

## General Terms for Repairs, Maintenance and Safety Checks by Weinmann Geräte für Medizin GmbH + Co. KG, Hamburg as of: 21 April 2010

### 1 General

1.1 The following terms apply with regard to companies (hereafter referred to as "Customer") for all repairs, maintenance and safety checks (STK) (hereafter referred to as "Services") made on products sent to us. "Customers" are natural and legal persons or partnerships with legal personality insofar as they are acting in their commercial or independent professional capacity, including in the areas under public law. All Services will be performed under these terms if not otherwise stipulated in the General Terms and Conditions for Sale and Delivery and/or conditions of warranty of Weinmann Geräte für Medizin GmbH + Co. KG in their respective versions valid at the time of the purchase of the product. Our terms are accepted by Customer upon submission of an order and at the latest with receipt of the initial Service and apply in their respective valid version for the entire duration of the business relations. We do not recognize divergent terms from Customers. Paragraphs 2 and 3 of these terms do not apply to Services provided by our Mobilservice.

### 2 Order, Price, Cost Estimate

- 2.1 Delivery of a product to us constitutes a Customer order to perform Services we deem necessary unless Customer states otherwise. Customer is to send us the product along with a completed copy of the form "Receipt for returns and repairs", which is an attachment to these terms.
- 2.2 Services, including any required small parts, whose total order value does not exceed € 80 plus VAT and shipping charges will be performed without a cost estimate and without advance notice and invoiced to Customer according to the price list valid at the time at which Customer sends us the product. The currently valid price list can be requested from us at any time.
- 2.3 Moreover, we will not make a cost estimate if at the time of receipt of the product we are instructed by Customer to provide Services in accordance with our then currently valid price list and no additional repair expense is incurred.
- 2.4 If the expected costs of the Services exceed the amount given in Paragraph 2.2, we will issue a cost estimate and send it to Customer. If Customer wants a cost estimate for charges below this limit, Customer is to inform us in writing when he sends the product to us.
- 2.5 Cost estimates will be based only on a device which has not been disassembled or which has been only partially disassembled. If in the course of providing Services we determine that expenditures will exceed the originally set amount by 10%, we will make a new cost estimate.

### 3 Shipment/Disposal/Insurance

- 3.1 If Customer declines a repair to be made by us based on a cost estimate submitted (cf. Paragraphs 2.3 – 2.5), Customer can choose between the unrepaired return of the product or disposal of the product at his expense. Costs for the return or disposal of the product are to be found in our price list valid at the time the product is sent to us.
- 3.2 The product sent to us may have to be opened or disassembled for purposes of making a cost estimate. For this reason, if Customer declines Services, under certain circumstances we may not be able to return the product in its original condition to Customer. If Customer does not wish to have Services provided, we are not required to restore the examined product to its original condition if doing so is not technically or economically feasible or justifiable, unless Customer bears the related costs.
- 3.3 When Customer is informed of completion of Services, risk transfers to him. Transport to and from the place of performance is a matter for Customer, who also bears the risk of loss or damage during transport. If, at Customer's request, we manage the transport of the product to or from the place of performance – including any packing and/or loading – the transport is made at the expense and risk of Customer. When shipment of a product is made to Customer, the risk is transferred to Customer at the latest with the delivery of the product to the shipper, freight forwarder or a third-party charged with carrying out delivery; the provision in the first sentence of this paragraph remains unaffected. The shipment is made at the expense of Customer per cargo, shipping, postal service or some other means of our choice from our factory in Hensledt-Ulzburg. The products sent to us by Customer for the performance of Services are not insured against fire, theft, transport and storage-related damages, etc. As required, these risks are to be insured by our Customers themselves.

### 4 Complaints, Guarantee, Liability

- 4.1 Obvious defects must be reported to us in writing immediately after receipt of the product by Customer and recognizable defects must be reported in writing without delay after Customer's prompt examination of the product. Hidden defects are likewise to be reported in writing to us immediately after their discovery.
- 4.2 In the event of unsatisfactory Services, we may choose to improve Services or correct defective Services, notwithstanding the right to refuse to perform subsequent Services entirely because of the disproportionate costs. The rights of Customer in this case are determined by Paragraphs 4.3 and 4.4. We are not liable for the costs of repairing defects arising from the fact that the product was shipped to a different place than the place of performance.
- 4.3 If there is a failure to make improvements or provide satisfactory Services or if Weinmann refuses to correct defects due to disproportionate costs as stipulated in Paragraph 4.2, or if time granted by Customer to correct the defect expires or improvements are unacceptable to Customer, Customer can choose between elimination of the defect through substitution of the required expenditure (self-remedy of defects), a reduced price or cancellation of the contract. In the case of minor defects only, Customer has no right to cancel the contract.

4.4 If Customer chooses to cancel the contract after the failed repair of a defect, Customer is not due any claims for damages related to the defect beyond the provisions in Paragraphs 5.1 and 5.2.

### 5 Liability

- 5.1 We are liable for Customer losses only in cases of intent or gross negligence. If we breach a material contractual obligation, we are then liable for slight negligence. All contractual obligations are considered material in that their fulfillment makes possible the proper execution of the contract and in that the contract party can rely on adherence to the obligations. In cases of slight negligence our liability is limited to predictable, typical contract damages in accordance with the type of Service and Product involved. These provisions apply also in case of fault on the part of our legal representatives or agents.
- 5.2 These liability limitations do not involve claims related to product liability. They also do not apply to bodily damage and damage to health, loss of life, fraudulent concealment of a defect or assumed quality guarantee.

### 6 Expanded Lien on Products, Retention of Title

- 6.1 Given our claim arising from Services rendered, we have, on the basis of the contract, a contractual lien on the product in our possession. The contractual lien may also be invoked for claims from previously performed Services insofar as there is a connection to the product. The contractual lien applies to other claims out of the business relation only insofar as these claims are undisputed or final and absolute.
- 6.2 Insofar as replacement parts and the like installed as part of the Services do not constitute essential components of the product, we reserve ownership of these objects up until such time as all our claims related to the contract have been settled with Customer. If Customer does not make prompt payment, we may demand that Customer return the product for the purpose of removing parts previously installed. Any incurred costs are borne by Customer. If the repair is made at Customer's site, Customer must give us the opportunity to remove the parts at Customer's site. Relevant travel costs will be charged to Customer.

### 7 Data Storage

The customer will be informed that all the data related to his business relationship, including personal data as defined in the German data protection law, will be stored as part of our electronic data processing and forwarded only to authorized service personnel involved with order execution.

### 8 Place of Performance, Jurisdiction and Applicable Law

The place for delivery and payment is Hamburg. The laws of the Federal Republic of Germany apply with the exception of conflict of laws provisions. The application of United Nations Convention on Contracts on the International Sale of Goods is excluded. Hamburg is the exclusive jurisdiction for proceedings involving merchants, legal persons under public law or special funds under public law. We nevertheless have the right to file suit in any other legal jurisdiction.

### 9 Final Clause

Should an individual provision of these terms be or become wholly or partially void, invalid and/or unenforceable, the validity of the remaining provisions shall not be affected. Void, ineffective and/or unenforceable provisions shall be replaced by effective and feasible provisions which are closest to the intended commercial purpose. The same is true if these terms should contain a gap. Only the German version of these terms applies. Versions in other languages are merely translations.

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