

General Terms and Conditions of Trading

1. Area of Validity

All performance by iSYS Medizintechnik GmbH (in the following shortly referred to as “iSYS”) is based on these Terms and Conditions of Trading, unless agreed upon otherwise between the Contractual Parties. Terms and conditions of the Contractual Partner deviating from these General Terms and Conditions are not valid.

2. Offer and Conclusion of the Contract

Offers by iSYS are valid for 60 (sixty) days, unless otherwise agreed upon. Both the offer and the order confirmation from iSYS are only valid if any Contractual Partner's appliances that are to be integrated have been defined as compatible in the product specification by iSYS. The consent to the offer sent by iSYS has to be in writing. Subsequently, iSYS will verify the compatibility and either accept or decline the order. If the order is declined no contract will arise. The Contractual Partner cannot derive any rights from the offer or the order confirmation by iSYS. The ownership as well as the intellectual property rights to drawings, drafts, samples and other documentation prepared by iSYS which have been handed over with the offer remain with iSYS. Such documentation must not be made available to third parties and must be returned immediately on request.

The information on supplies and/or services by iSYS mentioned in catalogues, price lists, newspapers, brochures, prospectuses, ads, company information or any other media do not constitute an offer and the Contractual Partner cannot refer to such.

3. Prices

Authoritative are the prices corresponding the offer pursuant to point 2 of these General Terms and Conditions. In absence of a respective offer the price list valid at the time the order is placed, has to be referred to. The prices are considered to be “ex-works” from the production facility of iSYS in A-6370 Kitzbühel, or in Wattens, Austria or Warehouse in D-86836 Untermeitingen. Insurances, transport, taxes and other levies are not included in the price and will be invoiced separately unless agreed otherwise. iSYS shall be entitled in case of short-time placement of orders to claim an appropriate remuneration or supplements in addition to the prices indicated in the price lists or in addition to its usual prices. In case of deliveries into a Non-EEA-country, the Contractual Partner has to bear all import and export expenses, including any customs duties, fees and levies.

4. Delivery Time and Time of Performance / Partial Delivery

The product will be delivered within the delivery period stated in the order confirmation. iSYS is not responsible for delays of supplies and services if those result from force majeure, industrial action or problems in connection with statutory permits or due to unforeseeable circumstances. iSYS is also not responsible for delays to delivery and performance if the obstruction occurs at iSYS's supplier or the supplier's subsupplier. In these cases iSYS is entitled to extend or, respectively, to delay the delivery deadline or, respectively, date for the duration of the obstruction plus a suitable start-up time, or to withdraw partially or in full from the contract due to the unfulfilled component. If the obstruction persists for more than 3 (three) months, the Contractual Partner is entitled to withdraw from the unfulfilled part of the contract once a suitable extension period has passed. He is only entitled to withdraw from the entire contract if the partial fulfilment is not of interest to him. Compliance with the delivery and performance obligations by iSYS requires the timely and orderly fulfilment of the Contractual Partner's obligations, e.g. in respect of technical support, the supply of correct and complete data and/or the planning of training. Should it transpire that the obligations are not sufficiently performed by the Contractual Partner, or should a deviating contract execution be agreed subsequently, iSYS is not responsible for the resulting delays and the delivery date is to be adjusted accordingly.

5. Payment Terms

Where the total value of an order exceeds Euro 20,000.00, payments are due as follows:

- 50 % net upon the Contractual Partner's order in accordance with iSYS's offer
- 50 % within 14 (fourteen) days following delivery and final invoice.

Amounts of 20,000.00 or less are payable without deductions within 14 (fourteen) days from the invoice date. A deduction of a discount shall generally only be recognized in the framework of and based on respective express written agreements. The Product is only delivered after receipt of the convened amount in the bank account of iSYS. Should dispatch or delivery be delayed for reasons that are the customer's responsibility, the delivery will be considered to have been completed in respect of the payment conditions from the 30th (thirtieth) day of the delay onwards. From this point in time the Contractual Partner will bear all costs resulting from the delay. If the Contractual Partner is in default of payment, iSYS is entitled to demand interest of 10% p.a. as a set compensation, unless the Contractual Partner can prove that iSYS has incurred lower damages. iSYS's right to make claims for higher damages remains reserved. Partial deliveries by iSYS are permitted and will be invoiced for on their execution. Should parts be missing that are of only minor value and that do not affect the safe application on the patient, the full purchase price must be paid. Offsetting is only permitted with claims arising from the same legal relationship and concerning the same product as the main claim. The Contractual Partner is only entitled to offsetting rights if his counter-claims have been legally established, are undisputed or are ready for decision. All dunning fees, collection fees and any necessary costs for an adequate legal persecution by attorneys-at-law in case of default in payment are borne by the Contractual Partner.

6. Transport and Transfer of Risk

iSYS is entitled but not obliged to ensure the product on behalf of the Contractual Partner and at the Contractual Partner's expenses and to select a suitable method of transport, generally air or sea freight. Any insurance premiums and/or –fees are borne by the Contractual Partner. The risk is transferred to the Contractual Partner as soon as the order leaves the production site of iSYS, even, if iSYS ensures the delivery. If dispatch is delayed due to circumstances that are the Contractual Partner's responsibility, the risk is transferred to the Contractual Partner when he is notified of the readiness for dispatch.

7. Installation / Acceptance / Acceptance Protocol

The product will be installed within 3 (three) months upon execution of the delivery by a certified iSYS employee or by a trained and certified Contractual Partner's employee authorised by iSYS. The installation will generally be undertaken in 1 (one) appointment. If iSYS deems that one appointment is not sufficient or that additional appointments are required, an additional appointment can be agreed between iSYS and Contractual Partner. If completion of the installation is delayed by more than 3 (three) months following delivery due to circumstances that are the Contractual Partner's responsibility, e. g. incorrect or incomplete information on the Contractual Partner's technical facilities or premises, the Contractual Partner will bear the additional costs arising from this delay. In respect of the payment conditions the product is in this case considered to have been accepted once 3 (three) months have passed following delivery. If the installation by iSYS requires more than 2 (two) appointments or more appointments than have been stipulated by iSYS for reasons that are the Contractual Partner's responsibility, the Contractual Partner will bear the additional costs resulting from this. Following successful installation and prior to the final acceptance an iSYS application engineer will perform a test on the installed appliance to verify the product's working order in accordance with the performance specifications. At least one member of staff of the Contractual Partner must be present during this test. Following successful execution of the acceptance test the Contractual Partner will sign an acceptance protocol drafted by iSYS to verify the acceptance. The content of the acceptance protocol becomes part of the contract. The acceptance must not be denied due to insignificant malfunctions which do not compromise

the suitability of the product for the safe treatment of patients. The product must not be used for the treatment of patients until the successful acceptance test has been executed and the acceptance protocol has been signed. As soon as the product is used for the treatment of patients for the first time, it is also considered to have been accepted.

8. Warranty

iSYS pledges to remove any defects arising at its own discretion either by repair or replacement. This applies until 2 (two) years has passed, starting from the delivery and acceptance of the Products. Should subsequent improvement within a reasonable time period fail, a payment reduction or rescission from the contract will be granted at the Contractual Partner's discretion. The accuracy of the delivery is to be determined based on the performance specifications, which herewith form part of the contract. The specifications are subject to adaptation by iSYS insofar as this does not significantly change the product characteristics regarding the usability or impair them. In the interest of more efficient use of rare and valuable materials the Product may contain parts made from recycled materials. These will comply with the same high-quality standard as new parts and are also subject to these warranty regulations.

iSYS may replace failed Products with same specification new or iSYS repaired Products. In these cases Distributor has to return the failed Products to iSYS. iSYS shall deliver the new or repaired replacement Products to Distributor free of any charge.

The presumption of defectiveness pursuant to sec. 924 of the Austrian Civil Code (ABGB) is excluded, even if the defect appears within the first 6 (six) months after handover.

Warranty for normal wear and for defects arising from improper treatment of the appliance or from force majeure or coincidence is excluded. Merchantability and / or the suitability for a particular purpose are not covered by warranty unless contractually agreed otherwise. Work within the framework of the warranty is again subject to these regulations. The warranty period for this spans the duration of the original seller's warranty. Declarations by the Contractual Partner affecting the content of the contract, in particular rescission, reduction and the claiming for damages require the written form. The customer is obliged to return the faulty products for inspection to iSYS on request.

Should iSYS deliver a slightly different product or a slightly different quantity of products than agreed upon in the contract, this shall not be considered a defect. Warranty and compensation claims are excluded if the Contractual Partner or a third party has changed the products without the consent of iSYS or in case the Contractual Partner or a third party has improperly remedied a defect itself. Warranty and compensation claims are furthermore excluded for defects the Contractual Partner had knowledge of or grossly negligently not had knowledge of upon conclusion of the contract.

9. Duty to Inspect and Inform of Non-Conformity

The Contractual Partner must inspect the delivery immediately after receipt for completeness and integrity. Any defects must be communicated to iSYS without delay using the form enclosed with the delivery. The Contractual Partner inspects the delivery together with the application engineer as part of the acceptance test for defects. All defects will be recorded in the acceptance protocol. A warranty for defects that have not been included in the acceptance protocol is excluded. Should a hidden defect become evident at a later stage, iSYS must be notified within 14 (fourteen) days following the discovery; otherwise the delivery will be considered to have been accepted even in view of this defect.

10. Seller's Liability

iSYS is not liable for defects resulting from use of the product prior to the successful execution of the acceptance test in accordance with point 7. iSYS is only liable for damages if important contractual duties have been culpably violated by iSYS or if the damage is the result of gross negligence or intent. It is in any case

the aggrieved party that has to prove the damage. The liability is limited to the extent of damages foreseeable upon conclusion of the contract. Liability for lost earnings is excluded. The above applies to all bases of claims.

The exclusion of liability does not apply in cases of injury to life, limb and health or to liability in accordance with the Austrian Product Liability Act.

Damages become time-barred after expiry of 6 (six) months upon knowledge of the damage and of the author of the damage.

11. Retention of Title

Until the Contractual Partner has fulfilled all requirements to which iSYS is entitled as a result of this contract, the product supplied remains the property of iSYS. Should a third party attempt to obtain access to the product subject to retention of title, the Contractual Partner will point out the ownership of iSYS and inform iSYS immediately. If the Contractual Partner fails to comply with this obligation he will be liable for the resulting damages.

12. Intellectual Property

All rights to patents, trademarks and other intellectual property remain with iSYS.

13. Confidentiality

The Contractual Partner is obliged to treat information, in particular technical data and drawings, product descriptions and all other (including oral) information which due to their nature are confidential, with confidentiality. This also applies towards own staff who are not immediately involved with the operation of the appliance. This obligation has to be bindingly transferred to all employees as well as any third parties the above-mentioned information is disclosed to or might be disclosed to by the Contractual Partner.

14. Storing and Processing of Data / Data Protection

To comply with the modern demands on a business organisation, staff and company data is electronically stored and processed at iSYS. Person-related data is kept strictly confidential in the sense of the provisions of the Data Protection Act. Person-related data is neither sold to third parties nor exploited in any other way. Person-related data is forwarded and otherwise transferred to third parties only if this is necessary in the framework of the business transactions; in this case, the Contractual Partner grants his permission already today; a permission granted can at any time be revoked. It can also be necessary that personal data has to be disclosed due to legal provisions or legal actions.

15. Applicable Law / Place of Jurisdiction / Partial Invalidity

These Terms and Conditions of Trading and the entire legal relationship between iSYS and the Contractual Partner is subject to the substantive laws of the Republic of Austria. The court competent for Kitzbühel, Austria shall have exclusive jurisdiction *ratione materiae*. Should one of the regulations in these Terms and Conditions of Trading or a regulation within another agreement be invalid or become invalid, the effectiveness of all other regulations or agreements remains unaffected. The ineffective regulation will be replaced by a regulation which is generally as close as possible to the economic intent of the ineffective regulation.

16. Miscellaneous

Any changes, additions as well as side agreements to these General Terms and Conditions or to contracts between iSYS and the Contractual Partners require the written form to be valid. Same shall also apply in case of deviation from, an amendment of or the cancelation of this written form requirement. The Contractual Partner is aware of the fact that persons attributable to iSYS are not empowered and authorized to make declarations that deviate from these General Terms and Conditions or other declarations of the Company. Oral declarations shall only be valid to the extent that they were confirmed in writing by iSYS signed on behalf of the Company by a duly authorized signatory. The legal remedy of annulment of the contract for error is excluded. All rights and obligations resulting from these General Terms and Conditions are passed on to any legal successors of the Contractual Parties.