General Terms and Conditions of Sale

General Terms and Conditions of Sale of **SC - Sanguis Counting Kontrollblutherstellungs- und Vertriebs GmbH**

1. General information

The general terms and conditions of sale (hereinafter referred to as GTC) apply to all contracts between the purchaser and us and apply, unless an individually agreed written regulation has been made between the parties.

These General Terms and Conditions are only applicable in business dealings with entrepreneurs.

The customer's general terms and conditions of business shall not apply, even if they have not been expressly objected to. They shall only apply if we have agreed to them or parts thereof in writing or expressly.

2. Conclusion of the contract

2.1 Our offers to the customer are generally subject to change and are not binding. Possible agreements of any kind will only become a binding contractual basis upon our written confirmation. A written form is maintained by the transmission of faxes and by e-mail.

2.2 A binding conclusion of the contract shall only come into effect upon our order confirmation or upon the execution of the order.

2.3 Samples and brochures are provided for illustrative purposes only. Any information contained in our sales documents shall only be binding if it is expressly made in writing as the basis of the contract. We expressly reserve the right to make technical or other changes.

3. Delivery

3.1 Unless otherwise agreed, deliveries to the customer shall be made ex works at Nümbrecht, to the place of delivery specified by the customer.

3.2 Partial deliveries are generally permissible, provided that they are reasonable for the customer.

3.3 The delivery time is specified individually in the order confirmation for each contract conclusion. These are approximate delivery times. The purchaser may request us to deliver within a reasonable period of time in writing 5 working days after the non-binding delivery date has been exceeded. Insofar as a binding delivery date has been agreed in individual cases,

the scope of liability in the event that we are in default for reasons for which we are responsible shall be determined in accordance with Section 7 of these General Terms and Conditions.

3.4 If the customer is in default of acceptance or if he violates other cooperation obligations, we shall be entitled to demand reimbursement of the damage incurred to us including any additional expenses. At the time of the delay in acceptance, the risk of accidental loss or accidental deterioration of the ordered item shall also pass to the customer.

4. Transportation

4.1 The risk shall pass to the buyer as soon as the goods have been handed over to the transport company or left our factory or warehouse. If the transport costs are borne by us, the regulation remains unaffected. The customer must assert complaints for transport damage, taking into account the special deadlines in accordance with 6.2 (obligation to notify) of this contract.

4.2 Transport packaging and all other packaging in accordance with any regulations shall not be taken back. The customer is obliged to dispose of the packaging at his own expense.

5. Prices

5.1 The agreed prices are fixed prices. They are exclusive of VAT, any customs duties, freight, postage, insurance, Bank charges etc. as well as packaging. These costs will be charged separately to the purchaser. We reserve the right to increase our prices appropriately if costs increase after the conclusion of the contract, in particular due to collective wage agreements, or material prices increase. We will provide proof of this to the customer at the customer's request.

5.2 A deduction of a discount is only possible after prior written agreement in the respective contract.

5.3 The purchase price is due in accordance with the terms of payment stated in the invoice. The receipt of the amount on one of our accounts is decisive for the fulfillment. If the customer is in default of payment, we are entitled to claim the damage caused by the delay (interest, lawyer's fees, etc.).

5.4 We are entitled to assign the claims against the customer and to have them collected by third parties.

5.5 The customer can only offset claims against us that are undisputed or have been legally established. The prohibition of offsetting does not apply to claims arising from the withdrawal from the contract.

5.6 Minimum order value/minimum quantity surcharge
Our minimum order value (net sales value) is EUR 100.-. For orders that fall below this value, we charge a minimum quantity surcharge of EUR 50.-.

5.7 We are entitled, irrespective of the provisions of the customer, to initially set off payments against older debts at our discretion. The regulation of § 366 para. 1 BGB (German Civil Code) is excluded in this case.

6. Warranty for defects

6.1 The customer is obliged to inspect the delivered goods for defects directly after receipt and to notify us of these defects immediately in writing.

6.2 Obvious damage to packaging and goods, lack of conformity of the delivery item with the delivery note and the documents on which the order is based, must be reported by the customer within 5 working days after receipt of the goods at the latest. Otherwise, the defects in the delivery, as soon as they are determined in accordance with the conditions of a proper business process, must be reported with a comprehensive description of the defect. In the latter case, the customer must also send the notification of the defect in writing within 5 working days from the date on which the defect was discovered. A resale of defective goods or use thereof is only permitted after inspection and possible release by the supplier.

6.3 No warranty shall be assumed in the event of unsuitable or improper use, faulty or negligent handling, improper maintenance and chemical exposure or similar cases. The same applies if the transport and storage instructions are not followed, and instructions are used that do not meet the original specifications.

6.4 Insofar as a defect for which we are responsible exists, we are entitled, at our discretion, to remedy the defect or to provide a replacement.

6.6 A change in the burden of proof at the expense of the customer is expressly not associated with the above regulations.

7. Liability

7.1 We are only liable in cases of intent or gross negligence as well as in cases of culpable injury to life, body or health in accordance with the statutory provisions. In cases of gross negligence, however, limited to the foreseeable damage typical for the contract, unless there is an exceptional case within the meaning of the above regulation.

Otherwise, we are only liable in accordance with the Product Liability Act or due to the culpable violation of essential contractual obligations. However, the claim for damages for the violation of essential contractual obligations is also limited to the contract-typical, foreseeable damage, unless any of the above-mentioned exceptional cases also exists.

7.2 The aforementioned regulation applies to all claims for damages (in particular for damages in addition to performance and damages instead of performance), regardless of the legal reason, in particular due to defects, the violation of obligations arising from the contractual relationship or from tort. This also applies to the claim for reimbursement of futile expenses. The same applies to liability arising from delay as well as for impossibility.

8. Force majeure

8.1 Force majeure, industrial disputes, riots, official measures and other unforeseeable and serious events shall release the customer and us from the service obligations for the duration of the disturbance and the extent of its effect.

8.2 Both the customer and we are obliged to provide the necessary information without delay and to adapt our obligations to the changed circumstances in good faith.

9. Reservation of ownership

9.1 We reserve the right of ownership of all delivered goods until full payment has been made. In this case, all deliveries are considered to be a connected delivery transaction. In the event of an ongoing invoice, the reservation of ownership also extends to securing the balance claim for all liabilities arising from the business relationship.

9.2 Within the scope of the proper course of business, the customer is entitled to process and/or sell the delivery.

9.3 If the delivery is inseparably mixed or processed with other items that do not belong to us, we shall become co-owners in the ratio of the invoice value of the reserved goods to the value of the newly created item. If the customer sells the goods or the objects manufactured with the goods, the claims arising from the sale, if necessary on a pro rata basis, shall pass to us as a precaution. As a precaution, the purchaser assigns to us the ownership of these goods,

the right to surrender and any claims for compensation for loss or damage. The assignment is already accepted.

9.4 The customer is entitled to collect the claims transferred to us in his own name. Any assignment of claims to third parties, pledges, donations, remission, etc. requires our written consent.

9.5 If the customer does not meet his payment obligations toward us, we can revoke the collection authority and demand that the customer notifies his debtor of the assignment.

9.6 Any seizure or other intervention by third parties shall be notified to us by the Purchaser immediately in writing.

10. Limitation

10.1 Insofar as a new or newly manufactured item is the subject of delivery, the limitation period for defects – regardless of the legal reason – is one year.

10.2 The limitation periods applicable to claims for damages according to 10.1 apply to all claims for damages against us that are connected with the defect – regardless of the legal basis of the claim.

10.3 However, the above limitation periods shall apply with the following provision:

10.3.1 The limitation periods generally do not apply in the event of intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee for the quality of the delivery item.

10.3.2 The limitation periods shall also not apply to claims for damages in the event of a grossly negligent breach of duty, in the event of a culpable breach of essential contractual obligations – which does not exist in the delivery of a defective item – in the event of a culpable injury to life, body or health or in the event of claims under the Product Liability Act. The limitation periods for claims for damages also apply to the reimbursement of futile expenses.

10.4 The period of limitation begins with delivery for all claims for damages.

10.5 Unless expressly stated otherwise, the statutory provisions concerning the start of the limitation period, the suspension of expiry, the suspension and the new beginning of periods shall remain unaffected.

10.6 The above regulations apply accordingly to claims for damages which are not related to a defect, insofar as they also apply to claims for damages.

11. Obligations according to the Medical Device Law Implementing Act (MPDG)

11.1 In order to ensure traceability in the event of a corrective measure in the market, as well as a possible recall in accordance with the provisions of the Medical Devices Act, the customer is obliged, in the event of resale, to keep records about to whom the delivered products have been resold, and to carry out on time and to document the corrective action in accordance with the request of SC - Sanguis Counting Kontrollblutherstellungs- und Vertriebs GmbH and to provide information about the recipients of the goods immediately upon request.

11.2 In the event of resale, the Customer shall continue to be obliged to impose the obligation on its customers in accordance with paragraph 1 above in order to enable traceability.

11.3 The customer shall ensure that all sales-oriented employees and vicarious agents have been trained as medical device advisors in accordance with §83 MPDG and only provide performance statements for the products that have been published by the supplier in the catalogue, the labelling and any instructions for use.

11.4 The customer undertakes to notify the supplier of all complaints, claims and deviations immediately in writing and to actively carry out market surveillance and to report findings thereof to the supplier.

11.5 The customer must keep records of compliance with the specified storage and transport conditions and maintain them for at least 10 years.

11.6 The customer undertakes not to change the packaging/packaging sizes of the products. The labelling and instructions for use of the products may not be changed by the customer either. This also applies to advertising and performance statements as well as the purpose for the products.

12. Applicable law/place of jurisdiction

12.1 The applicable law of the Federal Republic of Germany shall apply to all legal relations between the customer and us. The application of the United Nations Convention of 11.04.1980 on Contracts for the International Sale of Goods (CISG) is excluded and the application of the referral standards of private international law is excluded.

12.2 The place of performance and place of jurisdiction is Siegburg. However, we are entitled to bring an action at the principal place of business of the customer.

13. Other provisions

13.1 The language of correspondence is German.

13.2 If these General Terms and Conditions are written in different languages, the German version shall be deemed to be the authentic language version, which shall be decisive in any case.

13.3 Should these provisions be partially invalid or incomplete, this shall not affect the validity of the remaining provisions. The invalid or void provision shall be replaced by the statutory provision.