass to the purchaser after assembly/commissioning has been carried out when the delivery item is taken over by the purchaser at its own premises or, if so agreed, after a faultless trial run.
5. If delivery, shipment, delivery, assembly, commissioning, acceptance or trial operation is delayed or does not take place due to circumstances for which the purchaser is responsible or if the purchaser is in default of acceptance for other reasons, the risk shall pass to the purchaser on the date of notification of readiness for delivery.
6. The provisions on the transfer of risk shall also apply if partial deliveries are made.

V. Time limits for deliveries

1. Agreed deadlines shall not commence until agreement has been reached on all details of the execution of an order placed by the purchaser, all technical and commercial questions have been clarified, the purchaser has provided the information, documents and materials to be procured by it and - insofar as advance payment or payment on account has been agreed - has paid the agreed price or the advance payment. If these preconditions are not fulfilled in time,

the deadlines shall be extended accordingly; this shall not apply if the supplier is responsible for the delay.

2. Compliance with the delivery obligation by the supplier requires the timely and proper fulfillment of the obligations of the purchaser. The objection of non-performance of the contract remains reserved.

3. The delivery period shall be deemed to have been complied with if readiness for dispatch has been notified within the agreed period or - in the event of an agreement on a debt to be discharged by instalment or in the event of an agreement on the assembly and/or commissioning of the delivery item at the purchaser's premises by the supplier - the delivery item has left the supplier's works by the expiry of the agreed period.

4. Compliance with the delivery period shall be subject to correct and timely delivery to the supplier. The supplier shall inform the purchaser without delay of any delays that become apparent and, in the event of withdrawal, shall reimburse the Purchaser without delay for the corresponding consideration.

5. If non-compliance with the deadlines is due to force majeure, e.g. mobilization, war, riot, or similar events beyond the supplier's control, e.g. strike, lockout, the deadlines shall be extended accordingly. This shall also apply if the supplier is in default with the delivery. The supplier shall inform the supplier of any delays that become apparent.

VI. Prices and terms of payment

1. Unless otherwise stated in the order confirmation, prices are ex works including loading at the factory, but excluding packaging and unloading. Packaging and unloading shall be invoiced separately.

2. Value added tax shall be added to the prices at the respective statutory rate; it shall be shown separately in the invoice on the date of invoicing.

3. Unless otherwise stated in the order confirmation, the net purchase price (without deductions) shall be due for payment within 14 days from the invoice date.

4. The deduction of a discount requires a special written agreement.

5. If collection, dispatch or delivery of the delivery item is delayed by more than one week after notification of readiness for dispatch at the request of the purchaser, the purchaser may be charged storage costs amounting to 0.5% of the price of the delivery item for each week commenced, but not more than a total of 5%. The contracting parties shall be free to prove higher or lower storage costs.

6. The costs for assembly and commissioning of the delivery item are not included in the offer price. Assembly and commissioning shall be invoiced at the supplier's current hourly rates on a time and material basis. The current hourly billing rates of the supplier can be requested from the supplier. Value added tax at the respective statutory rate shall be added to the hourly billing rates; it shall be shown separately in the invoice on the day of invoicing. Travel times shall be deemed to be working time. Waiting times for which the purchaser is responsible shall also be deemed to be working time.

7. If the supplier has undertaken to assemble and/or commission the delivery item at the purchaser's premises and unless otherwise agreed, the purchaser shall bear, in addition to the agreed remuneration for assembly and/or commissioning in accordance with clause 6 of this section, all ancillary costs incurred as a result of the assembly and/or commissioning, e.g. travel expenses, costs for transporting tools and personal luggage.

8. Unless otherwise stated in the order confirmation, the remuneration for the agreed assembly/commissioning shall be due for payment net (without deduction) within 14 days from the date of the invoice.

9. The Purchaser may only set off claims which are undisputed in terms of reason and amount or which have been finally determined by a court of law. Furthermore, he shall be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

10. In the case of deliveries to countries within the European Union, the purchaser shall provide its VAT identification number in good time before the contractually agreed delivery date in order to prove its exemption from VAT. In the event of failure to provide timely and complete notification, the supplier reserves the right to charge the applicable sales tax. In the case of services outside the European Union, the supplier shall be entitled to charge the statutory value-added tax if the purchaser does not send the supplier proof of export within one month of the respective shipment.

VII. Additional agreements regarding assembly and commissioning

1. If the supplier has assumed responsibility for the assembly and/or commissioning of the delivery item at the purchaser's premises, the purchaser shall, at its own expense, inform the supplier and its vicarious agents and assistants about existing safety regulations and hazards and shall take all measures necessary for the protection of persons and property at the workplace.

2. The purchaser shall, at its own expense, support the supplier and its vicarious agents and assistants in carrying out the work of assembly and/or commissioning to the extent necessary and provide any assistance required, such as preparation of the construction site, provision of tools and lifting equipment, provision of water and electricity, etc.. This assistance must ensure that the installation/commissioning work can be started immediately after the arrival of the supplier and its vicarious agents at the purchaser's premises and can be carried out without delay until acceptance of the installation/commissioning work.

3. If the purchaser fails to comply with its obligations under this clause VII, the supplier shall be entitled, but not obliged, to carry out the actions incumbent upon the purchaser in its place and at its expense.

4. Parts replaced in the exchange procedure shall become the property of the supplier.

VIII. Impossibility, Default

1. If neither party is responsible for the impossibility, the supplier shall be entitled to a part of the remuneration corresponding to the work performed.

2. The purchaser shall be in default of payment if it exceeds agreed payment deadlines. If no payment deadline has been agreed, the purchaser shall be in default of payment 14 days after the due date without any further declaration by the supplier, provided that the purchaser has not paid. In the event that the purchaser is in default of payment, the supplier shall be entitled to charge the statutory interest on arrears pursuant to section 288 (2) of the German Civil Code (BGB) in the amount of 8 percentage points above the base interest rate.

3. If the purchaser is in default of acceptance or culpably violates other duties to cooperate, the supplier shall be entitled to demand compensation for the damage incurred by it in this respect, including

any additional expenses. Further claims shall remain reserved. The supplier reserves the right, after setting and fruitless expiry of a reasonable deadline for collection or delivery, to dispose otherwise of the delivery item and to supply the purchaser with a reasonably extended deadline.

IX. Withdrawal

1. Withdrawal from the contract shall be subject to the statutory provisions. Within this framework, however, the purchaser may only withdraw from the contract if the supplier is responsible for the breach of duty; in the event of defects, however, the statutory requirements shall apply.

2. The supplier shall also be entitled to withdraw from the contract if the purchaser suspends payments, if insolvency proceedings are applied for, if compulsory enforcement measures have been initiated against the purchaser or if a bill of exchange or cheque protest has been lodged or if circumstances become known after conclusion of the contract which show that the purchaser is not creditworthy. Sentence 1 shall apply mutatis mutandis to a withdrawal in the case of agreed partial deliveries for that part of the contract which has not yet been fulfilled.

3. In the event of a breach of duty, the purchaser shall declare within a reasonable period of time after the supplier's request whether it intends to withdraw from the contract due to the breach of duty or whether it insists on delivery.

X. Retention of Title

1. The delivery item shall remain the property of the supplier until all claims against the purchaser to which the supplier is entitled under the business relationship have been satisfied. Insofar as the validity of the retention of title in the country of destination is linked to special prerequisites or special formal requirements, the purchaser shall ensure that these are fulfilled.

2. The purchaser shall be obliged to treat the object of sale with care; in particular, it shall be obliged to insure it adequately at its own expense against damage by fire, water and theft at replacement value. If maintenance and inspection work is required, the purchaser must carry this out in good time at its own expense.

3. The purchaser shall be permitted to process the delivery item or to mix or combine it with other items. The processing, mixing or combining (hereinafter together: processing) shall be carried out for the supplier. The purchaser shall keep the object resulting from processing (hereinafter: new goods) for the supplier with the due care of a prudent businessman.

4. In the event of processing with other objects not belonging to the supplier, the supplier shall be entitled to co-ownership of the new goods in the amount of the share resulting from the ratio of the value of the processed delivery item to the value of the other processed goods at the time of processing. If the purchaser acquires sole ownership of the new goods, the supplier and the purchaser agree that the purchaser shall grant the supplier co-ownership of the new goods in the ratio of the value of the processed delivery item to the other processed goods at the time of processing.

5. The purchaser shall be entitled to resell the delivery item or the new goods in the ordinary course of business. In this case, the purchaser hereby assigns its claim against the customer arising from the resale, including all ancillary rights, to the supplier by way of security, without any further special declarations being required, irrespective of whether the delivery item has been resold without or after processing. The assignment shall apply including any balance claims. However, the assignment shall only apply to the amount

corresponding to the price of the delivery item invoiced by the supplier (including VAT). The share of the claim assigned to the supplier shall be satisfied with priority.

6. If the purchaser combines the delivery item or the new goods with real estate or movable property, it shall also assign to the supplier by way of security its claim to which it is entitled as remuneration for the combination, including all ancillary rights, in the amount of the ratio of the value of the delivery item or the new goods to the other combined goods at the time of the combination.

7. Until revoked, the purchaser shall remain authorized to collect the claims assigned in this clause X. The purchaser shall immediately forward to the supplier any payments made on the assigned claims up to the amount of the secured claim. In the event of good cause, in particular default of payment, cessation of payments, opening of composition and insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the purchaser, the supplier shall be entitled to revoke the purchaser's collection authority. If this is the case, the purchaser shall notify the debtors (third parties) of the assignment in addition to its obligations under Para.

8. If a justified interest is substantiated (e.g. in the case of para. 7), the purchaser shall provide the supplier with the information required to assert its rights against the customer and hand over the necessary documents

9. If the realizable value of all security interests to which the supplier is entitled exceeds the amount of all secured claims by more than 10%, the supplier shall release a corresponding part of the security interests at the request of the purchaser. It shall be presumed that the conditions of the preceding sentence are fulfilled if the estimated value of goods assigned as security and assigned claims reaches or exceeds 150% of the value of the secured claims. The supplier shall be entitled to choose between different security interests for the release. 10.

10. During the existence of the reservation of title, the purchaser is prohibited from pledging or assigning the goods as security. Resale shall only be permitted to resellers in the ordinary course of business and only on condition that payment of the countervalue of the delivery item is made to the purchaser. The purchaser shall also agree with the customer that the customer shall acquire title only upon such payment. In the event of seizure, confiscation or other dispositions or interventions by third parties, the purchaser shall notify the supplier without delay so that the supplier can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse the supplier for the judicial and extra-judicial costs of an action pursuant to § 771 ZPO, the purchaser shall be liable for the loss incurred by the supplier.

11. In the event of a breach of duty by the purchaser, in particular in the event of default in payment, the supplier shall be entitled, even without setting a time limit, to demand the surrender of the delivery item or the new goods and/or to withdraw from the contract; the purchaser shall be obliged to surrender the delivery item or the new goods. The demand for return of the delivery item/the new goods shall not constitute a declaration of withdrawal by the supplier, unless this is expressly declared. After taking back the object of sale, the supplier shall be entitled to realize it; the realization proceeds shall be credited against the liabilities of the purchaser - less reasonable realization costs.

XI. Material defects

The supplier shall be liable for material defects as follows:

1. All deliveries or parts of deliveries which show a material defect within the limitation period shall, at the discretion of the supplier, be repaired or replaced free of charge, provided that the cause of the defect already existed at the time of the passing of risk.

2. Initially, the supplier shall always be given the opportunity to remedy the defect within a reasonable period of time. The supplier shall have the right to choose whether subsequent performance shall be granted by remedying the defect or by new delivery. If the supplier is not granted the opportunity for subsequent performance within a reasonable period of time, the supplier shall not be liable for the resulting consequences.

3. If the subsequent performance fails, the purchaser may - without prejudice to any claims for damages pursuant to clause XII - rescind the contract or reduce the remuneration. A failure of the subsequent improvement is only given after the second unsuccessful attempt. The statutory cases of dispensability of the setting of a time limit shall remain unaffected.

4. If the purchaser bases the liability for material defects on public statements made by the Supplier, the Purchaser shall be responsible for proving that the decision to purchase was influenced by such statements.

5. In the event of a notice of defect, the purchaser shall, notwithstanding Clause VI, Paragraph 8, Sentence 2, only be entitled to a right of retention if the delivery is obviously defective. In such a case, the purchaser shall only be entitled to withhold payment to the extent that the amount withheld is in reasonable proportion to the defects and the anticipated costs of subsequent performance (in particular rectification of defects). The purchaser shall not be entitled to assert claims and rights due to defects if it has not made due payments and the amount due (including any payments made) is in reasonable proportion to the value of the - defective - delivery. If the notification of defects is unjustified, the supplier shall be entitled to demand reimbursement of the expenses incurred by it from the purchaser.

6. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of the usability. Furthermore, claims for defects shall not arise as a result of causes which are not attributable to the fault of the supplier, e.g. normal wear and tear of materials during intended use, natural wear and tear, damage occurring after the transfer of risk as a result of faulty or negligent handling, faulty, unsuitable or improper use, excessive stress, use of unsuitable operating materials/ replacement materials, faulty operation, assembly or commissioning by the purchaser, improper maintenance by the purchaser, defective construction work, unsuitable building ground, incomplete or incorrect information by the purchaser or which arise due to special external influences such as voltage fluctuations in the power supply system, harmful ambient conditions unknown to the supplier, chemical, electrochemical or electrical influences which are not assumed under the contract, as well as in the case of modifications to the delivery item carried out without the consent of the supplier and non-reproducible software errors. If the purchaser or third parties carry out improper modifications, repair work or other interventions, there shall also be no claims for defects for these and the resulting consequences.

7. If, after handing over the delivery item to the purchaser, the purchaser transports the delivery item to a place other than the place of the intended use, the supplier's obligation to bear the expenses necessary for the purpose of subsequent performance shall be limited to the amount which would have been necessary for subsequent performance at the place of the intended use.

8. Section XII shall apply to claims for damages. Further claims of the purchaser against the supplier based on a defect or claims other than those provided for in this clause XI and in clause XII shall be excluded.

9. Claims for defects by the purchaser shall be subject to the condition that the purchaser has duly complied with its obligations to examine the goods and to give notice of defects pursuant to Section 377 of the German Commercial Code (HGB). Sentence 1 shall apply mutatis mutandis to purchasers who are not merchants within the meaning of § 377 of the German Commercial Code.

10. In the event of defective assembly or commissioning, paragraphs 1 - 9 shall apply mutatis mutandis. In the event of defective assembly or commissioning, the purchaser shall have no right of self-execution. In the event of withdrawal, the Purchaser shall only be entitled to withdraw from the entire contract (purchase contract for the delivery item with agreed assembly/commissioning) if the delivery item is of no interest to the Purchaser without the agreed assembly/ commissioning by the supplier.

XII. Damages

1. The supplier shall be liable in accordance with the statutory provisions if the purchaser asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of representatives or vicarious agents of the supplier. Insofar as the supplier is not accused of intentional breach of contract, the liability for damages shall be limited to the foreseeable, typically occurring damage.

2. The supplier shall be liable in accordance with the statutory provisions if it culpably breaches a material contractual obligation; in this case, however, the liability for damages shall be limited to the foreseeable, typically occurring damage.

3. Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act.

4. Outside the cases of paragraphs 1-3, the supplier's liability for damages and for reimbursement of futile expenses due to impossibility of assembly/commissioning of the delivery item shall be limited to a total of 10% of the value of the assembly/commissioning. Except in cases covered by paragraphs 1-3, the supplier's liability for damages and for reimbursement of expenses incurred in vain due to impossibility of delivery shall be limited to a total of 15% of the value of that part of the delivery which cannot be put to the intended use due to the impossibility. Sentence 2 shall also apply if the purchaser is no longer interested in the delivery item as a whole due to the impossibility of assembly/commissioning.

5. Except in the cases of paras. 1-3, the supplier's liability for damages and for reimbursement of expenses incurred in vain due to the supplier's delay in delivery shall be limited to a total of 10% of the value of the delivery for damages in addition to performance and to a total of 15% of the value of the delivery for damages in lieu of performance. Outside the cases of paras. 1-3, the Supplier's liability for damages and for reimbursement of futile expenses due to the supplier's delay with the agreed assembly/commissioning of the delivery item shall be limited to a total of 10% of the value of the assembly/commissioning for damages in addition to performance and to a total of 15% of the value of the assembly/commissioning for damages in lieu of performance. If the purchaser is no longer

interested in the delivery item or in the installation/commissioning as a whole due to the delay in installation/commissioning, sentence 1 shall apply mutatis mutandis to the claim for damages in lieu of performance.

6. Any further liability of the supplier for damages shall be excluded, irrespective of the legal nature of the asserted claim. This shall apply in particular to claims for damages based on culpa in contrahendo, other breaches of duty or claims in tort for compensation for property damage pursuant to section 823 of the German Civil Code (BGB).

7. The limitations of liability set forth in this clause XII shall also apply if the purchaser claims compensation for useless expenditure instead of claiming compensation for the damage instead of performance.

8. Insofar as the liability for damages towards the supplier is excluded or limited, this shall also apply with regard to the personal liability for damages of the supplier's employees, workers, staff, representatives and vicarious agents.

9. The above provisions do not imply a change in the burden of proof to the detriment of the purchaser.

XIII. Industrial Property Rights; Defects of Title

1. Unless otherwise agreed, the Supplier shall provide the supplies free from third parties' industrial property rights and copyrights (hereinafter referred to as "IPR") only in the country of the place of performance. If a third party asserts a justified claim against the purchaser based on an infringement of an IPR by the supplies made by the supplier and used in conformity with the contract, the supplier shall be liable to the purchaser within the time period stipulated in Clause XIV, para. 1 as follows:

a) The supplier shall, at its option and expense, either obtain a right of use for the supplies concerned, modify them so that the IPR is not infringed or replace them. If this is not possible for the supplier under reasonable conditions, the purchaser shall be entitled to the statutory rights of rescission or reduction.

b) The supplier's obligation to pay damages shall be governed by clause XII.

c) The aforementioned obligations of the supplier shall only exist insofar as the purchaser immediately notifies the supplier in writing of the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for the supplier. If the purchaser discontinues the use of the supplies in order to minimize the damage or for other good cause, it shall be obliged to notify the third party that such discontinuance does not constitute an acknowledgement of the infringement of the IPR.

2. Claims of the purchaser shall be excluded if the purchaser is responsible for the infringement of the IPR. Claims of the Purchaser shall also be excluded if the infringement of the IPR is caused by specifications made by the purchaser, by an application not disclosed to the Supplier by the purchaser or by the supplies being modified by the purchaser or being used together with products not provided by the supplier.

3. In the event of infringements of industrial property rights, the provisions of section XI, paragraphs 2, 5 and 8 shall apply mutatis mutandis to the claims of the purchaser regulated in paragraph 1a). In the event of other defects of title, the provisions of clause XI shall apply accordingly.

4. Further claims or claims of the purchaser other than those provided for in this clause XIII against the supplier or its agents based on a defect in title are excluded.

XIV. Limitation

1. The limitation period for claims and rights due to a defect in the delivery item or assembly/commissioning or due to defects in the Supplier's technology - irrespective of the legal basis - shall be 12 months.

2. The period of limitation according to para. 1 shall also apply to all claims for damages against the supplier in connection with the defect - irrespective of the legal basis of the claim. Insofar as claims for damages of any kind exist against the supplier which are not connected with a defect, the limitation period of subsection 1 shall also apply to them.

3. Paragraphs 1 and 2 sentence 1 shall not apply in the cases of § 438 paragraph 1 no. 1 and § 438 paragraph 1 no. 2 BGB. These cases are subject to a limitation period of three years.

4. The periods of limitation under subsections 1, 2 and 3 shall apply subject to the following proviso:

a) The limitation periods shall generally not apply in the event of intent or fraudulent concealment of a defect.

b) Furthermore, the limitation periods shall not apply to claims for damages in cases of injury to life, body or health, in the case of claims under the Product Liability Act, in the case of a grossly negligent breach of duty or in the case of a breach of material contractual obligations.

5. The limitation periods shall commence in each case at the time of the passing of risk.

6. Unless expressly provided otherwise, the statutory provisions on the commencement of the limitation period, the suspension of the running of the limitation period, the suspension and the recommencement of the limitation period shall remain unaffected.

7. The above provisions do not imply a change in the burden of proof to the detriment of the purchaser.

XV. Exclusion of Claims for Defects in the Case of Used Delivery Items, Statute of Limitations

1. Claims and rights due to a defect in a used delivery item - irrespective of the legal grounds - are excluded. This shall not apply in the cases of § 438 para. 1 no. 1 BGB (defects of title in immovable objects) or § 438 para. 1 no. 2 BGB (buildings, objects for buildings). In the case of the above sentence 2, a limitation period of one year shall apply.

2. The exclusion or limitation provisions under subsection 1 above shall also apply to all claims for damages against the supplier in connection with the defect - irrespective of the legal basis of the claim. Insofar as claims for damages of any kind exist against the supplier which are not connected with a defect, they shall be excluded.

3. The exclusion and the limitation periods according to para. 1 and para. 2 shall apply with the following proviso:

a) They shall generally not apply in the event of intent or fraudulent concealment of a defect.

b) Furthermore, the limitation periods shall not apply to claims for damages in cases of injury to life, body or health or freedom, in the case of claims under the Product Liability Act, in the case of a grossly negligent breach of duty or in the case of a breach of essential contractual obligations.

4. Section XIV, paragraphs 5-7 shall apply accordingly. 5.

5. If assembly/commissioning of the used delivery item by the supplier at the purchaser's premises has been agreed, the rights of the purchaser in the event of defects in assembly/commissioning (see clause XI.10.) as well as the provisions on the statute of limitations in clause XIV. shall remain unaffected.

XVI Software

1. The purchaser shall receive a simple, non-exclusive right to use the supplier's standard software and the associated documentation in perpetuity with the agreed performance features in unchanged form on the agreed equipment. The purchaser may make a backup copy without express agreement. The granting of sub-licenses is not permitted.

XVII. Claims under insurance contracts

1. Insofar as the supplier, as co-insured party, has direct claims against the purchaser's insurer in respect of the delivery item, the purchaser hereby gives the supplier its consent to assert such claims.

XVIII. Place of jurisdiction, applicable law, place of performance

1. In the event that the purchaser is a merchant, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the supplier's place of business. However, the supplier shall also be entitled to bring an action at the purchaser's place of business.

2. The legal relationship between the purchaser and the supplier shall be governed by German law, excluding the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. Unless otherwise stated in the order confirmation, the supplier's place of business shall be the place of performance.

XIX. Final Provisions

1. §§ 126, 126a BGB (German Civil Code) apply to the written form in the sense of these terms of delivery.

2. The remaining parts of the contract shall remain binding even if individual provisions of these terms of delivery are legally invalid. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the parties.

3. All taxes, fees and duties in connection with a delivery to countries outside the Federal Republic of Germany shall be borne by the Purchaser and, if applicable, reimbursed to the supplier.

4. The purchaser shall procure at its own expense the permits and/or export and import documents required for its use of the delivery item.

5. Personal data shall be stored by the supplier in compliance with the statutory provisions.

2. The purchaser may only process the supplier's own software products to the extent permitted by law. The purchaser may neither remove manufacturer's details - in particular copyright notices - nor change them without the prior written consent of the Supplier.

3. The supplier shall not be obliged to make available the source code on which the respective software product is based.

4. For software products of other suppliers included in the scope of delivery, their general terms and conditions shall have priority. If these are not available, the supplier shall provide them to the purchaser upon request.

5. In addition to the general terms and conditions of the software supplier, the supplier's terms and conditions of delivery shall apply. In the event that the General Terms and Conditions of the Software Provider are invalid, the supplier's Terms and Conditions of Delivery shall apply exclusively.

***Important notice: This is an unofficial translation of the original document. Please note that only the original document is legally valid.**