

STORZ MEDICAL AG General Terms and Conditions of Sale and Delivery

1. Scope

These General Terms and Conditions of Sale and Delivery (hereinafter „GTCs“) form an integral part of all legal relationships between STORZ MEDICAL AG (hereinafter „STORZ MEDICAL“) and one of its contractual partners (hereinafter the „Customer“).

The Customer acknowledges having full knowledge of these GTCs and irrevocably agrees to accept them. Provisions at variance with these, even if part of the Customer's general terms and conditions, shall not apply unless expressly agreed between the parties in writing.

2. Offers and conclusion of contract

Our offers are valid until the date of acceptance stated therein. Offers without a validity date are always subject to change without notice. Orders or purchase orders shall not be binding on STORZ MEDICAL until the corresponding order has been confirmed in writing by STORZ MEDICAL to the Customer.

Except for operating instructions and advertising material, we reserve ownership rights and copyrights to illustrations, drawings, technical documents and other documents in connection with our products. These may not be used, copied, reproduced or passed on to third parties without express written consent.

Illustrations, catalogues, colour specifications, drawings, measurements, weights, etc. provided by STORZ MEDICAL in the form of printed matter represent general information about the product to which they refer and are therefore not binding specifications for STORZ MEDICAL.

If software is part of the scope of services, the Customer receives a non-transferable and non-exclusive right to use the delivered software for the intended application. All other rights to the software are reserved by STORZ MEDICAL.

3. Prices

Unless expressly agreed otherwise, prices are quoted ex works (EXW according to Incoterms 2010 or the currently valid version).

The prices are exclusive of statutory value-added tax. This is to be shown separately in the invoice at the statutory rate on the day of invoicing.

All taxes, duties, levies and other expenses levied in connection with our services in the Customer's country shall be borne by the Customer.

4. Payments

Payments shall be made within the agreed payment period without any deduction in the currency of the invoice. Any payment or bank charges shall be borne by the Customer.

The Customer is not entitled to withhold and/or offset any amounts owed. If the Customer does not comply with its payment obligation within the payment period, it shall be in default upon expiry of this period without a reminder (expiry date). In the event of default of payment by the Customer, STORZ MEDICAL shall be entitled to charge default interest of up to 9% p.a. on the outstanding amount.

STORZ MEDICAL reserves the right to suspend contractual performance until the Customer has completely fulfilled its outstanding obligations. If the Customer is in default of payment for more than 30 days, STORZ MEDICAL shall be entitled to declare the entire outstanding amount due and payable immediately and/or terminate the contract unilaterally by notifying the Customer in writing.

STORZ MEDICAL reserves the right to demand advance payment or securities up to the amount of the invoice value.

All documentary letters of credit in favour of STORZ MEDICAL must be opened from the primary address of a bank handling letters of credit in accordance with the currently valid version of the „Uniform Customs and Practice for Documentary Credits“ issued by the International Chamber of Commerce.

5. Retention of title

Ownership of delivered products shall not pass to the Customer until the full purchase price has been paid.

The Customer is obligated to treat the products subject to retention of title with care, to store them carefully and to insure them at replacement value at its own

expense against theft, breakage, fire, water and other damage. If maintenance and inspection work is required, the Customer must carry this out in good time at its own expense.

The Customer is entitled to resell the products subject to retention of title in the ordinary course of business if it also reserves the retention of title in favour of STORZ MEDICAL vis-à-vis its customers. The Customer hereby assigns to STORZ MEDICAL all claims arising from the resale of the products subject to retention of title from the retention of title agreed by it with its customers as security for all claims, including future claims, by STORZ MEDICAL against the Customer. The Customer remains authorised to collect these claims even after the assignment. STORZ MEDICAL's authority to collect the receivables itself shall remain unaffected by this. STORZ MEDICAL undertakes, however, not to collect the claims for as long as the Customer duly meets its payment obligations, it is not in default of payment and no petition for the opening of bankruptcy proceedings has been filed. At STORZ MEDICAL's request, the Customer must provide STORZ MEDICAL with immediate written information regarding to whom it has sold the products and what claims it has arising from the sale. Furthermore, the Customer must provide all information required for collection, hand over the relevant documents and inform its customer of the assignment.

The Customer is not entitled to pledge the products subject to retention of title or to assign them by way of security.

In the event of attachments or other interference by third parties with products subject to retention of title, the Customer must notify STORZ MEDICAL immediately in writing.

6. Delivery conditions and delivery times

The products shall be delivered ex works (EXW according to Incoterms 2010 or as amended) unless a different delivery condition has been agreed.

STORZ MEDICAL shall be entitled to make partial deliveries unless this is not requested by the Customer.

If the product cannot be delivered on the agreed delivery date for reasons attributable to the Customer, STORZ MEDICAL shall be entitled to store the product at the Customer's expense and risk.

Delivery periods and dates shall not be binding unless STORZ MEDICAL has previously designated them in writing as binding.

In cases of force majeure, STORZ MEDICAL shall be released from any liability as a result of non-performance or improper performance of contractual obligations. Cases of force majeure are unforeseeable or unavoidable events that are beyond STORZ MEDICAL's control without unreasonable effort and that prevent the fulfilment of contractual obligations. These include, for example, natural disasters, fire, war, strikes or social unrest as well as sovereign orders. STORZ MEDICAL undertakes to inform the Customer immediately of the occurrence of a case of force majeure. In cases of force majeure, STORZ MEDICAL shall be entitled to suspend delivery for the duration of the event. STORZ MEDICAL shall be entitled to withdraw from the contract by written notice after 90 days of persistent hindrance due to force majeure have elapsed.

7. Installation

If the scope of the contract includes installation of the equipment, personnel of STORZ MEDICAL (or its authorised representatives) shall not be recalled to the installation site until the preparatory work for an installation in accordance with STORZ MEDICAL's requirements has been completed.

The Customer is responsible for the transport of the product within its premises. The installation site shall be made available to STORZ MEDICAL in good time and without hindrance so that installation work can begin on schedule. In addition, STORZ MEDICAL personnel will be provided with a lockable room at the installation site for storing tools and instruments.

8. Inspection, notification of defects and acceptance

The Customer is obligated to check the quality of delivered products and services immediately upon delivery or collection. Complaints must be made in writing to STORZ MEDICAL within 15 days of the delivery date. Defects which were not recognizable even after careful examination shall also be reported in writing within 15 days of their discovery. In the event of late inspection or complaint, the corresponding products and services shall be deemed approved and any warranty claims forfeited. These provisions shall also apply in the case of software deliveries.

If the scope of the contract includes a device installation at the Customer's premises, the Customer undertakes to sign the acceptance protocol after installation and completion of the technical tests. If this acceptance protocol is not available, it is assumed that the Customer has unconditionally approved the delivered product

- a) as soon as the Customer uses the delivered product or
- b) if the Customer does not send STORZ MEDICAL a justified complaint in writing within 15 days of the delivery date.

Minimal defects which do not impair the functioning of the product shall be listed in the acceptance protocol but shall not give rise to any delay or refusal of acceptance.

If there is a defect in the product or service and STORZ MEDICAL has been notified in due time, STORZ MEDICAL shall, at its discretion, either repair or replace the defect free of charge within a reasonable period. Cancellation and price reduction are excluded.

The statutory provisions of Art. 197 et seq. of the Swiss Code of Obligations are excluded.

9. Warranty

The warranty period shall be twelve (12) months from the date of delivery unless the parties agree otherwise or special provisions apply. Defects discovered or reported after this deadline can no longer be claimed.

The warranty covers only those defects and faults attributable not to improper handling, installation, storage, transport or cleaning but to material defects or processing faults. The warranty for vacuum articles and flat-panel detectors is governed exclusively by the corresponding warranty period of the respective manufacturer. STORZ MEDICAL shall not provide replacement due to natural wear and tear (consumables). All replaced parts shall become the property of STORZ MEDICAL.

In no event will any repair or replacement of parts or products suspend or prolong any original warranty period. The warranty is likewise not extended for periods during which the product is not used.

STORZ MEDICAL makes no further warranty, either express or implied, and specifically not for the suitability of a product for a particular purpose. Any further obligation or liability on the part of STORZ MEDICAL, specifically concerning lost profits, third-party claims or other direct or indirect consequential damages as well as in general for slight negligence, is expressly excluded.

The statutory provisions of Art. 197 et seq. of the Swiss Code of Obligations are excluded.

10. Returns

STORZ MEDICAL must be notified in advance concerning any returns.

Any returns must be made in accordance with STORZ MEDICAL's directives and delivered in the original packaging. Freight and insurance costs shall be borne by the Customer.

11. Service

Service work during the warranty or maintenance contracts and other repairs shall be carried out by STORZ MEDICAL or a local representative appointed by STORZ MEDICAL (service representative) during normal local working hours from Monday to Friday (excluding public holidays).

12. Operating and safety regulations

For safety reasons, the product may be operated or used only by qualified personnel in accordance with the instructions given in either the operating manual or STORZ MEDICAL's directives.

It is the Customer's responsibility to inform the patient of the nature and risks of treatment.

The Customer undertakes to keep under lock and key all technical data and specifications of the product as well as operating manuals and other manuals, except for general information material and advertising material, and not to make these accessible by unauthorised third parties.

13. Claims for damages

Should a third party bring an action against STORZ MEDICAL over defects in the product, STORZ MEDICAL shall be entitled to determine the scope of the actions necessary for a defence irrespective of the responsibility to assume the costs. The Customer undertakes to support STORZ MEDICAL in its defence in every respect.

Should a claim for damages against STORZ MEDICAL be attributable in whole or in part to faulty operation, improper handling or non-observance of operating instructions on the part of the Customer, the Customer undertakes to indemnify STORZ MEDICAL in full for the defence costs incurred and to pay any damages to the third party by STORZ MEDICAL.

14. Applicable law and place of jurisdiction

These GTCs, the contracts concluded under these GTCs and all disputes arising therefrom shall be governed by Swiss substantive law to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of Swiss international private law.

All disputes arising from or in connection with these GTCs or the contracts concluded under these GTCs, including disputes concerning the valid conclusion, legal effects, amendment and/or termination of such contracts, shall be submitted to STORZ MEDICAL's registered office for assessment by the ordinary courts. STORZ MEDICAL shall also have the right, however, to sue the Customer at any other legally available place of jurisdiction.

15. Final provisions

The Customer shall not be entitled to transfer a contractual right vis-à-vis STORZ MEDICAL to third parties without the prior written and express consent of STORZ MEDICAL.

The Customer hereby agrees that its customer and personal data received in connection with the business relationship (e.g. contact details) may be processed by STORZ MEDICAL for the purpose of the contract and that STORZ MEDICAL may transfer the data to third parties (e.g. credit agencies, collection agencies, insurance companies, government agencies or licensing authorities) to the extent necessary for the fulfilment of the contract or the assertion of rights.

If one or more of these provisions should violate mandatory provisions of applicable law, the validity and enforceability of the remaining provisions shall remain unaffected.

Tägerwil, January 2019