

General Terms and Conditions of MAQUET Hospital Solutions GmbH (Dated 01/2012)

1. Only our General Terms and Conditions that our customer agrees with on placing an order apply both to the order and to any future business transactions, even if no explicit reference is made to them although they have been received by the ordering party with an order confirmed by us. If the order is placed which deviates from General Terms and Conditions then our General Terms and Conditions shall also apply even if we do not object. Deviations shall thus only apply if they have been explicitly recognised by us in writing.

2. Unlimited offers are without obligation. The contract comes into being with our order confirmation and/or execution of the service. Insofar as no other arrangement has been made, the prices for domestic sales apply ex works (EXW Incoterms 2010), and for overseas sales, free freight forwarder (FCA Incoterms 2010).

We reserve the right to adjust the price in line with incurred increases in costs, notably the wage and material costs and overheads if at least four months exist between the conclusion of the contract and delivery either pre-arranged or for reasons for which we are not responsible. If the increase is more than 5 % the ordering party will have a right to termination.

In the event of small orders below a goods value of 50 euros, we are entitled apply a flat rate processing charge of 50 euros plus the relevant legally applicable rate of value added tax.

We are entitled to assign the claims from our business relationship.

If the purchaser is in default with payment obligations, no matter what kind, all existing claims will be due and payable immediately.

The ordering party will only be entitled to rights to offset and retention if its counter-claims have been declared final and binding or are undisputed.

3. Only separately agreed delivery deadlines are binding. The start of such deadlines is subject to the on time delivery to ourselves as well as the satisfaction of own secondary and payment obligations and duties to provide assistance of the ordering party. The delivery deadline shall be extended by a reasonable extent in case of decisive circumstances out of our control such as force majeure, embargos, natural disasters, fire, interferences in transport and industrial disputes.

4. In the event of deliveries to countries of the European Union, the ordering party undertakes to inform us of its value added tax identification number no later than when placing the order.

5. We reserve the right of ownership to the object until all claims against the ordering party from the business relationship including the claims also incurred in future from simultaneously or subsequently concluded contracts have been settled. The ordering party may resell the object in proper business transactions with compliance with its terms of payment under the reservation of the title. The ordering party must inform us immediately in the event of actual as well as legal impairment to the reserved goods possibly occurred through seizure. Also in the event of a forwarded delivery to another country the ordering party shall take all legally admissible measures in order to protect our property.

The claims ensuing from the resale or any other legal grounds with regard to the reserved goods are hereby now already assigned to us for security. Upon request of the ordering party we are obliged to release existing collateral of its choice insofar as their value exceeds the claims which are to be secured by more than 10 %. If the ordering party does not satisfy its payment obligations on time or if it is insolvent we are entitled to revoke the collection mandate of the ordering party. We can further request that, in this instance, the ordering party shall provide all information which is necessary for collection, relinquishes the relevant documents and informs the debtors of the assignment.

In case of processing, conversion, connection or mixing of reserved goods, also together with other objects which do not belong to us we acquire the co-ownership of the new object to the amount of the invoice value of the reserved goods to the total value of the new object at the time of the processing, conversion, connection or mixing. Insofar as the ordering party acquires the sole ownership of the new object, it shall grant us co-ownership to the produced new object in the ratio of the invoice value of the reserved good to the total value of the new object at the time of the processing, conversion, connection or mixing. The same conditions shall apply to the new objects produced through processing, conversion, connection or mixing as for the reserved goods.

6. We reserve all copyrights to the documents handed over to the ordering party, and to the documents which are not also explicitly sold in addition all property rights. The documents may not be made accessible to third parties. Their contents are to be treated confidentially.

7. The risk shall pass to the ordering party when the goods are handed over to the freight forwarder or when they are shipped, yet in the event of personal collection with the direct hand-over to the buyer or its authorised agent. In the event of a delay for which the customer is responsible, the notification that the goods are ready for shipment shall be sufficient for the passing of the risk.

8. In the event of the culpable delay in delivery, which is however not due to wilful intent or gross negligence, the ordering party may request compensation for proven damages in the amount of 0.5 % for each completed week of the delay under the exclusion of further claims, a maximum total of 5 % of the value of the part of the delivery which cannot be used as per contract as a result of the delay.

9. The warranty shall be carried out according to our choice, but initially by subsequent performance. We shall only assume the expenses which are necessary for the purpose of the subsequent performance, in particular transport, route, work and material costs up to the amount of the value of the faulty object. The ordering party may only reduce the price or cancel the contract in the event of the final failure of the subsequent performance. We shall only be liable for damages in the event of wilful intent or gross negligence, further only with the breach of essential contractual duties, further only for indirect damages due to defects. The ordering party must inspect the delivery immediately after receipt. They lose their warranty rights if they do not report quality defects or complaints regarding delivery not in line with the contract immediately in writing and include precise description of such, after the time at which faults have been determined or could have been determined.

10. All claims of the ordering party with regard to the contract shall become statute-barred by no later than in the two years from the passing of the risk.

11. The contractual relationship shall be exclusively subject to German law, in particular the BGB [Civil Code] and the HGB [Commercial Code]. This shall also apply to lawsuits resulting from and in conjunction with the contract.

12. The place of performance for all contractual main and secondary obligations is Rastatt for both parties. Insofar as the ordering party is a full merchant, a legal entity under public law or special assets under public law, Rastatt has been agreed as place of jurisdiction for all disputes ensuing from the contract. However, we remain entitled to file an action against the ordering party at further places of jurisdiction, in particular at their place of residence or business as well as at the place of the illicit act.

13. If according to the ordering party's opinion, the individual terms and conditions contain unclear points they must inform us hereof immediately. Unclear or invalid regulations shall be replaced by the parties with such clear or effective regulations which shall, as far as possible, correspond to interests of the parties.