

1. Conclusion and contents of the contract

1.1. All deliveries, services and quotations provided by Steiner-Pinzetten GmbH (hereinafter referred to as "STEINER") shall be based on the present general terms and conditions. Any divergent and/ or additional agreement shall require the explicit consent of STEINER. We expressly object to the general terms and conditions and to the conditions of purchase of the customer. They shall only form an integral part of the contract, if STEINER has approved them expressly and in writing.

1.2. Quotations submitted by STEINER shall be in principle without any commitment or obligation unless the contract is concluded. The customers shall be bound to their order (purchase order) for a period of 8 weeks after receipt of order by STEINER. A contract shall be considered as concluded if STEINER either confirms the acceptance of the order within this period in writing or performs the delivery.

1.3. For the sake of a continuous technological and medical development, STEINER reserves the right to modify the construction or the design even after acceptance of order, so far as it is reasonable and acceptable for the customer.

2. Prices

2.1. The prices valid at the time of conclusion of the contract shall apply. The conclusion of the contract shall become effective after dispatch of the order acknowledgement or when performing the delivery. Prices are valid ex works. Freight charges, postage, packaging and insurance charges - even in case of part shipments - shall be invoiced separately. The legal value added tax applicable on the date of delivery shall additionally be invoiced.

2.2. For an agreed delivery time of more than 4 months or in case of a delivery time of more than 4 months, which is beyond our control, we shall be entitled to reasonably adjust our prices, if our purchase prices, processing and/ or transport costs have increased (considerably).

3. Payment / delay in payment

3.1. Payments shall be effected within 10 days from date of invoice with a discount of 2% or within 30 days net cash without any deduction. In case of service or repair orders, the invoice shall be due immediately after receipt of invoice without any deduction. STEINER shall be entitled to request advance payment, in particular, in case of international business and first-time deliveries.

3.2. In case of transfer orders, payment shall be considered as effected after the amount has been credited to the account of STEINER, in case of payment by cheque or bill of exchange, payment shall be considered as effected at the respective time of honouring.

3.3. In case of any delay in payment, we shall charge an interest for delay which exceeds the base rate by 8% p.a.. The interest rate shall be increased or reduced if STEINER establishes a higher debit or the customer furnishes proof of a lower debit.

3.4. Should the customer fall into arrears with a payment, STEINER shall be entitled - without prejudice to any other right - to call due immediately all receivables from the customer, to retain all deliveries and services and to claim all rights with regards to the retention of title in accordance with section 9 ff. Furthermore, STEINER shall be entitled to request advance payment for deliveries which have not yet been performed.

3.5. Although provided otherwise by the customer, STEINER shall be entitled to credit any payment to prior debts of the customer. In case of accrued interests and charges, STEINER shall be entitled to credit any payment first to the charges, then to the interest and, finally, to the principal claim.

3.6. The customer shall only be entitled to set off these charges against the claims of STEINER, if the set-off is undisputed or if an effective title has been obtained. The customer shall only be entitled to enforce a lien, if the opposing claims arise from the same contractual relationship.

4. Delivery

4.1. Dates of delivery or periods of delivery which can be agreed to be binding or without binding force shall be stipulated in writing. Delivery times shall start with the conclusion of the contract. In case of subsequently agreed modifications of the contract, the respective date of delivery or period of delivery shall also be modified if required.

4.2. Six weeks after exceeding the deadline for a delivery date or a delivery period without binding force, the customer may request STEINER in writing to complete the delivery within a reasonable period of time. By means of this notice STEINER shall be put in default. Damages for delay in addition to the delivery may be claimed by the customer only if wilful or gross negligence can be imputed to STEINER. In case of default by STEINER, the customer shall also be entitled to set a final deadline in writing, while stating that they will refuse acceptance of the contractual performance after the expiry of the stipulated period. After expiry of the stipulated final deadline without any effect, the customer shall be entitled to withdraw from contract by notice in writing or to claim damages for non-performance. Damages can be claimed by the customer only if wilful or gross negligence is imputable to STEINER. The right to claim delivery is excluded in any of the cases cited in the present section.

4.3. Should a binding deadline with regards to a date or period of delivery be exceeded, STEINER shall already fall into arrears on the expiry of the stipulated date or period of delivery. The rights of the customer shall be determined by the provisions stipulated in paragraph 4.2.

4.4. Force majeure, riots, strikes, lock out and major breakdowns for which STEINER cannot be held liable shall extend the dates and time periods specified in paragraphs 4.1., 4.2. and 4.3. by a period corresponding to the period of the breakdowns due to the aforementioned circumstances.

4.5. The details laid down in specifications concerning the scope of supply, appearance, performances etc. applicable on the conclusion of the contract, shall form an integral part of the contract. Nevertheless, unless guaranteed otherwise, these characteristics shall only be approximate and have not been assured, i.e. they shall only serve as criteria to determine whether the subject matter of the contract is faultless according to paragraph 8.

4.6. STEINER shall be entitled to perform part shipments of the total order at any time, which, in accordance with paragraph 3, have to be settled after receipt of invoice.

5. Transfer of risk / shipment

5.1. The registered office of STEINER shall be the place of performance. The customer shall be entitled to examine the subject matter of the contract at the agreed acceptance location, within eight days after the receipt of the notice of supply, and shall be obliged to accept the subject matter of the contract within this period.

5.2. Should, on the request of the customer, the subject matter of the contract be delivered to any location other than the registered office of STEINER, the transfer of risk shall be completed as soon as the subject matter of the contract has been delivered to the forwarding agent and has left the warehouse of STEINER. This shall also apply if the freight charges are borne by STEINER. It shall remain within the customer's responsibility to conclude transport insurances or other insurance policies.

5.3. Any default of acceptance of the customer shall be equal to the transfer of risk.

5.4. Should the customer not accept the subject matter of the contract and perform final inspection within a period of fourteen days after the receipt of the notice of supply, STEINER shall be entitled to set in writing a final deadline of fourteen days for the customer, stating that STEINER will refuse the acceptance after expiry of the stipulated period. Should the stipulated final deadline expire without any success, STEINER shall be entitled to withdraw from contract by notice in writing or to claim damages for non-performance. The stipulation of a final deadline shall not be required, should the acceptance be refused seriously and definitely by the customer or should it be evident that, even within this period of time, the customer will not be able to pay the contract price.

5.5. Should damages be claimed by STEINER, they shall amount to 25% of the contract price. The damages claimed shall be increased or reduced accordingly, should STEINER prove higher damages or the customer prove lower damages. Should STEINER not exercise the rights in accordance with paragraphs 5.4 and 5.5., STEINER shall be allowed to freely dispose of the subject matter of the contract and replace it by supplying a similar good in accordance with the terms of contract.

6. Packaging

The packaging of a delivery shall be invoiced in a lump sum by STEINER and may not be taken back. The customer shall be obliged to ensure a sound disposal at their own expenses.

7. Repair and service work

Repair and service orders by the customers, which are taken on by STEINER outside the warranty, shall be considered to be placed without prior consultation with regards to costs, should the price for the repair or service work not exceed 50% of the replacement price of the goods to be worked on. Otherwise, the charges for the cost estimate shall be invoiced to the customer, should they refrain from having the repair or service order executed after receipt of the cost estimate. The cost estimates shall be established without any guarantee as to their correctness. The charges for shipment and packaging shall be borne by the customer. Furthermore the present general terms and conditions shall apply accordingly.

8. Warranty

8.1. STEINER shall be notified immediately - or within one week after receipt of the goods at the latest - and in writing of complaints with regards to defects of quality, wrong shipment and/ or variations in quantity in case of apparent defects of the supplied goods. Should the defect become apparent only at a later date, STEINER shall be notified within one week after the discovery of the defect at the latest. Should the aforementioned time limits not be observed, the goods shall be considered as accepted and any claims from warranty shall be excluded. The burden of proof concerning all prerequisites of a claim, and in particular with regards to the defect as such, the date of discovery of the defect, and the timeliness of the notice of defect, shall be entirely borne by the customer.

8.2. To all non-apparent defects a warranty period of one year starting from the delivery of the goods shall apply.
This warranty shall not apply if the customer has not notified STEINER of the defect in due time in accordance with paragraphs 8.1. and 8.2.

8.3.

8.3.1 In case of a defect of the purchased object, the customer shall be entitled to claim remedy of the defect or replacement (performance at a later date). All expenses required for the purpose of performance at a later date, i.e. in particular freight charges, transport costs, labour and material costs, shall be borne by STEINER.

8.3.2 STEINER shall be entitled to refuse the type of performance at a later date chosen by the customer, without prejudice to § 275 paragraphs 2 and 3 of the German Civil Code, if the performance at a later date may only be realised while incurring disproportionate costs. In this case, the customer's claim shall be limited to the other type of performance at a later date. STEINER's right to refuse, even in case of these conditions, the performance at a later date due to disproportionate costs shall remain unaffected.

8.3.3. Should the performance at a later date fail or be refused by STEINER, the customer shall be entitled to withdraw from contract or to reduce the purchase price. The performance at a later date shall be regarded as failed after trying twice without success, unless provided otherwise due to the nature of the object or defect or the other circumstances. Should the non-conformity with the contract be insignificant, in particular in case of minor defects, the customer shall not be entitled to withdraw from contract.
In case of termination of the contract due to a defect in title or in quality, the customer shall not be entitled to claim damages for the defect.

8.4. No warranty shall apply should the occurring defects be subject to one of the following causalities:

- The customer has not notified the defect in accordance with paragraph 8.1. by giving immediate opportunity for a performance at a later date, or the subject matter of the contract has been overloaded or handled inexpertly, or the respective operating or maintenance instructions have not been observed by the customer.
 - Repair, maintenance or service work with regards to the subject matter of the contract were previously performed by a company other than STEINER or a company expressly authorised by STEINER.
 - The subject matter of the contract was equipped with components or was used together with components or accessories whose use had not been approved before by STEINER, or the subject matter of the contract was modified by the customer in any other way not approved by STEINER.
- Any warranty shall be excluded in cases of natural wear of the subject matter of the contract.

8.5. Warranty promises shall only be effective should they have been agreed in writing or confirmed in writing by STEINER.

8.6. Any right to exchange shall generally be excluded. Should an exchange or repurchase be performed in certain cases, which shall be exclusively restricted to new and factory-packed goods, the customer shall pay the handling charges amounting to at least 20% of the net invoice amount plus the respectively applicable legal value added tax to STEINER.

9. Retention of title

9.1. The goods delivered shall remain the property of STEINER until the payment of the purchase price and all debts accrued within the framework of the business relation are settled.

9.2. During the period of retention of title, the customer shall be entitled to possess and use the subject matter of the contract, in so far as they meet their obligations with regards to the retention of title and the general terms and conditions in due course.

9.3. The customer shall be entitled to resale or process the reserved goods within the framework of regular business operations, either against immediate payment or with retention of title.

9.4. As long as the retention of title is effective, any pledging, chattel mortgage, leasing or any other transfer of the subject matter of the contract impairing the safeguarding of STEINER, as well as any modification of the good shall be subject to prior approval in writing by STEINER. The customer shall ensure STEINER the gratuitous deposit of the good.

9.5. For reasons of security, the customer shall now cede to STEINER the claims resulting from the resale or the processing of the reserved good, as well as all subsidiary rights against the third-party debtor, up to the invoice amount and with the right to collect the debts. Herewith STEINER accepts the cession. Should the safeguarding value exceed the amount of the claim filed by STEINER by more than 20%, STEINER shall release the safeguarding at their own discretion on request of the customer. Until further notice, the customer shall be entitled to collect the claim ceded to STEINER; the collection shall be effected on a trust basis and on account of STEINER. The collected proceeds shall therefore be due to STEINER and shall be passed on to STEINER. On request by STEINER, the customer shall be obliged to disclose the cession to a third party and to provide the information required to assert the respective rights by STEINER against the third party. The collecting power may only be revoked should the conditional purchaser not duly meet their financial obligations towards STEINER. Under these conditions only shall STEINER be in a position to request the customer to disclose the cession to a third party.

9.6. The customer shall be obliged to immediately notify STEINER of any seizure and impairment of STEINER's rights by third parties with regards to the reserved good or the claims ceded to STEINER, and to support the intervention on the part of STEINER in every respect.

9.7. The charges with regards to measures for the preservation and protection of the property of STEINER shall be borne by the customer.

9.8. Tacking back the reserved goods by STEINER shall not imply a termination of contract.

10. Liability

10.1. STEINER's liability shall generally be restricted to wilful or gross negligence. This shall neither apply to the liability for damage resulting from injuries to life, body or health, nor to the liability in major cases of breach of contract. In these cases, STEINER shall also be liable for slight or ordinary negligence. Furthermore, the provisions of the German product liability law shall remain unaffected.

10.2. Damages claimed by the customer due to a defect shall become barred by limitation after a period of one year from the delivery of goods. This provision shall not apply should fraud be imputable to STEINER.

10.3. The rights of the customer with regards to the warranty in accordance with paragraph 8 shall remain unaffected.

10.4. The claims arising from delay in delivery are concluded in paragraph 4.

11. Secrecy / trademark protection

11.1. Without express consent of STEINER, it shall be prohibited to pass on to competitors or unauthorised persons the originals or reproductions of any document relating to quotations and/ or sales and of any other document, including image, sound and other data carriers, or to use these documents in any other way harmful to STEINER's interests. Furthermore, it shall be prohibited to communicate, verbally or in writing, the conditions and in particular the prices specified in the quotation submitted by STEINER to third parties.

11.2. Without prior approval in writing by STEINER, the customer shall not be allowed to use or utilize in any way the name "STEINER", the trademark "STEINER", the logo or any other trademarks or labels on the part of STEINER.

12. Termination of contract

Until the shipments of goods, STEINER shall be entitled to withdraw from contract should the customer acts contrarily to the conditions of the contract in a substantial way, the financial standing of the customer deteriorates considerably or the conditions taken as a basis for the present contract be subject to major changes.

13. Place of performance, place of jurisdiction, applicable law

13.1. The contracting parties agree that the registered office of STEINER shall be place of jurisdiction and place of performance, if

13.1.1. the contracting parties are businessmen, legal entities or special funds under public law;

13.1.2. the general place of jurisdiction of one of the two contracting parties is not Germany;

13.1.3. the customer to be claimed by way of action has transferred their residence or general abode to any place outside the area of application of the German code of civil procedure after conclusion of the contract, or if the residence or general abode of the customer are not known at the time of filing the action.

13.2. The place of jurisdiction settled by law for the institution of proceedings for default action shall remain unaffected by the provisions under paragraph 13.1.

13.3. All legal relationships between STEINER and the customer(s) shall be exclusively subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sales of Goods dated April 11, 1980 (UN purchase law) and excluding the German private international law.

14. Final provisions

14.1. STEINER shall be entitled to process the customer data received with regards to or within the framework of the business relations in compliance with the provisions of the German Federal Data Protection Act, no matter whether the data was received by the customers themselves or by third parties.

14.2. Should any provision of the present contract concluded with the customer be held to be void, the validity of the other provisions shall not be affected. In this case, the void provision shall be substituted by a valid provision, which comes closest in its economic effects to the void provision.

Engen, den 01. April 2013
Steiner-Pinzetten GmbH, Ostlandstrasse 36,78234 Engen