

General Terms and Conditions of Sale

Valid from 01 January 2019

Lysistech GmbH (Deutschland) • Freihamer Str. 2 • 82166 Gräfelfing

1. Definitions

For the purposes of these Terms and Conditions the terms listed below have the following meaning:

- 1.1. The term "Supplier" means Lysistech GmbH (Germany).
- 1.2. The term "Customer" means the companies, hospitals and practices which enter into a contract with the "Supplier" for the supply of a "Product".
- 1.3. The term "Product" means an item which was prepared, produced or packaged by the "Supplier" or another company associated with it and which was ordered by the "Customer" under the terms and conditions specified hereunder.

2. Applicability of the Terms and Conditions

- 2.1. These Terms and Conditions apply to all offers made or orders for Products accepted by the Supplier.
- 2.2. The applicability of the Customer's terms and conditions of purchase is hereby rejected.
- 2.3. These Terms and Conditions constitute the sole terms and conditions. There are no other terms and conditions, warranties or interpretations of these Terms and Conditions which have been expressed in writing or implied.

3. Offers

Any offers made by the Supplier are subject to change and non-binding. The Customer's orders are not binding on the Supplier even if they are placed on the basis of an offer made by the Supplier. A contract will only be first concluded if the Supplier confirms the order in writing or implicitly by supplying the ordered Products.

4. Prices and payment

- 4.1. The prices specified in the non-binding offers will apply for 60 days from the offer's issue date. After that period, the prices in the written confirmation will apply provided no valid objection to this was raised. The prices specified in the written confirmation for the Products will apply for six weeks. After that time the Supplier reserves the right to increase the prices for the Products to the extent that this is necessitated by an increase in the market purchase prices.
- 4.2. Unless agreed otherwise, the prices stated are exclusive of statutory value-added tax.
- 4.3. The invoice will be issued on the day of dispatch.
- 4.4. The invoices must be paid in full within 30 days. Invoices for services (e.g. repairs) must, as a rule, be paid IN FULL and immediately. If the payment term of 30 days is exceeded late payment interest will be due at a rate of 5% above the current main refinancing rate (previously: minimum lending rate).
- 4.5. All payments must be made in the currency stated on the invoice.
- 4.6. The Customer is not entitled to exercise any off-setting or retention rights unless the Customer's counterclaims have been adjudicated and found to exist by res judicata court judgment or are undisputed.

5. Terms of delivery

- 5.1. The Products will be delivered free domicile. (Except in the case of intermediate trade.) All freight and packaging costs will be borne by the Supplier. Should an express delivery be necessary because of the delivery date requested by the Customer, the additional shipping costs will be borne by the Customer.
- 5.2. The seller will make every effort to meet its contractual obligations as best it can with regard to the delivery dates specified at the Customer's request. However, delivery periods and dates are only approximate indications and do not constitute a fundamental contractual obligation. Therefore, late delivery will not constitute a breach of contract.
- 5.3. The transport risk will be borne by the Customer. Risk, and simultaneously ownership, transfers to the Customer upon handing the goods over to the freight forwarder or carrier, and no later than when the goods leave the factory or warehouse (modified CPT).
- 5.4. The Supplier reserves the right to make partial deliveries within the bounds of what is reasonable for the Customer unless full deliveries are expressly requested of the Supplier in writing. All partial deliveries, if invoiced separately, must be paid for by their respective due date regardless of any subsequent partial delivery.

6. Cancellation and exchange

- 6.1. The Customer may return the Products delivered to be issued with a credit note or cancel the Products ordered provided the following conditions are met:
 - a) The Customer must request the written consent of the Supplier, state as a reference the original invoice number and submit the original invoice. The submission of the original invoice is required in the event of a cancellation.
 - b) The Customer will accept an administration fee of 10% of the invoice amount for the Product.
 - c) The Customer will bear all costs incurred in connection with any repair or restoration of the Products exchanged which may be required.
- 6.2. The Supplier accepts no liability for the shipment of Products which are returned to the Supplier without his prior consent.
- 6.3. Products cannot be returned if the invoice date is three months or more in the past.
- 6.4. The return of Products delivered in a sterile condition is generally excluded.

7. Dimensions, weights, quantities

The dimensions, weights or quantities of the consignment are established theoretically, stated as final on the seller's dispatch notification and constitute the basis for invoicing unless the Customer has informed the Supplier within seven days of arrival of the goods in writing of any discrepancies and has given the Supplier an appropriate opportunity to inspect the goods before they are used, processed or sold.

8. Warranty

- 8.1. The Supplier warrants that the Product will be delivered in good working order in accordance with the operating instructions.
- 8.2. The Customer must inform the Supplier in writing without delay, and no later than within seven days of receipt of the delivered goods, of any defects. Defects which even a careful inspection of the consignment cannot reveal within this period of time must be notified to the Supplier in writing immediately upon their discovery.
- 8.3. It is up to the Supplier to decide whether to repair or replace a malfunctioning Product which is returned within the warranty period. The Customer must present sufficient proof of purchase in order to assert any warranty claims. Any transport costs incurred as a result of the remedial work or subsequent delivery shall be reimbursed by the Supplier within reasonable limits.
- 8.4. The warranty for a Product is also subject to the following conditions:
 - a) compliance with the operating instructions issued by the Supplier for the Product;
 - b) proper storage and maintenance of the Product and
 - c) no alterations or additions were made to the Product by staff who were not authorised by the Supplier.

9. Limitation of liability

- 9.1. Liability for any damage or malfunction resulting from incorrect operation is excluded. Liability is also excluded for inappropriate use of the Product, normal wear and tear and any custom-made features implemented according to the Customer's instructions.
- 9.2. Claims for damages against either the Supplier or its vicarious agents/statutory representatives which arise from a positive breach of a contractual obligation, from culpa in contrahendo or from a tortious act are excluded unless they are based on an act of wilful intent or omission, or gross negligence. This applies also to claims for damages due to non-performance, but only to the extent that damages are claimed for indirect damage or consequential damage unless the liability is based on an assurance intended to protect the Customer against the risk of such damage. Any liability is limited to the damage foreseeable at the time of conclusion of the contract.

10. Rescission

If, after conclusion of the contract, the Supplier becomes aware of any circumstances which call into question the Customer's creditworthiness or give rise to concerns that the Customer may not be able to fulfil fundamental contractual obligations, the Supplier is entitled to rescind any and all contracts with the Customer by a written declaration without a prior warning of non-performance.

11. Applicable law, jurisdiction, severability

11.1. These Terms and Conditions of Sale and all legal relations between the Supplier and the Customer are governed by the laws of the Principality of Liechtenstein.

11.2. The place of jurisdiction for any and all claims by the Parties is Vaduz, Liechtenstein.

11.3. Should any of the provisions in these Terms and Conditions of Sale or any provision within the scope of other agreements be or become invalid, the validity of the remaining provisions or agreements will not be affected thereby.