



**General
Terms of Sale and Delivery
(hereinafter called "GTSD")**

of the H. + H. Maslanka Chirurgische Instrumente GmbH with registered offices in
78532 Tuttlingen

I. General, Scope of application

1. Our GTSD apply only vis-a-vis our company and any public legal entities and special assets in public law. They do not apply to end users.
2. Our offers, deliveries and other performances made to customers stated in fig. 1 sec. 1 will only be made subject to these terms and conditions. This also applies to any future business conducted with the customer, without requiring any special notice. Any stipulations of the customer which are contrary to our GTSD or not contained herein, will not be recognised, even if we make deliveries and performances without reserve to the customer cognisant of such stipulations, unless they have been explicitly agreed to.

**II. Conclusion of Contract, Content of Contract and
Reservation of Rights**

1. Our offers are non-binding. We can agree to orders and commissions within 21 days after receipt, as long as no other term of acceptance has been agreed upon. The scope of delivery will be based upon the written order confirmation. Order confirmations sent by computer are valid without a signature. Supplementary agreements and amendments require our written confirmation.
2. Costs caused by changes or cancellations made to confirmed orders are to be carried by the customer, in as far as he is to be held responsible for the change or the cancellation.
3. Any details made regarding the contractual object (e.g. weight, size, experimental values, durability, tolerance and other technical data) and our representation of the same (e.g. sketches and other pictures) are only approximate values, as long the contractual purpose does not require more exact information. They are not guaranteed qualities, but rather describe or characterise the contractual object. Customary Deviations



Deviations, which occur on the basis of legal requirements; which represent technical improvements, or which replace faulty parts with parts of a similar value are admissible, as long as they do not impede upon the contractually intended use of the contractual objects.

4. We reserve property and copyrights to any pictures, sketches, calculations, catalogues, price lists or any other documentation and any other rights regarding the protection of intellectual property. Reproduction and/or relinquishment to third party, especially competition, is prohibited unless we have given our explicit permission in writing.

III. Prices and Payments

1. Our prices apply only to the scope of performance and delivery stipulated in the order confirmation. Any supplementary, or additional, services require an additional invoice. Prices are stated ex works in Tuttlingen in EURO (EXW in accordance with Incoterms 2010). Statutory Sales or Value Added Tax is not part of our prices and will be stated separately. Shipping, packaging, insurance, customs charges and other fees will be carried by the customer. Packaging may not be returned.
2. Our invoices, unless something to the contrary has been agreed upon, are payable in full in 30 days after the invoice date. Payment is seen as made, when the amount has been credited without regress onto our account (payment entry).
3. The customer is to inspect our invoices for their correctness and completion. Our invoices will be seen as accepted if no objections are made in writing within 30 days of the date on the invoice. This also applies to discount notifications.
4. The customer will default on payment, without requiring special written notice to this effect. If payment is made late, the customer will owe interest on the payment to the amount of 8 percentage points p.a. above the relevant base interest rate in accordance with § 247 section 1 BGB (German Civil Code). The contractual partners will reserve the right to provide proof of lesser damage caused.



5. The customer may only offset our demands with counter demands which we have recognised, not disputed, decided upon or which have been legally established.
6. We are entitled to demand reasonable payment in advance or provision of security for deliveries or performances yet to be fulfilled, if after conclusion of contract, we become aware of circumstances which reduce the credit rating or scoring of the customer, or endanger the payment of our demands from the relevant contractual relationship.
7. Any payments made will first satisfy any older invoiced posts in addition to the payment of costs and interest incurred on said posts in the following order: costs, interest, main demand.

IV. Time of Delivery, Lack of Capacity to Perform by the Customer, Default in Acceptance

1. Delivery is made ex works (EXW in accordance with Incoterms 2010).
2. Only the delivery periods stated by us apply. Delivery times are not seen as a fixed transaction, unless otherwise stated. The period of delivery is extended for the period of time in which the customer remains in arrears with payment. Delivery periods only become binding when the customer has fulfilled all contractual duties and obligations (e.g. provision of required documentation, permits and any other product specification). Should the customer make changes to the contract which make the original delivery time impossible, the delivery time will be extended by a reasonable amount.
3. The term delivery is seen as fulfilled if by the end of the period, the subject of delivery has left the factory, or the readiness for delivery has been made known.
4. The period of delivery will be extended - even within a default period - relative to any delays caused by circumstances for which we cannot be held responsible, especially by incorrect, or unpunctual delivery by our suppliers; or by measures taken as part of employment disputes, as far as the obstacles can be proven to have an influence on the delivery or performance in question. This also applies if the circumstances occur at our sub-supplier. We will make the customer



aware of such obstructions. Should the delivery appointment be delayed by more than 3 months, or should it transpire that it will take longer than 3 months, both parties are entitled to rescind the contract.

5. We are entitled to make part deliveries, if this can be seen as reasonable for the customer.
6. The customer is to provide us in writing with a reasonable period to complete the delivery of two weeks if we fall into arrears with our delivery.
7. Should we fall into arrears with our delivery or performance for reasons of simple carelessness, our liability for compensation due to the delay in the delivery, which can be demanded alongside the delivery, is limited to 0.5% of the delivery value for every full week of the delay, however limited to a maximum of 5% of the delivery value. Should the customer assert compensation claims in lieu of the delivery, the compensation amount is limited to 20% of the delivery value. The limitation to liability stipulated in sentence 1 and 2 do not apply to a delay caused by our gross negligence, that of our legal representative, or our vicarious agents; furthermore it does not apply in case of damage to life, limb or health or in cases involving a fixed transaction; these are transactions which rely upon the adherence to a pre-ordained time of delivery.

V. Transfer of Risk

1. Risk is transferred to the customer at the latest upon provision of the subject of delivery (whereby the commencement of the loading process to the freight company, the carrying company or the third party commissioned with the delivery is significant). This also applies in cases of part delivery, or where we have assumed any other performance (e.g. delivery, or delivery costs).
2. We are under no obligation to insure the delivery against risks once risk has been transferred.
3. Should the delivery be delayed due to circumstances for which the supplier is responsible, risk is transferred to the customer from the day upon which the goods were ready to be delivered, or received.



VI. Reservation of Property Rights and other Securities

1. We reserve property rights to the subject of delivery until payment has been made of all claims by the customer resulting from this business relationship, including any supplementary and compensation claims. Should we have made an open account agreement with our customer, property rights will be reserved until the open account has been paid in full.
2. The customer is obliged to treat the reserved object with due care and with professional diligence; he is also to insure the object against theft, damage caused by fire, water et cetera and provide proof of such insurance upon demand. All claims resulting from such insurance contracts are to be relinquished to us. The relinquishment is hereby accepted. He is to inform us immediately of any lien, confiscation, damage, loss, or otherwise disposal by a third party. The customer is to carry the costs incurred in order to procure the subject of delivery, especially those of a third party opposition claim, as far as the costs cannot be collected by a third party. Should there be any discrepancies in the retention of the goods, we are entitled to view the goods in the customer's premises.
3. The customer is entitled to change and to sell the goods within the boundaries of normal and ordinary business; this does not include pawning the goods, or using them as a surety.
4. We are entitled to retract the delivered object after due notification if the customer is in breach of contract. This does not constitute the dissolution of the contract, unless we explicitly state so. The customer will carry the cost of the retraction, if the retraction was conducted after reasonable notice was given. We are entitled to sell the retracted delivery object and use the turnover to satisfy our demands, if we give the customer reasonable notice of our intention. In our notice, we are to give the customer a reasonable period of time to fulfil his duties.
5. The customer is to hereby and now relinquish to us any purchase price, salary or other such demands resulting from the sale, or further treatment, or from any other legal reason in regard to the delivery object, including any recognised credit from an open account agreement,



or, should his partner file insolvency, the credit amounting to the invoiced amount of the delivery object. The relinquishment is hereby accepted. The customer is entitled to collect the demands hereby relinquished to us; this entitlement can be revoked. This mandate can only be revoked when the customer does not fulfil his payment duties. Upon demand and in such cases, the customer is to state the details regarding the relinquished demands requisite to collect the sum; to provide requisite documentation and to inform the debtor of the relinquishment.

Relinquishment of the claim is to serve as a surety for all claims, including future claims, resulting from the business relationship with the customer.

6. Should the realistic surety value granted pursuant to the aforementioned requirements exceed our claims vis-a-vis the customer, even for an extended period of time, by a sum of more than 20%, we will be entitled to release any sureties made by the customer on his demand at our discretion. The aforementioned cover limit will be extended by the Sales or Value Added Tax charged on the disposal of the surety in as far as we are charged Sales or Value Added Tax for the disposal.
7. The customer forfeits his right to further sell, or use our goods and to collect any relinquished demands if he ceases to pay our demands or if he applies for or commences insolvency proceedings or an extrajudicial settlement. The legal rights of an insolvency administrator - also a temporary one - remain unaffected by this.
8. If delivery is made abroad, the customer is obliged to make all arrangements required in order to adhere to the aforementioned regulation on the reservation of property rights or which serve an equivalent surety right under the jurisdiction in question.



VII. The Obligation of the Customer to Inspect the Goods, Notice of Defects, Rights in case of Material Defects

1. Any documents belonging to the tender, for example sketches, drawings, weight and measurements belonging to the tender are only approximate and are non-binding, unless stated otherwise. The customer is to inspect the documents and patterns. Upon agreeing with the tender and release, the customer agrees to the documents and patterns and relinquishes any rights to defect, in as far as the object of delivery does not significantly deviate from the documentation.
2. In cases of purchase, or a contract where the delivered object is to be made or assembled, both of which constitute a commercial transaction for both parties, the customer is to inform us in writing of any kind of defect - with the exception of hidden defects - within 14 working days (excluding Saturday and Sunday) after delivery has been made, otherwise the delivery will be seen as accepted. Hidden defects are to be made known to us in writing immediately at the latest 12 months after risk is transferred, otherwise the delivery object in terms of these defects will be seen as accepted. Negotiations regarding a complaint do not constitute a relinquishment by us in any case at all of our right to object to any notification of defects which is insufficient, unpunctual or unjustified.
3. Should the delivery object show defects for which we are responsible, we are at liberty to either remedy the defect (supplementary improvement) or to deliver an object free of defects (replacement delivery) - notwithstanding section 4. Should we not be prepared or able to provide supplementary improvement/replacement delivery; the supplementary improvement/replacement delivery be delayed beyond a reasonable amount of time on grounds for which we are responsible; or should the supplementary improvement/replacement delivery go awry for any other reason, the customer is at liberty to rescind the contract or reduce the purchase price in as far as any further supplementary performance attempts constitute an unreasonable burden for him. In cases of insignificant defect, the customer can only rescind the contract with our consent.
4. Rights to claim for material defects can only be made when the delivered object shows such defects. Rights asserted on grounds of improper or unsuitable storage or use, incorrect assembly, or treatment of the delivered object, wear and tear or unsuitable conditions of use are excluded from defect liability.



5. Claims made on the grounds of material defects become statute barred - notwithstanding section 1 - after two years. The period commences upon transfer of risk. This does not apply to any infringement or injury made by culpably us, our legal representatives or our vicarious agent
6. to life, limb or health or in cases of intent of gross negligence.
7. We can only be held liable for damages caused by defects to the delivered object within the boundaries stipulated in figure IX.

VIII. Miscellaneous Obligations of the Customer

1. The customer is obliged to ensure that within the boundaries of his influence, the requirements labelled in the product liability law (Produkthaftungsrecht), especially that of the medicinal product law (Medizinproduktgesetz - MPG) are adhered to.
He is especially obliged to ensure that only qualified and trained personnel handle the contractual objects and that the objects will not be combined with products from another manufacturer, as long as such a combination has not been explicitly permitted by us beforehand. It is hereby mentioned that the obligations stated in the MPG, according to §§ 40 et seq. MPG, are punishable by fine.
2. Should the customer be entitled within the boundaries of his business to further sell the delivery object, he will ensure that his purchaser has been trained and instructed in the proper use of the product and that only qualified persons can conduct such measures.
3. The customer is further obliged to adhere to the requirements made by the medicinal product observation system in § 29 MPG and the therein labelled notification obligations and to inform us without being requested by us to do so of any information of meaning in connection with said system and obligations.

IX. Limitations of Liability

1. We can be held liable in accordance with the regulations stipulated in product liability law (Produkthaftungsgesetz) and in cases of incapacity, or impossibility which we have caused.
Furthermore, we can be held liable for damages in accordance with legal stipulation in cases of intent, gross negligence, assumption of a guarantee and in cases of culpable damage to life, limb and health. Should we furthermore infringe upon an obligation significant in this contract through simple carelessness (so called cardinal obligation), i.e. an obligation which is paramount to the proper fulfilment of this contract and where the customer can regularly rely on its fulfilment,



our liability is limited to the remedy and compensation of damages which are typical for this contract and which could have been foreseen. The limitations to liability on grounds of delayed delivery remain unaffected by this. In other cases of liability, claims or entitlements to compensation on grounds of a breach of duty resulting from this contract, or on grounds of an unlawful act are excluded so that we cannot be held responsible or liable for any loss to income or other damage to the finances or property of the customer.

2. As far as our liability on grounds of the aforementioned stipulations is excluded or limited, the same applies to the personal liability of our executive employees, personnel, representatives and agents.

X. Third Party Property Rights

Should the customer provide us with patterns, or sketches, he guarantees that no third party rights, especially copyrights or commercial protection rights have been breached. The customer is obliged to release us from any claims made by third party on the grounds of such a breach of rights; to defend us should such a breach be asserted and to reimburse and remedy and costs and damages, including the cost of legal counsel or legal proceedings, incurred by such a claim. The same applies if we manufacture a delivery object according to the customer's requirements.

XI. Applicable Law, Jurisdiction

1. The laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), apply to the General Terms of Delivery and Payment and to the entire commercial relationship between us and the customer.
2. The court with jurisdiction for all rights and duties of the contractual parties regarding commercial relations of any kind is the court in Tuttlingen (Federal Republic of Germany). The same applies if the customer does not have a responsible court in inland, should he move his residence or usual address abroad after conclusion of contract, or if, at the point a lawsuit is filed, his whereabouts are not known. However, we are entitled to sue the customer before the court in his residential area.