

GENERAL TERMS AND CONDITIONS OF SALE (GTCS) FOR EXIAS MEDICAL GMBH

1 Scope of application

1.1

These Terms and Conditions of Sale ("GTCS") apply to all purchase agreements, contracts for work and service agreements concluded by EXIAS Medical GmbH ("EXIAS"), however these may be referred to individually and even if they are not expressly indicated in an order confirmation or similar document. Insofar as specific terms may only be found in a certain type of agreement, the respective provisions apply accordingly to the other types of agreement.

1.2

Where the term "Buyer" is used throughout the following, this refers in particular to the contractual partner who commissions EXIAS for the performance of a delivery, task or service. By placing an order or commission, the Buyer also agrees to the application of the GTCS, in its currently valid version, to future transactions.

1.3

Other GTCS and/or GTCP of the Buyer or deviations shall only be valid if these have been expressly accepted by EXIAS in writing for each individual case. In this event, these shall apply only to the specific business case. A lack of response with respect to documents sent to EXIAS—such as orders, confirmations, invoices, etc.—does not in any case constitute acceptance of other GTCS and/or GTCP. The GTCS also apply where EXIAS makes deliveries to the Buyer without reservation and/or accepts payments without objection in the knowledge of conflicting conditions on the part of the Buyer.

2 Orders and commissions

2.1

Orders and changes to said orders are only valid if confirmed by EXIAS in writing (via letter or email).

2.2

EXIAS is expressly permitted to subcontract orders to others, including subcontracting the entire order.

2.3

Should an application for the opening of insolvency proceedings relating to the assets of the Buyer be rejected, EXIAS is entitled to terminate the agreement immediately.

2.4

Following confirmation of its order by EXIAS, the Buyer is not entitled to demand any changes in respect of the goods ordered, in particular with regard to the specifications, drawings, design, construction, time and place of delivery, packaging, quality, quantities and means of transport. EXIAS will make all reasonable endeavours to comply with any request made by the Buyer to change an order, however the Buyer is not entitled to this.

3 Delivery

3.1

The delivery address for deliveries/services rendered by EXIAS is the destination specified in the order confirmation. If no destination is provided in the order confirmation, the delivery address shall always be the head office of the Buyer as per the order.

3.2

Where the application of special Incoterms (in their current version) have been agreed between the Buyer and EXIAS, the provisions of said Incoterms shall apply. Otherwise, "delivery *ex works*", as defined in INCOTERM 2010 EXW, shall be deemed to have been agreed, irrespective of the means of transport chosen. Where the express consent of EXIAS has not been given for the application of other delivery conditions, delivery according to other conditions shall be excluded.

3.3

Delivery periods begin from the sending of the order confirmation by EXIAS. Each agreed delivery date and deadline is subject to a grace period of five working days. Adherence to the above is contingent upon the date of arrival at the delivery address. Early deliveries or the early rendering of services by EXIAS, as well as partial deliveries and partial services, are permitted. In the case of early delivery, payment periods shall begin from the delivery date.

3.4

A penalty for late delivery by EXIAS is expressly excluded.

3.5

In the event of a delayed delivery, a grace period of at least 14 working days must be granted, within which EXIAS is permitted to make up for the delayed delivery. Before the grace period expires, or in the event of failure to set a grace period, the Buyer is not entitled to terminate the agreement on the grounds of delayed delivery.

3.6

Returns, irrespective of reason, shall be made at the expense and risk of the Buyer.

4 Pricing and payment

4.1

Unless otherwise agreed in writing, the prices stated in quotations, order confirmations and the like shall be exclusive of packaging and transport costs, as well as all applicable taxes and duties; these prices shall be fixed and therefore not subject to change until the full scope of delivery and services has been fulfilled as per the order.

4.2

The Buyer expressly agrees to the electronic submission of invoices. EXIAS is entitled to send the invoice to an e-mail address that is provided on the order or request. If an e-mail address cannot be found on the order or request, the invoice may be sent to an e-mail address listed on the Buyer's website or social media profile, or via which the Buyer has had previous correspondence with EXIAS.

4.3

If no special agreement has been made, payment shall be made within 30 days net. The payment period begins upon receipt of the delivery or invoice, whichever date occurs earlier. This applies to both net payments and payments to which an early payment discount applies. In the event of a default in payment, all outstanding invoices are due for payment immediately.

4.4

Payments must be made exclusively by bank transfer to the EXIAS account detailed in the order confirmation. Where an alternative payment method has been agreed in individual cases, any costs associated with this payment method—such as fees or charges—are to be borne by the Buyer.

4.5

The Buyer is not entitled to set off any claims against claims made by EXIAS.

4.6

The assertion of a defect that is subject to warranty obligations does not entitle the Buyer to postpone payment.

4.7

Unless otherwise agreed, any risk associated with the deliveries and services to be provided by EXIAS shall be transferred to the Buyer upon dispatch of the goods by EXIAS. This also applies accordingly to partial deliveries and the partial rendering of services.

4.8

All goods remain the property of EXIAS until full payment has been received. Partial deliveries and partial services also remain the property of EXIAS until the entire delivery has been paid for in full.

4.9

In the event of a default in payment, EXIAS is entitled to claim back the retained-ownership goods, without granting a grace period. Claiming back the goods shall only be considered a withdrawal from the agreement if EXIAS declares this expressly in writing. In any event, EXIAS is entitled to charge a reasonable usage fee for the period during which the goods remained on the Buyer's premises. The reclaiming of goods and withdrawal from the agreement have no influence on the transfer of risk to the Buyer, which has already previously taken place.

4.10

Should third parties—for whatever reasons—assert claims to the retained-ownership goods or, in the case of an extended retention of ownership, to the claim assigned to EXIAS, the Buyer is obligated to inform EXIAS of this and to inform the third party of the (extended) retention of ownership.

4.11

EXIAS is entitled to charge an appropriate fee for the preparation of quotations, plans, cost estimates and the like.

5 Warranty

5.1

The warranty period is six months from receipt of the goods by the Buyer. This also applies for hidden defects.

5.2

In the case of partial deliveries, the warranty period shall begin on the date of partial delivery. The warranty period shall not be suspended for the period of time taken to carry out improvement work in order to successfully remedy the defects or to ascertain the remedy's definitive failure.

5.3

Pursuant to Sections 377 et seqq. of the Austrian Commercial Code (UGB), the time limit for asserting a notice of defects is ten working days. If the notice of defects is not submitted in writing within this period, the goods shall be deemed to be accepted, with the corresponding legal consequences.

5.4

Any information on possible uses and applications, technical advice or other information is provided to the best of our knowledge, however is non-binding—including with respect to any property rights of third parties—and does not exempt the Buyer from conducting their own inspection of our products in order to ascertain their suitability for the intended uses.

6 Liability

6.1

EXIAS' liability with respect to the Buyer is limited to intent and gross negligence, except in cases of bodily injury. Should the Buyer assert liability claims against EXIAS, it must assert and prove all relevant circumstances, in particular that EXIAS is at fault.

6.2

The limitation period for claims for damages made by the Buyer is six months from the date of discovery of the damage and the liable party, in any case within three years from the occurrence of the damage.

7 Confidentiality

7.1

Models, templates, drawings, slogans and other aids and specification documents remain the material and intellectual property of EXIAS. These documents and aids may not be made available or forwarded to third parties without the consent of EXIAS, unless this is necessary for the fulfilment of the Buyer's contractual obligations. These may not be copied, stored or otherwise retained by the Buyer in any form whatsoever. Following the execution of contractual obligations by both parties, they shall be returned free of charge.

7.2

The Buyer undertakes to maintain all EXIAS trade and business secrets of which it becomes aware during the initiation of an agreement or the execution of contractual obligations, and undertakes to comply with all data protection regulations. This obligation to maintain business and trade secrets shall also apply for an unlimited period of time following the termination of the business relationship. If the disclosure of information to third parties is mandatory and unavoidable for the purpose of fulfilling the agreement, the Buyer shall impose the confidentiality obligations under these provisions on the third party in a legally binding manner prior to said disclosure. Any further disclosure requires the express written consent of EXIAS.

7.3

A contractual penalty of €50,000.00 is agreed for each instance where the abovementioned obligation to maintain confidentiality is violated. The right to claim for damages in excess of this amount remains unaffected.

7.4

Only where express written consent has been granted by EXIAS is the Buyer permitted to use EXIAS trademarks, plans and other company symbols, to mention its business connections to EXIAS and provide details about said connections, or to name EXIAS as a reference.

8 Force majeure

8.1

Should events of force majeure prevent EXIAS from fulfilling the agreement as agreed, EXIAS shall inform the Buyer of this within a reasonable time period. If an event of force majeure makes the timely performance of a contractual obligation impossible or the event lasts longer than a period of four weeks, EXIAS is entitled to terminate the agreement with immediate effect.

9 Concluding provisions

9.1

All agreements, subsequent additions and ancillary agreements must be made in writing.

9.2

This agreement is subject to Austrian law, with the exception of the relevant conflict of laws provisions and the UN Sales Convention.

9.3

In case of disputes, it is agreed that these shall be subject to the jurisdiction of the respective competent court in Graz. In the case that there is more than one relevant court, the plaintiff may select the court before which to bring the dispute.

9.4

Should there be any contradictions between the GTCS and the order confirmation from EXIAS, the order shall be given precedence. Should individual provisions of an agreement be or become invalid, the validity of the remaining provisions, and the agreement as a whole, shall remain unaffected. In such a case, a provision shall be deemed agreed that most closely corresponds to the legal and economic purpose of the invalid provision.