

General Terms and Conditions of Sale

Version 1.1 dated 7/2015

1. Acceptance and Scope of these terms

1.1 These general terms and conditions of sale ("**GTC**") shall apply to all sales of goods and services by ZELLMECHANIK DRESDEN GmbH ("**ZELLMED**") to a customer requiring to purchase such goods or services ("**Purchaser**").

1.2 Any withstanding, amending or deviating terms and conditions of Purchaser shall not apply, even if ZELLMED, knowing of such terms and conditions of Purchaser, does not object to them explicitly, and continues to deliver to Purchaser without any objection.

1.3 Any of the following shall constitute Purchaser's unqualified acceptance of these GTC: (i) written acknowledgement of these GTC; (ii) issuance or assignment of a purchase order for the purchase items thereunder; (iii) acceptance of any shipment or delivery of product(s) thereunder; (iv) payment for any of the purchase items; or (v) any other act or expression of acceptance by Purchaser.

1.4 These GTC shall only apply vis-à-vis commercial customers and with respect to commercial transactions. Purchaser confirms that it is a natural or legal person or a partnership with legal personality, which in concluding this contract is entering into a legal transaction in the exercise of its commercial or freelance activity.

1.5 These GTC shall apply to all transactions (including future ones) between ZELLMED and Purchaser in the version current at the time of the conclusion of such transaction, even if their application has not been expressly agreed again.

1.6 Besides, ZELLMED shall have the right to amend the then current GTC subject to prior written notification, including information on the right to object, of Purchaser and the envisaged amendments shall become effective unless Purchaser objects within 2 (in words: two) weeks after receipt of such notice.

2. Conclusion of Contract, Orders

2.1 Unless otherwise agreed, any offers of ZELLMED are subject to change.

2.2 Any binding contract on the sale of a purchase item ("**Purchase Item**") requires either (i) an offer of ZELLMED explicitly marked as binding, accepted by Purchaser or (ii), upon any Purchaser's order (oral or otherwise), an order confirmation of ZELLMED in writing. The content of the respective contractual relationship and the scope of delivery as laid down in any binding offer or order confirmation from ZELLMED shall be legally binding.

2.3 Unless otherwise agreed, any advice given to Purchaser before placing the order shall be non-binding; the same shall apply to any specifications of samples and specimens. It remains up to Purchaser to satisfy itself that the Purchase Item is suitable for its purposes. ZELLMED may, at Purchaser's request, provide technical assistance, advice and information, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed, however, that ZELLMED is under no obligation to provide such technical assistance and/or information. To the extent such technical assistance and/or information is provided to Purchaser by ZELLMED, the disclaimers and limitations of liability contained in these GTC shall be applicable.

3. Deliveries, Returned Products

3.1 ZELLMED's contractual obligation to deliver the Purchase Item is subject to ZELLMED's receipt of correct and timely delivery itself from its suppliers. This condition shall only apply in case ZELLMED is not responsible for non-delivery, in particular if it has placed a corresponding order with its suppliers. If delivery is not made by its supplier to it, (i) ZELLMED shall notify Purchaser immediately, and (ii) ZELLMED is entitled to withdraw from the contract, with any payments of Purchaser to be refunded immediately.

3.2 Delivery times given by ZELLMED in offers and order confirmations are non-binding, except otherwise explicitly agreed. However, if binding delivery periods and/or delivery dates have been agreed, ZELLMED's obligation to comply with the agreed delivery period or delivery date shall be subject to the prompt fulfillment of contractual duties on the part of Purchaser, in particular such duties as the payment of any agreed amounts and, if applicable, the provision of agreed security. If Purchaser fails to meet its contractual duties, ZELLMED shall have the right to extend or postpone the delivery period and/or the delivery date. ZELLMED reserves the defense of non-fulfillment of the contract (*Einrede des nicht erfüllten Vertrages*). A binding delivery period begins at the earliest upon the sending of the order confirmation by ZELLMED to Purchaser, however not prior to clarification of all technical questions and

all details of the performance of the order with Purchaser. Delivery dates shall be postponed by the period of time required for clarification of all technical questions and all details of the performance of the order.

3.3 Except otherwise explicitly agreed, if the Purchase Item has to be dispatched, this is carried out from ZELLMED's respective warehouse on the account and at the risk of Purchaser. ZELLMED is free to choose the carrier and the forwarding company and the means of transport. ZELLMED reserves the right to choose the method of packaging. Partial deliveries (installments) are permissible and may be invoiced by ZELLMED immediately.

3.4 Risk of accidental loss (*Gefahr des zufälligen Untergangs*) is transferred to Purchaser upon dispatch of the Purchase Item. ZELLMED is not obliged to insure the Purchase Item, or to have it insured, against damage in transit. Loss of or damage to the products, after the risk of such loss or damage has passed to Purchaser, does not discharge Purchaser from its obligation to make full payment of the purchase price. If the dispatch of the Purchase Item is delayed owing to circumstances for which Purchaser is responsible (including a delay to or lack of acceptance (*Annahmeverzug oder -verweigerung*)), the risk of accidental loss of the Purchase Item to be delivered (also while in storage at ZELLMED) passes to Purchaser from the time of the delay on. In case of such delays, any costs incurred by ZELLMED due to the delay in delivery (in particular warehouse costs and charges) must be borne exclusively by Purchaser. In case of accidental loss during a delay to acceptance (*Annahmeverzug*) on the part of Purchaser, ZELLMED is released from its performance obligation; however, Purchaser remains obliged to make full payment.

3.5 Purchaser may, notwithstanding any contractual or statutory rights, not cancel any binding order or return the already accepted Purchase Item without ZELLMED's prior express written consent.

3.6 ZELLMED is entitled to withdraw (*zurücktreten*) from or terminate (*kündigen*) the contract if it becomes apparent that Purchaser is not creditworthy, in particular in case of (i) a protest regarding a bill of exchange (*Wechselprotest*) or a cheque (*Scheckprotest*) occurs, (ii) payments by Purchaser stop, (iii) an unsuccessful enforcement attempt against Purchaser, or in case of an oath of disclosure (*Offenbarungseid*); including where such event has not necessarily occurred between ZELLMED and Purchaser, or (iv) it becomes apparent that Purchaser has provided inaccurate information regarding its creditworthiness and this information is of considerable importance.

3.7 Irrespective of the reason for any return of a Purchase Item, any return must be coordinated with ZELLMED prior to return. ZELLMED reserves the right to request a disposal of the Purchase Item or parts thereof instead of return. Title to the returned Purchase Items, if already acquired by Purchaser, shall retransfer to ZELLMED upon delivery of the products to ZELLMED's facilities. The products shall be returned in their original packaging.

4. Prices, Taxes, Payment, delayed Payments

4.1 Unless otherwise specified in the contract, the price for the ordered Purchase Item shall be charged in accordance with the applicable prices at the delivery date. The price lists of ZELLMED shall apply.

4.2 Unless otherwise specified in ZELLMED's order confirmation and/or offer, all prices are given in EUR.

4.3 Any tax, duty, custom or other fee of any nature ("**Tax**") imposed in connection with any transaction governed by these GTC by any governmental or quasi-governmental authority shall be paid by Purchaser in addition to the price quoted or invoiced. In the event ZELLMED is required to prepay any such Tax, Purchaser shall fully reimburse such Tax prepayment to ZELLMED.

4.4 To the extent that ZELLMED's price lists do not provide for advance payment, ZELLMED shall be entitled to demand advance payment for outstanding deliveries and to call for immediate payment of all other claims arising out of the business relationship in the event of delay of payment (*Zahlungsverzug*), or the existence of reasonable grounds for doubting Purchaser's solvency (*Zahlungsfähigkeit*) or credit worthiness (*Kreditwürdigkeit*).

4.5 In case of delay of payment (*Zahlungsverzug*) by Purchaser, ZELLMED shall be entitled, notwithstanding further statutory rights: (i) to charge interest on all amounts due and unpaid after the due date at the maximum rate permitted by applicable law until full payment is received, in any event at least 8% (in words: eight per cent) p.a. above the base interest rate of the European Central Bank, and (ii) to terminate the order and suspend any further deliveries to Purchaser.

4.6 Any right of Purchaser to withhold payment or to set off (*Aufrechnung*) any amounts due against counter-claims on his part, e.g. pricing or invoicing complaints, shall be explicitly excluded, unless such counterclaims are uncontested or legal title exists.

4.7 In the event that ZELLMED has a right to withdraw from the contract, all payment claims against Purchaser, regardless of their legal basis, shall become due for immediate payment.

5. Additional Obligations of Purchaser

5.1 The Purchase Item supplied by ZELLMED is to be used solely for research purposes and was constructed and built for this purpose. The Purchase Item is exclusively intended for temporary use in laboratories. The Purchase Item may not be used by Purchaser or by third parties for medical purposes, in particular within the meaning of the German Medical Products Act (*Medizinproduktegesetz*).

5.2 Purchaser shall independently verify whether the Purchase Item can be used in accordance with the legal regulations applicable to it. Purchaser shall not assert any rights against ZELLMED as a result of any limitations.

5.3 Purchaser acknowledges that there are hazards associated with the use of the Purchase Item, that it understands such hazards and that it is the responsibility of Purchaser to warn and protect all those exposed to such hazards.

5.4 Purchaser is also under the obligation to inform ZELLMED immediately of any risks it becomes aware of resulting from the Purchase Item.

5.5 Purchaser is under the obligation to familiarize itself, its employees and other third parties who will work with the Purchase Item in accordance with the designated use with all operating manuals, handbooks and other user information provided by ZELLMED and to instruct the aforementioned persons correspondingly in the handling, use, configuration, storage, transport and disposal of the Purchase Item. At the request of Purchaser, ZELLMED shall hold corresponding training sessions for the aforementioned persons on the basis of an agreement to be concluded separately.

5.6 Purchaser shall at all times be solely responsible for: (i) obtaining any necessary intellectual property permissions for the use of the Purchase Item, (ii) compliance with any and all applicable legal requirements and generally accepted industry standards, (iii) conducting all necessary testing and verification, including for fitness for the intended purpose, prior to the use of the Purchase Item purchased from ZELLMED, (iv) compliance with legal requirements in case the Purchase Item is sold by Purchaser.

5.7 Purchaser shall indemnify and hold ZELLMED, its corporate affiliates, any entity under majority control of ZELLMED and all agents, employees, and representatives, harmless from and against any and all claims, damages, losses, costs or expenses (including attorney's fees) arising in connection with Purchaser's use or sale of the Purchase Item, resulting from Purchaser's breach of the provisions of these GTC, or arising from the negligence, recklessness or misconduct of Purchaser.

6. Warranties

6.1 With respect to any Purchase Item to be delivered by ZELLMED, the Parties agree on the following material characteristics (*Beschaffenheit*) and scope of the warranties of ZELLMED:

6.1.1 Purchaser acknowledges that the Purchase Item is not certified and also has not in any other way passed through an administrative approval procedure or inspection procedure, in particular not in accordance with the German Medical Products Act (*Medizinproduktegesetz*) or the German Product Safety Act (*Produktsicherheitsgesetz*).

6.1.2 Purchaser is aware that the Purchase Item is the outcome of an ongoing research project and therefore subject to continuous further development. ZELLMED is entitled but not obliged to adapt the specification of the Purchase Item to the respective current status of the research, to the extent that this does not impair the intended usability of the Purchase Item in accordance with the specification.

6.1.3 No agent, employee or other vicarious agents (*Erfüllungsgehilfen*) has the right to modify or extend ZELLMED's standard warranty applicable to the Purchase Item or to make any representations as to the Purchase Item other than those set forth in ZELLMED's applicable published specifications, and any such affirmation, representation or warranty, if made, should not be relied upon by Purchaser and shall not form a part of this contract.

6.2 Any warranty provided by ZELLMED will not apply in the event of:

6.2.1 failure to install, use or maintain the Purchase Item in accordance with any instructions, specifications, use statements or conditions of use made available by ZELLMED in writing to Purchaser, such information to include but is not limited to product data, product information, limited use information, limited use label licenses;

6.2.2 use of the Purchase Item that, according to documentation accompanying it, is intended for research use only, for any other purpose, which includes but is not limited to, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption by or application to humans or animals;

6.2.3 any installation, repairs, modifications, upgrades, maintenance or other servicing by a third party that is not approved by ZELLMED;

6.2.4 normal wear and tear of the Purchase Item, lack of proper maintenance or incorrect stocking conditions; or

6.2.5 use of the Purchase Item beyond the shelf life or expiration date as set forth in the applicable published specifications or labels.

6.3 The Parties agree on the following duties of Purchaser in relation to inspections:

6.3.1 Purchaser shall inspect the delivered Purchase Items immediately upon receipt and without delay notify ZELLMED in writing or text format of any obvious defects. Defects which despite immediate and proper examination by Purchaser, only become apparent at a later point in time must be notified to ZELLMED in writing or in text format by Purchaser immediately upon discovery.

6.3.2 Complaints notified to forwarding agents or third parties do not constitute a notification of ZELLMED in due form and shall therefore be deemed void.

6.3.3 In the event that Purchaser claims non-conformance of the Purchase Item, ZELLMED shall have the right to inspect such Purchase Item on Purchaser's premises. Purchaser shall grant ZELLMED the necessary time and opportunity. As an alternative, the Parties may seek confirmation with respect to the non-conformance of the Purchase Item in question by way of an inspection carried out by a third-party laboratory; such third-party laboratory must be acceptable to both parties and carry out the respective inspection within a reasonable time frame. If the results of the inspection confirm the non-conformance of the Purchase Item, the respective costs shall be borne by ZELLMED; if the inspection does not confirm non-conformance of the Purchase Item, the costs of the inspection shall be borne by Purchaser.

6.3.4 ZELLMED shall assume no warranty or liability for any complaints of Purchaser that do not comply with the stipulations of this clause 6.3.

6.4 Purchaser, in case of any complaint in accordance with clause 6.3 about warranties, shall, subject to the limitation period in 6.5, have only the following rights for the Purchase Item:

6.4.1 In the event of a material defect (*Sachmangel*) or a defect of title (*Rechtsmangel*), ZELLMED shall provide subsequent performance by remedying the defect or delivering a product without defects. Purchaser shall not have the right to request a specific type of subsequent performance.

6.4.2 If Purchaser has not yet effected payment (fully or in part), ZELLMED may make subsequent performance subject to Purchaser effecting a part-payment of the purchase price proportional to the defect claimed.

6.4.3 Subsequent performance shall be deemed unsuccessful after the second unsuccessful attempt of ZELLMED, unless otherwise apparent given the type of problem or defect or other circumstances.

6.4.4 Only in the event that (i) ZELLMED seriously and finally refuses subsequent performance, (ii) subsequent performance is unsuccessful, (iii) subsequent performance is not reasonable for Purchaser, or (iv) a reasonable deadline for subsequent performance set by Purchaser has not been met, shall Purchaser be entitled (i) to withdraw (*zurücktreten*) from the contract or (ii) to reduce the purchase price accordingly. Subject to the limitations of clause 7, Purchaser may furthermore demand compensation instead of performance.

6.5 The limitation period for claims for defect is 12 (in words: twelve) months from the transfer of risk, unless a breach of warranty is caused by or fraudulently concealed by ZELLMED. A shorter limitation period shall apply if and to the extent (i) agreed between the parties and permitted by applicable laws, or (ii) the shelf life or the expiration date of the Purchase Item – in accordance with the specifications or labels of such product – is shorter than 12 (in words: twelve) months. This also applies to components of the Purchase Item.

6.6 If the Purchase Item is wholly or partly replaced in the context of the warranty, the replaced components are at the request of ZELLMED to be handed over by Purchaser to ZELLMED or to a third party specified by ZELLMED.

7. Limitation of Liability of ZELLMED

7.1 The liability of ZELLMED for damages regardless of the legal basis, in particular due to impossibility (*Unmöglichkeit*), delay (*Verzug*), defective or incorrect delivery (*mangelhafte oder falsche Lieferung*), breach of contract (*Vertragsverletzung*), breach of obligations in contractual negotiations (*Verletzung von Pflichten bei Vertragsverhandlungen*) and unlawful acts (*unerlaubte Handlung*) is, to the extent that this involves culpability (*Verschulden*), limited in accordance with this clause 7.

7.2 ZELLMED shall not be liable in the case of simple negligence (*einfache Fahrlässigkeit*) by its management bodies, legal representatives, employees or other vicarious agents (*Erfüllungsgehilfen*), to the extent that this does not relate to a breach of material contractual obligations (*vertragswesentliche Pflichten*). Material contractual

obligations include the obligation to deliver in a timely manner and where relevant, installation of the Purchase Item, its freedom from defects which materially impair its function and usage, as well as advisory, protective and due care obligations, which should facilitate Purchaser's contractual use of the Purchase Item or for the purpose of the protection of life or health of Purchaser's personnel or the protection of its property from material damage.

7.3 Where ZELLMED is liable in accordance with and on the grounds of clause 7.2, such liability shall be limited to damages which were foreseen by ZELLMED upon conclusion of the contract as a possible consequence of a breach of contract or which ZELLMED should have foreseen when exercising due care and attention (*verkehrsübliche Sorgfalt*). Indirect damages (*mittelbare Schäden*) and consequential damages (*Folgeschäden*), which are the consequence of defects in the Purchase Item, are also only liable for compensation to the extent that such damages are typically to be expected in the course of proper use of the Purchase Item.

7.4 In the event of liability for simple negligence (*einfache Fahrlässigkeit*), ZellMechanik's duty to compensate for damage to property and further financial losses (*Vermögensschäden*) resulting from this shall be limited to an amount of 100.000,00 EUR (in words: one hundred thousand) per instance of damage, even if a breach of material contractual obligations is at issue. In the event of a delivery delay on the part of ZellMechanik owing to ZellMechanik's slight negligence, the amount of default damages which Purchaser may claim shall be a maximum of 3 % (in words: three per cent) of the agreed net purchase price for each complete delivery week of delay and a maximum total of 15 % (in words: fifteen per cent) of the agreed net purchase price.

7.5 To the extent that ZELLMED provides technical information or acts in a consulting capacity and such information or consulting is not included in the contractually agreed scope of supply owed by it, this shall take place free of charge and under exclusion of any liability.

7.6 The aforementioned exclusions and limitations on liability shall apply to the same extent for the benefit of the management bodies, legal representatives, employees or other vicarious agents (*Erfüllungsgehilfen*) of ZELLMED.

7.7 The limitations of this clause 7 shall not apply to liability of ZELLMED for willful conduct, for guaranteed features, for damage to life, body or health or in accordance with the German Product Liability Act (*Produkthaftungsgesetz*).

7.8 In the event that Purchaser sells the Purchase Item unchanged or after processing, transforming, combining or mixing with other goods, the customer shall release ZELLMED internally from all product liability claims by third parties, to the extent that Purchaser is responsible for the circumstances giving rise to the liability.

8. Force majeure

8.1 Neither Party shall be responsible and held liable for any delay or default in the performance of its obligations under their mutual contract to the extent and as long as this default is caused by an event beyond its control (force majeure). The same shall apply to contractual breaches on the part of suppliers caused by force majeure. For the purposes of these GTC, an event of force majeure shall, without limitation, in particular include: (i) a state of war or civil war, declared or undeclared, (ii) fire, (iii) natural disasters like floods, storm, etc., (iv) general shortage of raw materials or inability to obtain equipment or materials, (v) restrictions on energy consumption, (vi) law-making or governmental decisions, embargos, export and import restrictions on shipping or delivery, (vii) strikes, lockouts or labor disputes of any kind (whether relating to its own employees or others), (viii) accidents, (ix) sequestration, or (x) any production failure beyond reasonable control.

8.2 Force majeure shall not be an excuse to the delay of payment (*Zahlungsverzug*).

8.3 If either party is affected by one (or more) of the events described under clause 8.1 above, it shall promptly notify the other party thereof, stating the nature of the event, its estimated duration, and actions being taken to avoid or minimize its effects.

8.4 Neither party hereto shall be under an obligation to act upon any demand or request to bring to an end any strike or other concerted act of workmen.

8.5 If, at Purchaser's request or for any reason for which Purchaser is responsible, the production or shipment of products is delayed, ZELLMED may immediately invoice Purchaser for the Purchase Item produced as well as costs and expenses incurred up to the time of the delay.

8.6 Each party shall have the right to cancel the contract by means of termination in writing or in text format if the performance thereof is prevented for more than six months according to clause 8.1.

9. Retention of title

9.1 Every Purchase Item delivered by ZELLMED shall remain ZELLMED's property in accordance with the following provisions until the agreed purchase price has been fully paid and all claims arising from the mutual business relationship have been satisfied (extended retention of title (*erweiterter Eigentumsvorbehalt*)).

9.1.1 Until such time as the title to the Purchase Item transfers to Purchaser, Purchaser shall hold each Purchase Item supplied by ZELLMED as fiduciary agent and bailee, and shall keep the Purchase Item separate from items of Purchaser and items of third parties, and properly stored, protected and insured (in an amount not less than the price of the Purchase Item payable to ZELLMED therefor) and identified as ZELLMED's property.

9.1.2 In order to facilitate identification of the Purchase Item, Purchaser shall not remove or permit the removal of any distinctive marks, including trademarks, from the Purchase Item.

9.1.3 Until such time as the title to the Purchase Item transfers to Purchaser, ZELLMED, upon a breach of duties on the part of Purchaser, in particular with respect to timely payments, shall be entitled at any time to request that Purchaser deliver up the Purchase Item to ZELLMED, and, if Purchaser fails to comply with such request, to enter the premises of Purchaser or of any third party where the Purchase Item is stored and repossess the Purchase Item.

9.1.4 In the event any of Purchaser's property is seized, ZELLMED must be notified immediately by sending a copy of the enforcement order (*Zwangsvollstreckungsprotokoll*) as well as a certified guarantee (*eidesstattliche Versicherung*) that the item seized is the Purchase Item delivered by ZELLMED and subject to a retention of title (*Eigentumsvorbehalt*).

9.2 Any disposal by Purchaser of the Purchase Item subject to retention of title (*Eigentumsvorbehalt*) is only permitted with the written agreement of ZELLMED. ZELLMED is obliged to give agreement in the absence of legitimate interests of ZELLMED to the contrary.

9.2.1 Purchaser may not grant third parties rights to the Purchase Item that are inconsistent with the retention of title (*Eigentumsvorbehalt*). In particular, the Purchase Item may not be pledged or assigned to third parties.

9.2.2 Where the Purchase Item is sold, the purchase price paid to Purchaser takes the place of the Purchase Item. Purchaser hereby assigns to ZELLMED all claims against its buyers or third parties resulting from any such sale. Purchaser is entitled to collect the claim provided it complies with its payment obligations vis-à-vis ZELLMED. With view to the extended retention of title (*Eigentumsvorbehalt*) (assignment of respective future purchase price claims), any pledge/assignment to a third party, in particular a credit institution, is not permitted. ZELLMED shall at any time be entitled to request the handing over of Purchaser's sales documents, to examine such documents, and to inform Purchaser's buyers of the preexisting assignment (*Abtretung*).

9.2.3 If Purchaser's receivables from a resale have been included in a current account, Purchaser hereby assigns its claims vis-à-vis its customer in connection with such current account to ZELLMED. Such assignment shall cover the amount charged to Purchaser by ZELLMED for the resale of the Purchase Item.

9.3 Any processing or modification of the Purchase Item by Purchaser prior to the transfer of title shall be deemed effected on behalf of ZELLMED (it being understood that this does not give rise to any claims of Purchaser vis-à-vis ZELLMED). If the Purchase Item is processed together with other objects not belonging to ZELLMED, ZELLMED acquires a co-ownership (*Miteigentum*) in the resulting new objects in the proportion of the value of the Purchase Item (final invoice total, including VAT) to the value of the other processed objects at the time of processing. In all other respects, the resulting new items shall be treated like the Purchase Item delivered subject to retention of title (*Eigentumsvorbehalt*).

9.4 If the Purchase Item is inseparably mixed with other objects not belonging to ZELLMED, ZELLMED shall acquire co-ownership (*Miteigentum*) in the new objects in the proportion of the value of the Purchase Item (final invoice total, including VAT) to the value of the other, intermixed objects at the time of mixing. If the products are mixed in such a way that the resulting Purchaser's object is to be regarded as the main object, it shall be understood that Purchaser transfers to ZELLMED co-ownership in such object on a pro-rata basis. Purchaser undertakes to safeguard the owned or co-owned objects on ZELLMED's behalf.

9.5 In the event the value of the securities according to the above clauses is going to exceed the amount of the receivables secured thereby by more than 10% (in words: ten per cent) in the foreseeable term, Purchaser shall be entitled to request that ZELLMED release such securities whose value exceeds 10% (in words: ten per cent).

9.6 The assertion of ZELLMED's rights under the retention of title (*Eigentumsvorbehalt*) shall not release Purchaser from its contractual obligations. The value of the Purchase Item at the time of repossession shall merely be set off against ZELLMED's receivables vis-à-vis Purchaser. None of the stipulations contained in this clause 9 shall be deemed to modify the provisions relating to the transfer of risk of damage to or loss of the Purchase Item as set out in clause 3 above.

9.7 ZELLMED is entitled to withdraw from the contract, if the Purchase Item subject to retention of title (*Eigentumsvorbehalt*) on the part of ZELLMED is sold or encumbered in violation of this clause 9.

10. Compliance Requirements

10.1 Export Controls, Embargos

10.1.1 Purchaser acknowledges that the Purchase Items covered by these GTC may be subject to the export control laws (including in particular but not limited to embargos and economic sanctions) of the country from which shipment is made, as well as possibly those of the United States. Purchaser further acknowledges that, depending on the type of Purchase Item, its country of destination, its designated utilization, and the identity of the parties to the transaction, inter alia such aforementioned laws may require Purchaser, either for the further transfer or reexport or for the transfer of any item into which Purchaser may incorporate such Purchase Item, to seek and obtain export licenses/authorizations.

10.1.2 Where Purchaser reexports the Purchase Item, Purchaser is the legally responsible party for determining its correct export classification, and for obtaining any necessary export licenses/authorizations.

10.1.3 Purchaser agrees to hold ZELLMED harmless from any and all liabilities or costs incurred by ZELLMED or where relevant its affiliates arising for any reason from or in connection with any export, import, regulatory, governmental or treaty violations in any jurisdiction, whether intentional or unintentional.

10.2 (Electronic) Waste

Purchaser shall be responsible for the due and proper disposal of old electrical appliances. For questions, please contact info@zellmechanik.com.

10.3 Data Protection

ZELLMED will request, process and use personal data (mainly name and business addresses of the contact person) from Purchaser to manage Purchasers' requests, claims, orders or repairs and for the continuing relationship management to Purchaser. Some of those data processing activities may be handled on behalf of ZELLMED by affiliates of ZELLMED or external service providers. These companies may be based worldwide, including areas outside the European Union like the U.S.A. For all cases involving a transfer of personal data, ZELLMED will ensure compliance with data protection regulations. Furthermore ZELLMED will transfer these data to authorities, if there is an existing legal obligation for ZELLMED to do so. Individuals have the right to access their data processed by ZELLMED and have such data updated. Subject to the legal requirements of data protection laws, individuals may also require that their data be deleted or blocked. Further information on data protection can be obtained from ZELLMED by contacting info@zellmechanik.com.

10.4 Anti Corruption Laws, U.S. Foreign Corrupt Practices Act and UK Bribery Act

10.4.1 Purchaser acknowledges that ZELLMED may be (i) subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq. (the "**FCPA**"); and, (ii) subject to other bribery and corruption laws, including without limitation the UK Bribery Act and national laws for the jurisdictions covered thereunder. Under the FCPA it is unlawful to pay or to offer to pay anything of value to foreign government officials, government employees, political candidates, or political parties, or to persons or entities who will offer or give such payments to any of the foregoing, in order to obtain or retain business or to secure an improper commercial advantage.

10.4.2 Purchaser further acknowledges that it is familiar with the provisions of the FCPA, the UK Bribery Act and applicable national bribery and corruption laws, and shall not take or permit any action that will either constitute a violation under, or cause ZELLMED to be in violation of, the provisions of the FCPA, the UK Bribery Act or applicable national bribery and corruption laws.

11. Publicity

Any marketing, promotion or other publicity material, whether written or in electronic form, that refers to ZELLMED, to any affiliates of ZELLMED including its executive officers and shareholders or to products of ZELLMED must be approved by ZELLMED prior to its use or release. ZELLMED shall give its approval provided that the legitimate interests of ZELLMED are safeguarded.

12. Confidentiality

12.1 Purchaser shall not, without ZELLMED's written consent, disclose any documents, drawings, schematics, plans, designs, specifications, confidential information, know-how, discoveries, production methods and the like that are marked confidential, proprietary or the like ("**Technical Information**") furnished to Purchaser by ZELLMED, or

on ZELLMED's behalf, for the performance of this agreement, to any person other than personnel of Purchaser. Purchaser shall take reasonable precautions against any such Technical Information being acquired by unauthorized persons and shall not employ any such Technical Information for its own use for any purpose whatsoever, including filing any patent applications disclosing or based on ZELLMED's Technical Information or publishing the Technical Information in any form, except in the performance of this agreement. ZELLMED shall retain title to all such Technical Information and Purchaser shall, at ZELLMED's request or upon completion of this agreement, return or deliver all such physical Technical Information to ZELLMED. Duplicates of Technical Information, in whichever form, shall be destroyed by Purchaser to the extent that this is factually and legally possible with reasonable effort and such destruction shall be evidenced to ZELLMED. The term "Technical information" shall not include information which is generally published or lawfully available to Purchaser from other sources or which was known to Purchaser prior to disclosure thereof to Purchaser by ZELLMED or on ZELLMED's behalf.

12.2 Purchaser acknowledges that it may be necessary to conclude a separate confidentiality agreement with ZELLMED.

13. Proprietary Rights

ZELLMED, or any affiliates of ZELLMED, are the owners of certain proprietary brand names, trademarks, trade names, logos and other intellectual property ("**Proprietary Rights**"). Except as otherwise expressly permitted by ZELLMED, no use of ZELLMED's or any affiliates' Proprietary Rights is permitted, nor the adoption, use or registration of any words, phrases or symbols so closely resembling any of ZELLMED's or any affiliates' Proprietary Rights as to be apt to lead to confusion or uncertainty, or to impair or infringe the same in any manner. Purchaser is obliged not to attack the Proprietary Rights of ZELLMED in any way either itself or through third parties or to support third parties in such an attack in any way.

14. Use of Work Results

Purchaser acknowledges that the Purchase Item is the work result of a research project spanning several years, which may considerably advance Purchaser's research. Purchaser acknowledges that it may be necessary to conclude a separate agreement with ZELLMED as to the use of the work results.

15. Software License Terms

If Purchaser is licensing software from ZELLMED, including software licensed in connection with a Purchase Item and any and all other software or firmware embedded in, loaded on, or otherwise associated with the Purchase Item (together "**Software**"), the following additional provisions shall apply.

15.1 ZELLMED grants Purchaser the right and license to use the copy of the Software in object form that is on the readable computer media provided to Purchaser by ZELLMED.

15.2 The Software and related copyrights are owned by ZELLMED, by any affiliated company of ZELLMED, and/or by certain suppliers of ZELLMED and their affiliated companies, and title to the Software in general or respective copyrights shall not pass to Purchaser as a result of Purchaser's use of the Software. The license rights granted herein may not be transferred to another party without the written permission of ZELLMED, which may not be withheld if Purchaser sells its copy of the Software to a third party provided that (i) the Purchaser does not rent out the Software, (ii) Purchaser prior to selling the copy deletes any and all copies of the Software and (iii) the third party agrees to comply with the license terms.

15.3 The Software is protected by the respective national copyright laws and international treaties and Purchaser shall not copy it or allow it to be copied except that Purchaser has the right to (i) make such copies that are necessary for the use of the Software by Purchaser in accordance with its intended purpose, including for error correction, (ii) to duplicate the Software for backup or archival purposes and to transfer the Software to a backup computer in the event of computer malfunction, or (iii) observe, study or test the functioning of the Software in order to determine the ideas and principles which underlie any element of Software if Purchaser does so while performing any of the acts of loading, displaying, running, transmitting or storing the Software which he is entitled to do.

15.4 Purchaser shall (i) not to use the Software other than with the purchased products or for any purpose outside the scope of the application for which it is being provided, and (ii) not cause or permit the reverse engineering, disassembly, decompilation, modification or adaptation of the Software or the combination of the Software with any other software unless, but only to the extent, indispensable to obtain the information necessary to achieve the interoperability of the Software with other programs provided the information necessary to achieve interoperability has not previously been readily available to Purchaser, and (iii) not move the Software to any country in violation of United States Foreign Asset Control Regulations or other applicable import or export control regulations.

15.5 Purchaser acknowledges that its use of the Software shall where relevant be subject to the terms of any third party license agreements or reservations of copyright that may be communicated to Purchaser by ZELLMED in written or text form, and Purchaser is obliged to comply with the resulting restrictions.

15.6 The Software is covered by the warranties for the Purchase Item set forth in clauses 6 and 7 (including all limitations of liability and disclaimers of warranties contained therein) and by no other warranties, express or implied.

15.7 Failure by the Purchaser to comply with any of the terms of this clause 15 terminates Purchaser's right to use the Software. Upon termination of such right, Purchaser must return the data media provided to it, and any and all copies thereof or any other Software to ZELLMED. To the extent that a return is not possible, Purchaser shall destroy the Software and any copies, in whatever form, to the extent that this is factually and legally possible with reasonable effort and such destruction shall be evidenced to ZELLMED.

15.8 Any replacements, fixes or upgrades of the Software which Purchaser may hereafter receive from ZELLMED shall be provided subject to the same restrictions and other provisions contained in this clause 15, regardless of whether this clause 15 or these GTC are specifically referenced when Purchaser receives such replacement, fix or upgrade, unless such replacement, fix or upgrade is provided with a separate license agreement which by its terms specifically supersedes these GTC. The warranty term for any upgrades shall be 1 (in words: one) year from the date of its delivery to Purchaser. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as agreed at the time they are provided.

15.9 Purchaser acknowledges that it may be necessary to conclude a separate agreement with ZELLMED as to software license conditions.

16. Miscellaneous

16.1 Waiver of Breach

The waiver by either party at any time to require performance by the other of any provision or part of any provision of these GTC shall not operate as a waiver of such provision at any other time.

16.2 Assignability

Purchaser may not assign in whole or in part claims arising out of a contract concluded with ZELLMED without the express written consent of ZELLMED.

16.3 Typographical Errors

Stenographic, clerical or computer errors on the face of any ZELLMED invoice shall be subject to correction by ZELLMED.

16.4 Independence of the Parties

Nothing in this agreement shall be deemed to constitute a partnership between the parties or to make either party the agent of the other party for any purpose. Furthermore, each of the parties shall remain solely responsible for its own acts, statements, engagements, performances, products (in the case of ZELLMED subject to the other terms of these GTC in relation to the products), and personnel.

16.5 Third Parties

Nothing in this document is intended to create any rights in third parties against ZELLMED or any affiliates of ZELLMED.

16.6 Governing Law

Unless explicitly otherwise agreed, any contract between ZELLMED and Purchaser shall be subject to the laws of the Federal Republic of Germany, without giving effect to its rules on conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980 shall not apply.

16.7 Place of Performance

The place of performance (*Erfüllungsort*) for all claims resulting from the contract concluded between Purchaser and ZELLMED is the registered office of ZELLMED's headquarters in Dresden.

16.8 Venue for Disputes

The exclusive venue (*ausschließlicher Gerichtsstand*) for all disputes between the Parties shall be Dresden.

16.9 Entire Agreement

These GTC and any agreements concluded in the context of these GTC in accordance with clauses 5.5, 12.2, 14, 15.8 and 15.9 shall constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the sale of the Purchase Item of ZELLMED and supersedes all prior and contemporaneous understandings or agreements of the Parties.

16.10 Modification, Written Form

Unless otherwise agreed in these GTC, any changes/amendments and/or additions to these GTC, including to this clause 16.10, must be agreed in writing between the contract parties in order to be effective.

16.11 Notices, Declarations

Unless the text format is expressly admitted thereunder, any notices and declarations required or permitted to be given by either party to the other under these GTC shall be made in writing and shall be sent to the business address of the receiving Party or an address indicated by it in connection with this provision in written or text form. Notices and declarations shall take effect upon receipt.

16.12 Severability

If any provision of these GTC should be or become wholly or partially void (*nichtig*), ineffective (*unwirksam*) or unenforceable (*undurchsetzbar*), the validity, effectiveness and enforceability of the other provisions of these GTC shall not be affected thereby. Any such invalid, ineffective or unenforceable provision shall be deemed replaced by such valid, effective and enforceable provision as comes closest to the economic intent and purpose of the invalid, ineffective or unenforceable provision as regards subject-matter, extent (*Maß*), time, place and scope (*Geltungsbereich*). The aforesaid shall apply mutatis mutandis to any gap (*Lücke*) in these GTC.

16.13 Contractual language, interpretation

The contractual language shall be German. Where these GTC require interpretation, the German text as original text alone shall control. Any translations into foreign languages shall be for information purposes only.