

General Terms & Conditions of Business

1. Scope

1.1 All purchase contracts for goods between you (hereinafter: the "CUSTOMER") and us,

Hydrosun Medizintechnik GmbH
Mauchener Strasse 14
79379 Müllheim, Germany
Authorised representatives and managing director: Dr. Eduard Wolf
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info@HYDROSUN.de

(hereinafter: "HYDROSUN" or "we"/"us") are governed by the following General Terms & Conditions of Business (Terms & Conditions) unless expressly agreed otherwise by written agreements between you and us. The Terms & Conditions apply irrespective of whether you are a consumer, entrepreneur or merchant.

1.2 The version of the Terms & Conditions that applies on conclusion of the purchase contract is definitive.

1.3 The following conditions apply exclusively. These Terms & Conditions also apply to entrepreneurs for future business relationships without our having to make reference to them again. HYDROSUN does not recognise any contradictory or alternative conditions. This also applies if HYDROSUN provides services in full knowledge of contradictory or alternative conditions. Express written confirmation from HYDROSUN is required for contradictory or alternative provisions to apply. Individual agreements always take precedence.

2. Conclusion of contract

2.1 The offers of HYDROSUN that are based on price lists or that appear in the catalogue, in technical documentation, other product descriptions and documents – including in electronic form – are subject to change and do not constitute offers in the legal sense. The documents that form part of the offer, such as illustrations, drawings, weights and measurements are only approximate, unless they are expressly designated as binding.

2.2 In response to interest from the CUSTOMER, HYDROSUN shall draw up a binding quotation for the CUSTOMER and send it to the latter.

2.3 When the customer returns the fully completed, signed response, it is deemed to be a binding acceptance on the part of the CUSTOMER in respect of HYDROSUN. Unless the quotation specifies otherwise, the CUSTOMER is entitled to accept the HYDROSUN quotation within 30 days of issuance.

2.4 Should the CUSTOMER make changes to the quotation or in the response, this is deemed to be a new offer of contract, which in turn must be accepted in writing by HYDROSUN. HYDROSUN is entitled to accept the new offer of contract from the CUSTOMER by written order confirmation within 14 days of submission.

2.5 The contract is concluded in German or English.

2.6 The CUSTOMER is obliged to provide the information required for proper execution of the contract truthfully and completely. Additional costs incurred by HYDROSUN, e.g. as a result of incorrect/incomplete address information, shall be met by the CUSTOMER. We must be notified of any changes promptly.

3. Consumer's right of cancellation

As a matter of principle, CUSTOMERS who are consumers within the meaning of Section 13 of the German Civil Code (BGB) have a statutory right of cancellation when they enter into a distance-selling transaction, information on which is provided by HYDROSUN in accordance with the statutory specifications below.

Cancellation notice

Right of cancellation:

You have the right to cancel this contract within 14 days without specifying the reasons. The cancellation period is fourteen days from the date on which you or a third party nominated by you, who is not the shipping agent, have/has taken possession of the goods (or the last product, the last partial shipment, or the last item in the case of a contract for several goods under a single order, or the delivery of goods in several partial shipments or pieces). To exercise your right of cancellation you must notify us, **HYDROSUN, Medizintechnik GmbH, Mauchener Strasse 14, D-79379 Müllheim, Germany, tel.: +49 7631 36632-0, fax: +49 7631 36632-9, info@HYDROSUN.de**, of your decision to cancel

the contract by means of a clear statement (e.g. a letter sent by post, fax or email). You can use the cancellation form template below for this, although it is not a requirement. To comply with the cancellation period it is sufficient to send notification of your decision to exercise your right of cancellation before the cancellation period elapses. We shall then send you immediate confirmation of receipt of your cancellation.

Consequences of cancellation:

When a valid cancellation is made, we shall reimburse all payments that we have received from you, including delivery costs. This does not include costs incurred by you because you selected a type of delivery other than the cheapest standard delivery offered by HYDROSUN. Reimbursement by HYDROSUN shall be provided promptly and at the latest within 14 days of receipt of the cancellation and using the same payment method that you used for payment, unless a different agreement has been made with you expressly. No fees shall be charged to you for this reimbursement under any circumstances. HYDROSUN may refuse to make the repayment, however, until HYDROSUN has received the returned goods or you have provided evidence that you have sent the goods back, depending on which is the earlier. You must return or hand over the goods promptly, and in any case within fourteen days of the date on which you notified us of the cancellation, to:

**HYDROSUN
Medizintechnik GmbH
Mauchener Strasse 14
D-79379 Müllheim, Germany**

. The period is deemed to have been met if you send off the goods before the fourteen-day period has elapsed. HYDROSUN shall meet the costs of returning the goods. Items that cannot be sent by parcel post shall be collected from you. You must pay for any loss in value of the goods only if this loss in value is the result of your handling the goods in any unnecessary way to check their quality, characteristics and functioning.

Reasons for exclusion or forfeiture:

The right of cancellation does not apply to contracts for the delivery of goods that are not pre-produced and for the manufacture of which an individual choice or specification by the consumer is essential or that are clearly tailored to the personal needs of the consumer.

The right of cancellation also expires early for contracts

- for the delivery of sealed goods that are not suitable for return for reasons of health protection or hygiene if their seal has been removed following delivery;
- for the delivery of goods if, on the basis of their characteristics, they have been mixed inseparably with other goods following delivery;
- and for the delivery of audio or video recordings or computer software in a sealed package if the seal has been removed following delivery.

– End of cancellation notice –

Cancellation form template

(If you wish to cancel the contract, please complete and return this form.)

To [the name, address and, if appropriate, fax number and email address of the entrepreneur should be inserted here by the entrepreneur]:

I/we (*) hereby cancel the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

Ordered on (*)/received on (*)

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only for submission on paper)

Date

(*) Delete as appropriate

4. Delivery

- 4.1 The delivery period is specified in the binding quotation or may be agreed individually. Any shipping costs incurred are also specified in the binding quotation. The delivery costs are also listed separately on the invoice.
- 4.2 Deliveries are always ex works in Müllheim. HYDROSUN delivers only to specified delivery addresses within Germany. Deliveries outside Germany must be clarified with HYDROSUN BEFORE conclusion of contract and may be turned down or incur additional costs.
- 4.3 We are entitled to make partial deliveries to a reasonable extent.
- 4.4 Unless agreed otherwise, we are entitled to determine the type of shipping (in particular the transport company, shipping method, packaging) ourselves.
- 4.5 If the CUSTOMER is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), the risk is transferred to the CUSTOMER as soon as HYDROSUN has delivered the goods to the person or organisation appointed to ship them. HYDROSUN, however, bears the shipping risk if the CUSTOMER is a consumer.
- 4.6 Circumstances and events for which we are not responsible and all instances of *force majeure*, such as the non-availability of goods ordered for which we are not responsible as a result of late or incorrect delivery (including shortfalls in delivery) by our (pre-)suppliers, despite a delivery contract concluded with the (pre-)supplier for the goods ordered, exempt us from our delivery obligation throughout the period that they obtain. In such cases, HYDROSUN shall inform the CUSTOMER immediately about the circumstances. In a case such as this, HYDROSUN is entitled to deliver with a corresponding delay; notification of the new delivery date shall be provided accordingly. If the disruption lasts for more than four weeks, HYDROSUN may withdraw from the contract and reimburse any purchase price and shipping costs already paid.

5. Payment terms

- 5.1 All prices are given in euros. Price lists indicate the net price in euros without the statutory German Value-Added Tax applicable and the gross price including the Value-Added Tax.
- 5.2 A payment is deemed to have been made when HYDROSUN is able to dispose freely of the amount paid into one of its accounts. Payments by the CUSTOMER shall be made without discount.
- 5.3 Payment is made in advance, by invoice, on delivery or by cash payment on collection. We reserve the right, however, to carry out delivery only in return for (immediate) payment on delivery. If we become aware, following conclusion of the contract, that payment of the purchase price is at risk because of the CUSTOMER's lack of assets, we are entitled to demand payment in advance or, if we have set a period for payment of the purchase price and this elapses without success, to withdraw from the contract. The CUSTOMER has the right, however, to avert these consequences by payment of securities. Delivery abroad is made only on payment in advance.
- 5.4 The due date for payment is determined by the payment method:
 - For payment in advance: immediately on conclusion of contract
 - For invoices: For goods with a value under €100 and for services, immediately on invoicing; otherwise 30 days from invoicing
 - For payment on delivery: on delivery
 - For cash payment: on collection
- 5.5 If the CUSTOMER is in default on payment, we are entitled to demand default interest of five (5) percentage points per annum above the base rate (Section 247 BGB). If the CUSTOMER is an entrepreneur, the interest is 8 (eight) percentage points above the base rate. The obligation of the CUSTOMER to pay default interest does not prevent HYDROSUN from pursuing further damages for default.

6. Retention of title

- 6.1 HYDROSUN retains title to the goods supplied until full payment of the total purchase price including ancillary costs has been made. If the CUSTOMER is an entrepreneur, the retention of title covers the full payment of all claims against the CUSTOMER that already exist.
- 6.2 The CUSTOMER is obliged to treat the goods subject to retention of title with due care, to insure them appropriately at its own cost and to maintain them as necessary; if the CUSTOMER neglects these obligations in a significant way and if HYDROSUN has warned the CUSTOMER in this connection without success, HYDROSUN is entitled to withdraw from the contract and demand release of the goods.
- 6.3 Pledging or chattel mortgaging of the goods is not permitted without the written consent of HYDROSUN. The CUSTOMER shall inform us as soon as it becomes aware of access by third parties to the goods subject to retention of title (i.e. as long as the purchase price has not been paid in full). The CUSTOMER is liable for all costs incurred to prevent such access, in particular through instigation of third-party proceedings, insofar as reimbursement of the costs cannot be obtained from the third party in question.
- 6.4 The CUSTOMER is entitled to resell and/or process the goods only insofar as such reselling is part of the proper business operations of the CUSTOMER.
 - o The retention of title extends to the products resulting from processing, mixing or combining our goods in their full value, in which case HYDROSUN is deemed to be the manufacturer. If property rights of third parties exist in the case of processing, mixing or combining with their goods, we shall obtain co-ownership in proportion to the invoice

values of the processed, mixed or combined goods. Otherwise the same applies to the products created as to the goods supplied under retention of title.

- If the CUSTOMER is an entrepreneur, in the case of a resale in accordance with the preceding paragraph he shall assign his corresponding claim for remuneration in full or in the amount of our co-ownership to HYDROSUN with immediate effect. The CUSTOMER shall remain entitled to collect the claim for remuneration provided that he is not in default on payment and no application has been made to instigate insolvency proceedings in respect of the CUSTOMER's assets. HYDROSUN also has the right to collect the claim itself. HYDROSUN, however, undertakes not to collect the claim as long as the CUSTOMER is not in default on payment and no application has been made to instigate insolvency proceedings in respect of the CUSTOMER's assets; if either of the two latter cases applies, HYDROSUN may require the CUSTOMER to notify HYDROSUN of the assigned claims and the associated debtors immediately, provide all of the information required to collect the claims, release the associated documentation, and notify the debtors of the assignment.

6.5 HYDROSUN undertakes to release the securities due to it on demand by the CUSTOMER insofar as the realisable value of the securities exceeds the claims secured by more than 10%. Selection of the securities to be released is at HYDROSUN's discretion.

7. Warranty

7.1 The claims of the consumer in the event of defects are determined by the applicable statutory regulations, in particular Sections 434 et seq. BGB. The period for pursuit of claims for defects is two years.

7.2 The warranty period in respect of entrepreneurs is 12 months from receipt of the goods. The prerequisite for any warranty rights if you are an entrepreneur is that you inspect the goods immediately, list the apparent defects on an inspection report, and notify HYDROSUN of them immediately. If the CUSTOMER has not listed on this inspection report a defect that is apparent when carrying out such an inspection in a proper way as is typical in business, the CUSTOMER shall forfeit any warranty rights in respect of HYDROSUN. The inspection and complaint obligations of Sections 377, 378 of the German Commercial Code (HGB) also apply within the area of application covered by the law.

7.3 If the CUSTOMER is a consumer within the meaning of Section 13 BGB, he is requested to make a complaint about goods delivered with obvious transport damage to the delivery agent and to inform HYDROSUN of this. If the CUSTOMER does not comply with this request, this has no effect on the CUSTOMER's statutory or contractual rights to make complaints.

7.4 An additional warranty is provided for goods supplied by HYDROSUN only if it is given expressly in the order confirmation for the item in question or it has been demonstrably agreed in writing with the CUSTOMER by other means.

7.5 If a warranty is provided and the CUSTOMER is an entrepreneur, HYDROSUN first has the right to carry out a repair or supply a replacement. A CUSTOMER who is a consumer may himself choose between a repair and a replacement. If the repair or replacement is unsuccessful, the CUSTOMER expressly reserves the right to reduce the remuneration or, at his discretion, to withdraw from the contract. The prerequisites specified under section 8 of the Terms & Conditions apply – in addition to the statutory conditions – to compensation claims for defective goods.

7.6 Damage caused by improper or incorrect use or use contrary to the contract by the CUSTOMER does not justify a claim against HYDROSUN. Improper use and use contrary to the contract are determined by the manufacturer's information.

8. Liability

HYDROSUN is liable in the context of the statutory provisions only in accordance with the following points, whatever the legal grounds:

8.1 We are liable for malicious intent and gross negligence, including on the part of our legal representatives and vicarious agents.

8.2 We accept limited liability for compensation for foreseeable damage typical of this type of contract that is caused by breaches of significant contractual obligations resulting from minor negligence by us or our legal representatives or vicarious agents. Significant contractual obligations are obligations the fulfilment of which facilitates proper execution of the contract in the first place and on compliance with which the contractual partner may normally rely.

8.3 We are liable without restriction for damages relating to loss of life, physical injury or impaired health, for damages caused by failure to fulfil a guarantee provided by HYDROSUN or by the absence of guaranteed characteristics, and for defects that have been fraudulently concealed.

8.4 This is without prejudice to liability under the German Product Liability Act.

8.5 In particular, HYDROSUN cannot accept liability for damages resulting from improper use of the goods (see instructions in the corresponding operating instructions), defective or negligent use of the goods, use of the goods without expert medical or therapeutic supervision and advice – even though it is assumed that this will be provided based on the product group – defective assembly or commissioning of the goods by the CUSTOMER or third parties, natural wear of the goods, or electrical factors affecting the goods.

9. Electronic invoicing

9.1 The CUSTOMER agrees to invoicing by electronic means.

9.2 The following also applies in respect of entrepreneurs: The invoices are drawn up by us subject to errors. We are permitted to draw up a new, corrected invoice at the latest six weeks from receipt of the invoice by the CUSTOMER. The CUSTOMER must notify us of the change to the invoice in writing, with details of the invoice item about which the complaint is being made, within the six-week period. Six weeks after receipt of the invoice by the CUSTOMER, it is deemed to have been accepted. No changes may be made to the invoice after this period. This also applies to changes to the recipient of the invoice or the invoice address. The six-week period does not affect the obligation to pay or the obligation to make a complaint within the shorter period specified in these General Terms and Conditions.

10. Data protection

Insofar as they are required to establish, execute and terminate the contractual relationship, your personal data are used exclusively to process the contracts concluded between you and us in accordance with the provisions of the applicable legislation. Any further use of your personal data for purposes of marketing, market research or customised design of our services requires your express consent. You have the option to give this consent before placing your order. On request, the CUSTOMER shall be provided with information concerning the data stored about him at any time. If you require further information or wish to cancel or withdraw your express consent to use your data, our data protection officer is also available to you at the email address datenschutz@hydrosun.de. Further details are available in our data privacy policy.

11. Miscellaneous

11.1 The Terms & Conditions are governed by German law, excluding the UN Convention on the International Sale of Goods. This is without prejudice to the statutory provisions for restricting the choice of law and the applicability of mandatory regulations, in particular those of the state in which the CUSTOMER has his normal place of residence.

11.2 Changes and additions to the Terms & Conditions must be made in written form to become valid. This also applies to changes to this requirement for written form.

11.3 If one or more of the regulations of these Terms & Conditions prove invalid or partially invalid, the effectiveness of the original contract and the other regulations of the Terms & Conditions shall remain hereby unaffected. The invalid regulations shall then be replaced by statutory provisions that come as close as possible to what was originally intended. The same applies to closing any loopholes in the contract.

11.4 The place of jurisdiction for rights and obligations under these Terms & Conditions and for any disputes arising from or in connection with the execution of the Terms & Conditions, provided that they are legally permissible, is exclusively the registered office of HYDROSUN. HYDROSUN is, however, entitled to take legal action at the location of the main registered office of the CUSTOMER. If the CUSTOMER is a consumer, the place of jurisdiction for all legal disputes relating to the business relationship is the CUSTOMER's place of residence. As an exception, however, the place of jurisdiction for a consumer is also the registered office of HYDROSUN if a CUSTOMER does not have a general place of jurisdiction in Germany or if his domicile or customary place of residence is not known at the time the legal action is taken.

11.5 As a company with an Internet presence, we are obliged to draw your attention as a consumer to the fact that the European Commission provides a platform for online dispute resolution (ODR platform). This represents a central point of recourse for consumers and entrepreneurs who wish to resolve out of court disputes that arise, for example, in connection with an online purchase or service contract in a simple, efficient and cost-effective way. The platform for online dispute resolution is available at the following address: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>. We do not participate, however, in dispute resolution proceedings before a consumer dispute resolution body.

12. Provider identification, summonable address

Our address for complaints and other declarations of intent and our summonable address is: Hydrosun Medizintechnik GmbH, Mauchener Strasse 14, 79379 Müllheim, Germany.

As of: December 2018