

General Terms and Conditions of Sale and Delivery of Corporis Medical

1. Validity of the Terms and Conditions

Contracts between Corporis Medical (hereinafter referred to as “Corporis Medical”) and merchants, legal persons under public law or special funds under public law for the delivery of goods are concluded exclusively on the basis of the following terms and conditions. Counter-confirmations of the customer with reference to deviating conditions are hereby rejected; Corporis Medical does not acknowledge such conflicting or deviating terms and conditions of the customer, unless Corporis Medical has expressly agreed to their validity in writing. These conditions also apply if Corporis Medical executes the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

These General Terms and Conditions of Sale and Delivery also apply to all future transactions with the customer, even without reference being made to them. Ancillary agreements and deviating agreements require the written confirmation of Corporis Medical to be legally valid.

2. Offer and Order

2.1. Corporis Medical ‘s offers are subject to confirmation and are nonbinding, unless otherwise stated in the order confirmation. The documents enclosed with an offer, such as illustrations, drawings, dimensions and weights, are only binding if they are expressly marked as binding. The contract is concluded when Corporis Medical confirms the customer‘ s order by order confirmation or delivery within this period. Order confirmations by Corporis Medical shall always be made subject to a positive credit assessment of the customer and are subject to punctual and proper self-delivery.

2.2. Call orders are considered firm orders and are to be accepted within a period of 3 months after conclusion of the contract, unless otherwise stated in the order confirmation. After expiry of this period, the price for parts not called up shall become due and Corporis Medical shall be entitled to charge the customer for storage costs.

2.3. For samples ordered by the customer, Corporis Medical shall issue prepaid invoice.

2.4. Representatives of Corporis Medical are not entitled to enter into any oral agreements or representations that go beyond or deviate from the content of Corporis Medical ‘s written representations.

Corporis Medical may deliver goods that have been modified in terms of design and form, provided that this does not impair their overall performance. Corporis Medical would also like to point out that the use of the products as well as trade and export may only take place in compliance with the applicable foreign trade regulations.

4. Prices and Payment

4.1. The prices stated in Corporis Medical 's order confirmation, which are exclusive of packaging, freight, insurance, customs duties, taxes and other public charges, in particular import sales tax / value added tax, are always decisive. The costs for the return transport of packaging shall be borne by the customer. For orders for which fixed prices have not been expressly agreed, the prices valid at Corporis Medical on the day the contract is concluded shall apply.

4.2. Payments are due and payable without discount within the agreed payment term or latest thirty (30) days from the date of the transaction/order confirmation.

4.3. Any payment not made on the date agreed to our billing address bears interest at a rate of 1% per month from the date payment should have been received without any prior notice being required. Furthermore, according to the Dutch Civil Law, legal action can be taken after a prolonged non-payment period from the due date.

4.4. If the customer is in arrears in regard to due payments or if Corporis Medical becomes aware of circumstances that give reason to doubt the solvency or creditworthiness of the customer, Corporis Medical may, at its option, demand either advance payment or the provision of security. If this request is not met, Corporis Medical shall also have the right to assert a right of retention with regard to further deliveries and, after expiry of a reasonable grace period, to refuse performance of the contract and claim damages instead of performance. Corporis Medical may also demand immediate payment of all outstanding receivables.

4.5. The assertion of a right of retention or offsetting against any counterclaims by the customer shall only be permissible with counterclaims that have been established as final and absolute, are ready for decision or are undisputed.

5. Delivery, Delivery Times

5.1. The delivery takes place based on ex works principle. The risk of damage to or loss of the contractual product during transport or delay in transport shall pass to the customer upon delivery by Corporis Medical to the transport company. Delivery is made by Corporis Medical at the expense of the customer without responsibility for the cheapest shipment; the dimensions, weights, quantities etc. determined by Corporis Medical are decisive. Unless the customer gives instructions to the contrary, Corporis Medical shall determine the means of transport and the route. Transport or breakage insurance shall only be taken out upon express request and at the expense and according to the customer's specifications. If dispatch becomes impossible through no fault of Corporis Medical, the risk shall pass to the customer upon notification of readiness for dispatch.

5.2. The scope and time of delivery shall be determined exclusively by the information contained in Corporis Medical 's order confirmation. Corporis Medical is entitled to make partial deliveries and render partial services at any time. Partial deliveries may be invoiced separately by Corporis Medical.

5.3. The delivery times stated by Corporis Medical are not binding. Fixed delivery dates require our express written confirmation as fixed dates. The delivery time begins with the day of the order confirmation and is complied with, if the goods have left the factory by the end of the delivery period or the dispatch readiness of the goods has been announced. The delivery period shall be extended appropriately in the event of measures take as part of labor disputes, as well as in the event of unforeseen hindrances that lie outside the sphere of influence of Corporis Medical, insofar as such hindrances demonstrably have a considerable influence on the manufacture or delivery of the delivery item. This also applies if such circumstances occur with subcontractors. We are not responsible for the aforementioned circumstances even if they arise during an already existing delay. Corporis Medical shall inform the customer of the beginning and end of such hindrances as soon as possible.

5.4. In the event of damage caused by delay, we shall only be liable for replacement of the product supplied by Corporis Medical. The limitation does not apply in the case of gross negligence.

5.5. If, at the request of the customer or due to circumstances for which the customer is responsible, delivery is not affected by Corporis Medical at the time of readiness for shipment, the risk shall pass to the customer from the date of readiness for shipment. The due date of Corporis Medical 's payment claim shall not be affected in such cases; rather, the delivery shall be deemed to have been effected at the agreed time. Storage is then carried out at the customer's expense and risk. If the delivery takes place before the agreed time, it cannot therefore be rejected by the customer.

6. Retention of Title

6.1. The delivered goods shall remain our property (reserved goods) until all claims (including all current account balance claims) to which Corporis Medical is entitled against the customer for any legal reason now or in the future have been satisfied.

6.2. If the customer is in default of payment or if it becomes apparent that our payment claims are at risk due to the customer's inability to pay, we are entitled to demand the return of the goods on the basis of the reservation of title. In order to enforce this right, Corporis Medical may enter the customer's business premises and take possession of the reserved goods. Withdrawal from the contract is not a prerequisite for this request for release of the goods. Furthermore, the request for release of the goods does not mean a withdrawal from the contract.

6.3. The customer is entitled to sell the goods subject to retention of title in the ordinary course of business under retention of title as long as the customer is not in default. The customer is not permitted to pledge any reserved goods or transfer ownership of the goods by way of security. The customer hereby assigns to us by way of security all claims (including all current account balance claims) arising from the resale of the reserved goods or any other legal reason (insurance, unlawful act) concerning the reserved goods. We revocably authorize the customer to collect the claims assigned to us in the customer's own name. We may notify the third-party debtors of the assignment of the claim on behalf of the customer if the customer does not meet the customer's payment obligations from the proceeds received from the assigned claims, is in default of payment, an application is made for the opening of insolvency proceedings against the customer's assets or if the customer has suspended payments. Upon notification of the assignment to the thirdparty debtor, the customer's right to collect expires. In this case Corporis Medical may demand that the customer notify Corporis Medical of the assigned claims and their debtors, provide all information necessary for collection and hand over the relevant documents.

6.4. In the event of any action by third parties against the reserved goods, in particular attachments/liens, the customer shall draw attention to our ownership and inform us immediately so that we can assert our ownership rights. The customer shall bear all costs that are incurred for the terminating of any actions brought by third parties, as well as costs for the replacement of the delivery item unless they are actually reimbursed by third parties.

6.5. The customer shall treat the goods that are subject to retention of title in a prudent manner, in particular the customer shall sufficiently insure them, at their replacement value, at the customer's own expense against fire, water and theft.

6.6. We shall release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%, whereby the choice of the securities to be released is up to us to determine.

7. Warranty

7.1. We guarantee that the goods are free of manufacturing and material defects at the time of the transfer of risk. We reserve the right to under-deliver or over-deliver by up to 10% in terms of quantity. Further guarantee regulations for the individual devices, which are enclosed with the goods in the form of guarantee promises, are to be understood as a pure end customer guarantee in accordance with the respective guarantee provisions and remain unaffected.

7.2. The warranty period is twelve months and begins with the transfer of risk. This period is a limitation period and does not apply in the event of fraudulent concealment of a defect, for claims arising from intentional breaches of contract, for culpable injury to life, limb or health and for claims arising from the Product Liability Act.

7.3. If the delivered goods show recognizable damages or shortfalls upon delivery, the customer shall note these in writing on the receipt of the transport company. The note must adequately indicate the damage or the shortfall (notice of damage according to Dutch Law).

7.4. The customer shall immediately check the goods after receipt of the delivery for completeness, conformity with the delivery documents and defectiveness (Dutch Law) and immediately notify Corporis Medical in writing of a complaint, but at the latest within one week after receipt of the delivery item. If a complaint is not made in due time, the goods shall be deemed to have been properly and completely delivered, unless the defect was not identifiable during the inspection.

7.5. The customer is not entitled to assign the customer's warranty claims to third parties. The warranties contained herein extend only to Customer, and Customer shall affirmatively disclaim all liability of Corporis Medical to any end-users of products delivered by Corporis Medical, which disclaimer shall be satisfactory to Corporis Medical in its sole discretion. The **SOLE AND EXCLUSIVE REMEDY** for any breach of warranty of any certificate of analysis with respect to any Corporis Medical goods shall be **REPLACEMENT** of the Corporis Medical goods. The warranty contained herein shall not be deemed to have failed of its essential purpose so long as Corporis Medical is making good faith efforts to correct defects under the terms of the warranty or has made the replacements provided for.

Except for any express warranties made in this order, no warranties, express or implied, by operation of law or otherwise, including without limitation, the warranties of merchantability, fitness for use or a particular purpose, and infringement, are made by Corporis Medical under this order and all such other warranties are hereby expressly disclaimed.

8. Limitation of Liability

8.1. In the event of gross negligence – for whatever legal reason – we are liable in accordance with the statutory provisions.

8.2. Corporis Medical is not liable for any damage not caused to the delivered product itself; in particular, Corporis Medical is not liable (for any loss of profit or other financial loss) indirect and consequential damages suffered by the customer.

8.3. If we culpably violate an essential obligation or a cardinal obligation, then we are liable for damages in the case of gross negligence; in the case of negligence liability is limited to replacement of goods supplied by Corporis Medical.

8.4. Unless otherwise agreed above, liability for damages vis-a-vis Corporis Medical shall be excluded; this shall not apply if liability insurance is usually taken out for material damages culpably caused by us.

8.6 Force Majeure and Limitation of Liability. Neither Party will be liable for a delay in performance of or failure to perform an obligation under this order (except an obligation to make payment promptly when due), if and to the extent such delay or failure is attributable to any cause beyond the reasonable control of such Party (the “affected party”). Such causes may include, but are not limited to, strikes, lock-outs or other industrial disturbances; acts of terrorists or other public enemies; orders of any civil or military authority; insurrection; civil disturbances, sabotage; epidemics; seismic or meteorological events and their consequences; fires or explosions; partial or entire failure of utilities; fuel shortage; unavailability of supplies; or any other cause or event not reasonably within the control of the affected Party.

Corporis Medical and its affiliates, and their respective employees, officers, directors, agent, representatives, shareholders, contractors, successors and assigns, shall not be liable

- to Customer or to any third party for any injury or damages to business, earnings, profits or goodwill caused directly or indirectly by the goods and technology delivered under this order or by reason of any breach of any warranty or other provision of this order or under any other theory of liability, including negligence or strict liability.
- for any consequential, indirect, incidental, punitive, exemplary, multiple or other damages or penalties, even if the Customer or any third party shall have been advised of the possibility of the same. Any and all claims for damages against Corporis Medical must be brought within one (1) year of the occurrence leading to a potential claim.

8.5. Limitation of the liability. Notwithstanding anything herein to the contrary, Corporis Medical's and its affiliates', and their respective employees, officers, directors, agent, representatives, shareholders, contractors, successors and assigns' liability under this order shall under no circumstances exceed an amount in aggregate equal to the lesser of Customer's payments made for the Corporis Medical goods sold under this order for one specific product delivery, with respect to all claims made.

8.7 Insurance. Customer shall at all times maintain all necessary insurance coverage with sound and reputable independent insurers at commercially reasonable levels of coverage having regard to the nature, type, scope and size of the business it conducts and all its respective activities and obligations under this order.

8.8. All claims for damages due to injury to health, body or life shall remain unaffected. Claims based on a provision of the Product Liability Act also remain unaffected.

9. Applicable Law, Place of Jurisdiction, Partial Invalidity

9.1. These General Conditions of Purchase and all legal relations between Corporis Medical and the customer are governed exclusively by the laws of the Netherlands, with the exception of international private law and to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.2. The place of performance for all obligations arising from the contractual relationship is Maastricht. The place of jurisdiction for all disputes arising from and in connection with contracts between Corporis Medical and the customer, insofar as the customer is a merchant or a legal entity equivalent in Dutch Code of Civil Procedure, is Maastricht; however, Corporis Medical shall also be entitled to file a suit against the customer at the location of the customer's registered office.

9.3. Should a provision in these General Conditions of Purchase or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.