

1 General information / Scope of application

1.1 These General Terms and Conditions of Sale are part of each contract entered into between ndd Medizintechnik AG (hereinafter referred to as "ndd") and its customers.

1.2 Customers' conditions that may differ from these are not valid unless they are explicitly acknowledged by ndd as part of the contract.

1.3 Any subsidiary agreements, covenants or changes of these General Terms and Conditions of Sale are required to be in writing.

1.4 The General Terms and Conditions of Sale of ndd at the time the contract is entered into shall apply.

2 Concluding the contract / Deliverables

2.1 All information in ndd's prospectuses, catalogues, technical documentation and price lists are subject to change and non-binding without explicit written agreement.

2.2 The contract with a customer shall only come about, if the order has been confirmed in writing by ndd in the form of an order confirmation or if other contractual documents signed by both parties exist in which ndd's goods and services are definitively listed.

2.3 The customer is responsible for the use of the products delivered and is required to notify ndd of any special rules and standards that must be complied with no later than at the time of order placement.

2.4 Offers from ndd without a deadline expire within 30 days of dispatch of the offer. Any offer may be revoked up to the point of dispatch of the order confirmation.

3 Incoterms

3.1 Unless otherwise agreed in ndd's order confirmation, the 2010 version of Incoterms shall apply. Provisions of these General Terms and Conditions of Sale that differ from the Incoterms, however, shall take precedence.

4 Prices/ Payment and delivery terms

4.1 ndd shall deliver according to Incoterms 2010 or according to a separate written agreement.

4.2 Prices are in the respective currency of the ndd price lists.

4.3 Payment shall be made in the relevant currency indicated in ndd's order confirmation.

4.4 The customer shall bear the costs of transport, shipping, customs, packaging, and the like, unless otherwise agreed in writing.

4.5 It is the customer's responsibility to arrange and pay for transport insurance.

4.6 Invoices are due net, without discount, within 30 days of the invoice date. If the 30-day payment deadline expires without payment, the account is considered in arrears without requiring a reminder. Interest on arrears of 12% p.a. shall apply, unless otherwise agreed in writing. In the case of payment arrears, ndd is entitled, but not obligated, to withdraw from the contract and request that the products delivered be returned without delay.

4.7 Partial deliveries shall be viewed as independent transactions.

4.8 ndd reserves the right to adjust prices as the result of changes in market conditions, exchange rate fluctuations and the like.

5 Copyright

5.1 The copyright, intellectual property and all related rights to documentation and software programs of ndd remain fully with ndd.

6 Delivery periods and deadlines

6.1 The delivery period starts with conclusion of the contract, however, no earlier than the receipt of all documentation and information required from the customer, unless otherwise agreed in writing.

6.2 Delivery delays, especially in cases of unforeseen circumstances, *force majeure*, war, international tensions, civil disturbance, raw material shortages, disruptions in operations, epidemics, strikes, lock-outs, government measures, supply and worker shortages and the like, shall be accepted by the customer and shall not entitle the customer either to compensatory damage claims or to withdraw from the contract.

6.3 Liability for loss of use and liability for any other losses that arise due to delivery delays are explicitly ruled out.

6.4 Partial deliveries are permitted.

7 Traceability / Retention of title

7.1 Once the goods ordered have been delivered, the customer shall be responsible for assuring traceability based on the equipment serial number.

7.2 ndd retains title over the goods delivered until the purchase price has been paid in full.

8 Inspection of goods / Notification of defects

8.1 The goods should be inspected by the customer immediately upon receipt. Any defects should be notified without delay in writing via registered letter.

8.2 ndd shall have the right, after receiving the notification of defects, to have the alleged defects checked by its own employees or experts.

8.3 Notifications of defects or complaints shall not confer the right to withhold payment.

8.4 Claims due to damage, loss or delay during transport should be directed by the customer to the forwarding company within the deadline stipulated. If this does not occur, the customer shall bear the responsibility for all consequences and damages that result.

8.5 ndd may, in the case of justified notifications of defect that are correct in terms of form and timing and in the case of defects that are within the statute of limitations, undertake remedies to the goods delivered in defective condition.

8.6 In all other respects the legal statutes of limitation shall apply.

9 Warranty

9.1 ndd shall warrant to the customer only specifications and product properties that have been confirmed in writing, providing that the customer has complied with all operating conditions detailed in the operating instructions.

9.2 Anything that is the result of normal wear and tear, deficient maintenance, inexperienced handling, over-use and the destructive influence of third parties and the like is not considered a defect and shall be excluded from the warranty.

9.3 In the event that the customer makes changes to the goods delivered by ndd without the consent of ndd, no warranty shall apply on the part of ndd.

10 Liability and warranty exclusion

10.1 ndd shall not provide the customer with any additional warranties, guarantees and/or promises in addition to the abovementioned warranty, unless otherwise agreed in writing. All warranty claims above and beyond those mentioned are ruled out.

10.2 No liability shall be assumed for production stoppages, loss of use, lost income or other direct or indirect damages.

10.3 In addition any liability on the part of ndd – to the extent permissible under the law – is explicitly excluded.

11 Cancellation / Withdrawal

11.1 Cancellation of orders requires explicit, written agreement, as well as the assumption of all expenses incurred by ndd.

11.2 Complaints concerning a partial delivery shall not entitle the customer to cancel the remaining deliveries of an order.

11.3 Payment delays, as well as changes in the customer's situation that might jeopardize payment of the goods, shall entitle ndd to withdraw from the contract at any time. The right to claim compensation for damages is explicitly reserved.

11.4 ndd shall be entitled to withdraw from the contract it has entered into, if rendering the services becomes impossible or cannot reasonably be expected due to a change in ndd's circumstances.

12 Safety provisions

12.1 Compliance with general and local safety provisions and the corresponding instruction of employees are the sole responsibility of the customer.

12.2 In case of critical problems that might require medical device reporting the customer will inform ndd within 24 hours.

13 Place of fulfillment / Transfer of use and risk

13.1 The place of fulfillment is Zurich (Switzerland).

13.2 The use and risk of the goods are transferred to the customer at the point in time that the goods are loaded for transport, regardless of whether transport has been organized by ndd, the customer or a third party.

14 Effectiveness

14.1 If a provision under these General Terms and Conditions of Sale is or becomes void or ineffective, the remainder of the General Terms and Conditions of Sale shall remain unaffected.

14.2 If differences are found between the German version of these General Terms and Conditions and versions in other languages, the original German text shall apply.

15 Applicable law

15.1 The legal relationship between the customer and ndd are subject to Swiss substantive law.

15.2 Applicability of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980, is explicitly excluded.

16 Place of jurisdiction

16.1 The sole place of jurisdiction is that which applies to ndd headquarters.

16.2 ndd is, however, entitled to prosecute the customer within the jurisdiction of the latter's headquarters as well.