

General Terms and Conditions for Purchase

1. Scope of application

These General Terms and Conditions for Purchase (GTCP) apply to any orders placed by Ondal Medical Systems GmbH and its associated companies. The supplier's terms and conditions named in their General Terms and Conditions, General Terms of Sale or confirmation of order are hereby explicitly excluded. Acceptance of confirmations of order or of deliveries without reserve shall not constitute acknowledgement of any such conditions. Diverging contractual terms shall be agreed explicitly and in writing.

2. Orders

Supplier's quotations shall be submitted in written form and shall be free of charge for us. Our orders are always placed in written form. Orders placed in oral form shall only be binding if they are promptly confirmed in written form.

If framework contracts with suppliers exist, orders may be placed by data exchange or by e-mail. The order shall only be effective if the agreed conditions are adhered to and if the supplier promptly confirms the order. Amendments to the framework contract, such as different order quantity or time of delivery, shall be made in writing.

If the supplier has objections concerning the conditions required by us, they have to inform us of this promptly in writing.

3. Prices and terms of payment

The supplier shall be bound to their quotation prices. They shall give notice of any price increase 6 weeks in advance. Placed orders shall be performed at the previous price unless the period of delivery is more than 4 months at the time of notice. Effective price increases entitle us to withdraw from the contract. Price regulations in framework contracts or individual contracts take priority on the GTCP.

If a third party offers us the delivery item at better conditions, we grant the supplier the right to supply the delivery item at that price. If the supplier does not exercise this right, we shall be entitled to withdraw from the contract.

The purchase price becomes due after provision of services by the supplier as agreed upon and after receipt of invoice. The date of receipt results from our receipt stamp. Unless explicitly agreed otherwise, payment shall be made within 14 days by deducting 3 % or within 30 days net under restriction of correct delivery and mathematical accuracy. If a defect that is subject to warranty is determined, we shall be entitled to retain payment until warranty obligation has been fulfilled.

4. Dates of delivery

Our dates of delivery are dates of receipt and are binding. If a day of delivery is determined, this shall be a fixed date. If a calendar week is named, delivery shall be carried out at the latest by Friday of that week.

Early deliveries and partial deliveries require our consent. If the delivery is not carried out on the due date, it shall be incumbent on the supplier to prove that it was not their fault.

If the supplier is in default, we can, of our own choice, demand subsequent performance, claim damages for delay instead of performance or withdraw from the contract. Furthermore we are entitled to renounce the performance and to carry out a covering purchase at the supplier's expense. In this case, the supplier shall pay any additional costs and the damage caused by delay.

It shall be incumbent on the supplier to prove that they are not liable.

5. Terms of delivery

The required shipping documents (origin, order number, parts list, item numbers, commodity code, sales tax identification number) shall be attached to any delivery. Goods that are packed into boxes, folding boxes etc. shall be packed in a way that they fit on pallets and shall be secured for transport. The costs for packaging and transport shall be included in the price. If otherwise agreed, costs of packaging and transport shall be separately shown on the invoice. If the transport costs are borne by us, the transport risk shall be insured by the supplier.

Concerning measures, weights and quantities of a delivery, the values determined at incoming inspection are binding.

If a contractual penalty has been agreed for delay of delivery, the right to the contractual penalty also remains if it is not explicitly claimed upon acceptance of delivery. The right to claim additional indemnities also remains without a special reserve upon acceptance.

6. Invoices/credit notes

Invoices/credit notes shall be separately sent to our accountancy department in triplicate after delivery. The following additional specifications shall be made: number and date of the order, date of delivery, parts list for every packaging unit.

Excess quantities shall not be paid, shortfall quantities shall be credited.

7. Quality requirements

The supplier is obliged to comply with our specification. In case of purchase by sample, the specification results from the sample. Concerning machines, devices, vehicles and other technical equipment, the corresponding statutory DIN regulations and accident prevention regulations shall be adhered to and adherence shall be proved by certificates, as far as is customary.

The supplier is obliged to carry out a pre-delivery inspection according to DIN 9001-9004. The test requirements shall be coordinated with us.

The supplier shall guarantee that no patents or industrial property rights of third parties are infringed by delivery and use of their performance. The supplier shall hold us harmless from claims of third parties that are claimed as a result of any such infringement.

8. Warranty

Deviations from the specification, from the requirements and the delivery quantity shall be considered to be a defect. If a delivery of equal goods shows an accumulation of defects in a partial quantity, we shall be entitled to reject the whole delivery.

If defects exist, we are entitled to claim, of our own choice, subsequent performance (rework or replacement) and, after occurrence of delay, withdrawal, abatement, damages or compensation of wasted expenditure. Damages include loss for delay of performance, the corresponding additional expenses (§ 439 para. 2 German Civil Code), consequential harm caused by a defect and costs of recall, even if recall is carried out preventively to avoid damage.

The warranty period shall be 24 months starting upon delivery at the place of performance, unless anything else was agreed contractually. If the statutory warranty period is longer, it shall apply.

The supplier indemnifies us from recourse actions that result from defects of products supplied by them.

Notice period for apparent defects shall be 1 month from delivery; for other, especially hidden defects, it shall be 1 month from ascertainment of the defect.

Any notice of defects interrupts the warranty period concerning the defective delivery. In case of replacement or rework, the warranty period starts again. The supplier's liability is as it was for the original delivery item, including but not limited to costs for transport, travel and work.

Settlement of the invoice does not imply that warranty claims are waived.

9. Product liability insurance

The supplier shall contract and maintain expanded product liability insurance for the period of business relationship. We are entitled to demand a corresponding cover note of the supplier's insurance company.

10. Tools, moulds, master copies

Tools, moulds, master copies or the like that are produced on our account pass into our property upon completion. The supplier shall mark these as our property, store them free of charge and separately, maintain and repair them. Our property shall only be used for production of our products. The supplier shall release our property on our request at any time. If the production costs are not paid yet (amortisation), release of our property is performed against payment of the outstanding amount.

The supplier is obliged to provide any information concerning the products delivered by them which is necessary for us to comply with our statutory and contractually agreed duties to keep record and to disclose regarding our customers or regarding the authorities.

11. Foreign trade legislation

On request, the supplier is obliged to name the country of origin of the goods and to hand over the certificates of origin that are required for export. The supplier is liable for the correctness of given information.

If we do not obtain a required export licence, we are entitled to withdraw from the contract.

12. Secrecy

The supplier is obliged to keep secret any trade and business secrets that become known to them, especially any information concerning our products, such as drawings, drafts and the like and not to disclose these to third parties.

13. Miscellaneous

Cession of claims against us is only permitted with our consent. If any provision of these GTCP is invalid, the other provisions of the contract and the GTCP remain unaffected.

The law of the Federal Republic of Germany applies.

We are entitled to save and process the supplier's data within the scope of our business relationship according to the German Data Protection Act.

The place of performance for deliveries and services shall be determined in the individual contracts.

Place of jurisdiction is Fulda.

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