

MediPac®'s General Conditions of Sale and Delivery

As of: February 2018

Eduard-Rhein-Straße 1-3, 53639 Koenigswinter, Germany

registration court Siegburg, Germany, HRB 12253

§ 1 Validity

(1) These conditions of sale apply exclusively. Deviating or conflicting conditions are not recognized by MediPac® unless MediPac® has expressly agreed to them in writing.

(2) These conditions of sale also apply to all future transactions between the parties, as well as when MediPac® carries out the delivery of the goods in the knowledge of deviating or conflicting conditions.

(3) These General Conditions of Sale apply only to entrepreneurs, legal entities under public law, or special funds under public law within the meaning of § 310 I BGB.

§ 2 Offer, Acceptance

(1) If the order constitutes an offer within the meaning of § 145 BGB, MediPac® is entitled to accept it within a period of two weeks.

(2) A contract is concluded for lack of special agreements with the written order confirmation from MediPac®. Electronically generated order confirmations, offers, and invoices are sufficient and can also be sent by fax or Email and do not necessarily have to be provided with a signature.

§ 3 Provided Documents

For all provided documents to the purchaser in connection with placing an order, for example, calculations, drawings, etc., MediPac® reserves ownership and copyrights. These documents may not be made accessible to third parties, unless MediPac® gives the purchaser its expression of written consent. As far as MediPac® does not accept the offer of the purchaser within the period of § 2, these documents are to be returned to MediPac® on MediPac's expression of request.

§ 4 Prices, Payment

(1) MediPac®'s prices are Ex Works, D - 53639 Koenigswinter, Germany, plus the applicable statutory VAT and excluding the costs for packaging, import taxes, other taxes, and customs fees, and costs for loading, transport, and insurance unless prices are otherwise expressly agreed.

(2) The purchase price is due within 10 days from the date of the invoice. After the due date, the default interest is 9% points above the respective base interest rate of the European Central Bank. MediPac® reserve the right to assert further damages caused by delay. The purchaser is, however, entitled to prove to MediPac that no or a very small amount of damage has arisen as a result of the default in payment.

(3) A deduction of discount requires a prior special written agreement.

(4) Bills of exchange and checks are not accepted as payment.

§ 5 Set-Off, Retention

The purchaser is only allowed for set-off if the set-off-claim is undisputed or has been legally established. The purchaser is only permitted for retention for claims resulting from the same contact.

§ 6 Delivery

(1) Delivery requires the purchaser's in-time and appropriate fulfillment of obligations. MediPac® reserves the right to object to unfulfilled contracts.

(2) In case of default in acceptance or any other contract infringement by the purchaser, the purchaser has to compensate the damage including any additional expenditure. MediPac® reserves the right to make further claims over and above this. The purchaser carries the risk of accidental loss and accidental deterioration in case of default in acceptance or any other contract infringement.

(3) MediPac is entitled for partial delivery and to invoice partial deliveries.

(4) Delivery dates result from the contract between the MediPac® and the

purchaser. Delivery times can only be observed after all technical and commercial issues are agreed and the purchaser fulfilled all of his obligations (e.g. agreed pre-payments, authorizations). Otherwise the delivery times are suitable extended.

(5) Delivery times require in-time and appropriate self-deliveries. Goods are considered as delivered after notice of deliverability if the purchaser did not collect them without delay, latest 14 days after deliverability notice, and the purchaser has been given a notice of default in writing.

(6) Extraordinary occurrences like labor disputes, sovereign measures, traffic disruptions, Acts of God / Force Majeure, and other occurrences out of MediPac®'s influence release MediPac® for the duration of their existence from the delivery obligation. In case of remaining disturbing occurrences MediPac is totally released from the obligation to deliver.

(7) In case of a delay of delivery or impossibility to deliver for which MediPac® is responsible, compensation claims are inadmissible, except in cases of intent or gross negligence of MediPac®.

§ 7 Transfer of Risk, Shipment

(1) Unless otherwise agreed, delivery is made Ex Works MediPac®, 53639 Koenigswinter, Germany. Loading, transportation, and unloading is done in the risk and on account of the purchaser. Goods are transported customarily packed according to the Packaging Ordinance. The packaging will be charged against cost price. On purchaser's request, MediPac® will, on behalf of the purchaser, select a transport company, the transport way, and the carrier, and will insure the goods against damage, loss, and breakage; all resulting costs and risks shall be borne by the purchaser.

(2) If other terms than "Ab Werk" (Ex Works) are agreed, Incoterms 2010 shall apply.

§ 8 Retention of Title

(1) Until complete payment, MediPac® remains the proprietor of the delivered goods. MediPac® is entitled to retrieve the delivered goods in case of a purchaser's contract breach, incl. default in payment.

(2) The purchaser has to handle the supplied goods with care and insure them and, if necessary, maintain them properly.

(3) As long as the payment is not been fully made, the purchaser has to inform MediPac® in written if the delivered goods are burdened with rights of a third party or otherwise subjected to the intervention of any third party.

(4) The purchaser is entitled to resell the purchased goods which are still MediPac®'s property in the normal course of business. The purchaser herewith assigns to MediPac® any and all of its claims out of such resale - independent if the goods were further processed or not. Notwithstanding MediPac®'s right to collect the claim directly, the purchaser keeps the right to collect the claim himself. In this context MediPac commits itself not to collect the claim as long as the purchaser fulfills its payment obligations, the purchaser has not filed for bankruptcy, or something alike, and did not ceases payments.

(5) In case that above securities exceed MediPac®'s claim more than 10%, MediPac® shall release exceeding securities to its own discretion upon the purchaser's request.

§ 9 Warranty

(1) The prerequisite for any warranty rights of the purchaser is its proper fulfillment of all duties of investigation and notification of defects owed in accordance with § 377 HGB owed investigation and complaint obligations.

(2) Warranty claims can be asserted within 12 months after transfer of risk.

(3) In case of defects of the goods, the customer has the right to subsequent performance in the form of removal of defects or delivery of a defect-free object. If the subsequent performance fails, the customer is entitled to reduce the purchase price or withdraw from the contract.

§ 10 Liability

(1) In the case of intent or gross negligence on MediPac®'s part or on the part of MediPac®'s representatives or vicarious agents, MediPac® is liable according to the statutory rules; as well as culpable violation of essential contractual obligations. Insofar as there is no intentional breach of contract, MediPac®'s liability for damages is limited to the foreseeable, typically occurring damage.

(2) Liability for culpable injury to life, body, or health and liability under the Product Liability Act remain unaffected.

(3) Unless explicitly stated otherwise, MediPac®'s liability is excluded.

§ 11 Applicable Law, Place of Jurisdiction

(1) This contract and the entire legal relationships of the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

(2) Place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is MediPac®'s place of business, unless the order confirmation states otherwise.

(3) All agreements made between the parties for the purpose of executing this contract are laid down in writing in this contract (Email or facsimile letter is sufficient). All possible changes to these agreements must also be in writing in order to be valid (Email or fax is sufficient).

(4) Should individual provisions of this contract be or become ineffective or contain a gap, the remaining provisions shall remain unaffected. The parties undertake to replace the ineffective provision with such legally permissible provision that comes closest to the economic purpose of the invalid provision or fills in this gap.