

GENERAL TERMS AND CONDITIONS

Art. 1 Quotations

Unless otherwise agreed, our quotations shall be valid for one month as from the date of the quotation. The information in the quotes, brochures, catalogs, drawings, photos, etc. is based on the specifications valid at the time of the quotation. We reserve the right to make technical changes between the time of the quotation and the time of delivery, provided that the purpose intended by the buyer at the time of conclusion of the contract is not impaired or made more difficult or more expensive by such changes.

Art. 2 Prices

Unless expressly agreed otherwise in writing, the prices shall be net prices plus value added tax (VAT) ex warehouse SCHWENNINGEN/Germany or CHAM/Switzerland without any deductions. All incidental costs such as costs for transport packaging, freight, insurance, documents, export, transit, import and other permits and/or authentications shall be borne by the buyer.

Art. 3 Term of Delivery

The delivery dates agreed upon or stipulated when concluding the contract will be adhered to the best of our abilities. If the delivery is delayed for reasons that are beyond **INNOMED-Europe LLC's** control (force majeure, import or transport difficulties, political events, delay of subcontractors, subsequent changes requested by the buyer, etc.), the delivery date shall be postponed accordingly. If the delivery period is exceeded, the buyer shall not be entitled to withdraw from the contract, to refuse acceptance and/or to claim damages or reduction.

Art. 4 Transport

Delivery shall always be made at the expense and risk of the buyer. Complaints in connection with the transport shall be addressed by the buyer to the carrier immediately upon receipt of the consignment and/or the freight documents.

Art. 5 Notice of Defects

The buyer or recipient of a consignment shall be obliged to inspect it immediately upon receipt and to communicate any defects immediately in writing.

Art. 6 Payment Terms

The agreed payments shall be made strictly net within 30 days from the date of the invoice, without any discount or other deductions. Payment shall be made in Swiss francs. If the agreed payment dates are not adhered to, the buyer shall owe interest for delay amounting to 5% (five percent) calculated from the due date, without any special reminder by the supplier. If insignificant parts of the order are missing, or in case of warranty claims against the supplier, the buyer shall not be entitled to withhold payments that are due and payable.

In the event of default of acceptance, the total or remaining purchase price shall become due immediately. In any case of default, i.e. also in the event of default of payment, we furthermore reserve the right to either waive subsequent performance and demand compensation for the damage caused by non-performance or to withdraw from the contract. We reserve the right to claim compensation for any further damage.

Art. 7 Sending of Instrument Samples

Instruments for an operation may be requested for selection. These must be returned within 4 days after surgery; otherwise the sales price will be charged.

Art. 8.1 Return of Goods

Unsuitable or erroneously ordered standard articles from the respectively valid price list will be taken back by us within 10 days from the date of delivery subject to the following conditions:

Goods with intact packaging and label: Credit note for the full sales price.

- * Used or damaged instruments (loaner instruments shall be subject to Art. 9) will be returned to the customer without credit note.

- * Custom-made products will not be taken back under any circumstances.

Art. 9 Loaner Instruments

Standard instruments may be ordered on loan. After the operation, the instruments must be cleaned and disinfected by the clinic and returned within 4 days. For instruments that are returned in damaged condition, the repair costs shall be charged, at least, however, CHF 150.00. They shall be returned with as detailed information as possible on the cause of the defect or complaint.

Art. 10 Permits, Documentation and Package Inserts

The buyer shall inform **INNOMED-Europe LLC** in Cham of the relevant legal and official regulations and shall be responsible himself for their correct compliance.

He shall obtain any necessary licenses and permits. Every intermediate buyer shall undertake to pass on the product with all accompanying documentation and package inserts. Resellers must set up an appropriate instrument tracing system with item numbers and lot numbers so that the whereabouts of the instruments can be traced upon request of **INNOMED-Europe LLC**.

Art. 11 Material Warranty

Upon receipt of the consignment, the buyer shall be obliged to immediately inspect the goods for visible defects. The warranty period for hidden defects is 12 months from the date of delivery. Complaints must be reported to us in writing immediately after the defects have been discovered. Even if the buyer asserts certain defects, he shall not be entitled to refuse payment of amounts that are due. Damages due to improper implantation, improper use, careless and improper handling, disregard of the recommendations for use, natural wear and tear and ageing of the material, overstraining, improper use of aids as well as other reasons for which **INNOMED-Europe LLC**, Cham, is not responsible, shall be excluded from the guarantee. Our products are designed and manufactured according to the proven state of the art of science and technology at the time of manufacture. Any further liability, in particular for consequential damages resulting from defects (e. g. for costs of additional medical treatment, further operations, loss of wages, claims for amends, etc.) is expressly excluded.

Art. 12 Place of Performance

The place of performance for all deliveries and payments shall be Cham (Canton of Zug, Switzerland).

Art. 13 Applicable Law and Place of Jurisdiction

All legal relations between the customer and **INNOMED-Europe LLC** shall be governed by Swiss law (under exclusion of the United Nations Convention on Contracts for the International Sale of Goods).

The exclusive place of jurisdiction for all legal disputes shall be Zug, Switzerland.

Valid from 1/1/2016