

§ 1 Terms and Conditions (T&Cs)

For Supplies and Services of Vamedis Swiss GmbH, Viscosetrasse 64-68, CH-9443 Widnau, Switzerland.

- The following T&Cs apply to all offers and contracts or agreements between Vamedis Swiss GmbH ("Vamedis") and the respective buyer ("Buyer"). The supplies, services and offers of Vamedis are made based exclusively on these T&Cs. Side agreements and amendments to these T&Cs require written approval by Vamedis. This also applies to all agreements made orally by Vamedis through the sales force.
- The Buyer's purchasing conditions apply only to the extent they are consistent with the T&Cs of Vamedis. Vamedis hereby expressly objects to any contract conditions of the Buyer's that differ from the T&Cs of Vamedis. They also shall not form a part of the contract if Vamedis does not expressly object to the same individually.
- If the Buyer is an enterprise for which the contractual relationship forms part of its commercial or independent professional activity, a legal entity or a special asset under public law, these also apply for all future business relations, even if they are not expressly included again in the individual case.
- For effective inclusion of the T&Cs for all orders of the Buyer, Vamedis shall make a paper copy of the T&Cs available to the Buyer in their currently valid version.
- The Buyer hereby acknowledges the following conditions no later than with the acceptance of the supplies and services of Vamedis.
- Vamedis is not a manufacturer. To the extent the Buyer asserts a right of recourse against Vamedis, Vamedis hereby claims indemnification and full recourse against the manufacturer, which should be exhausted against said manufacturers as a matter of first resort by Buyer.

§ 2 Execution of the Contract

- The offers of Vamedis, including information in brochures, price lists, etc., are subject to change and non-binding. Any offer prepared specifically for Buyers by Vamedis is no longer binding after the expiration of 30 calendar days or any deadlines cited in the offer.
- All orders require a separate order confirmation from Vamedis, designated as such, for the execution of the contract to be legally valid. At Vamedis' option, this can take place by mail, messenger, fax or e-mail.

§ 3 Prices

- The price list valid as of the date of delivery, available from Vamedis on request, applies to Vamedis' goods. Prices are pure net ex distribution warehouse (EXW Seller's warehouse), in the currency indicated. The prices do not include packing, postage, insurance costs, freight and the current legal sales tax at the time of delivery, all of which shall be paid by the Buyer.
- Price changes are permissible if more than four months have elapsed between the execution of the contract and the agreed upon delivery deadline. In this case, the price valid as of the day of delivery applies. In the case of enterprises and legal entities or special assets under public law as Buyers, the price valid as of the day of delivery applies in any event.
- Buyers inside the EU agree to report their VAT and/or Sales Tax Identification numbers, USA Buyers shall report their Federal Employer Identification Number; without limitation (meaning any other identifications required by law for tax or regulatory purposes must be provided as applicable).
- The Buyers are responsible for disposal of the packaging if Vamedis does not demand return of the packaging.
- If Vamedis performs the supplies and services within the framework of a contract for the performance of a continuing obligation or if the delivery periods are longer than four months, Vamedis is entitled to increase prices. If the price increase is more than 10%, the Buyer can withdraw from the contract within two weeks after the announcement of the price increase. This right of withdrawal does not exist for enterprises, legal entities under public law or for special assets under public law.

§ 4 Deliverables

- The governing designation of the deliverable derives, in cases of doubt, from the Vamedis order confirmation.
- All information and data on the goods as well as the services of Vamedis, such as the description of goods, technical data such as dimensions, weight, illustrations and drawings in brochures, documents or similar serve only to characterize and describe and are not binding. In particular, references to norms serve only to describe the goods in greater detail and do not provide a warranty. A warranty is present only when Vamedis expressly declares it as such in writing; the warranties of merchantability and fitness for a particular purpose are expressly disclaimed. Vamedis reserves the right to make changes or improvements in the deliverables within the framework of continuing medical and technical development. This also applies for changes occurring within the framework of a contract for the performance of a continuing obligation after execution of the contract.
- All drawings, illustrations and pictures are subject to copyright and may be used with the express written approval of Vamedis or the copyright holder.

§ 5 Delivery Conditions and Deadlines

- Deliveries are made by Vamedis in accordance with the conditions of the International Chamber of Commerce defined by Incoterms EXW (ex Warehouse) unless otherwise stipulated in writing. To this extent, Incoterm2000 forms an integral part of these T&Cs. For further information on the Incoterms, go to www.iccwbo.org.
- The risk is always transferred to the Buyer even in the case of freight-free delivery ex factory or ex distribution warehouse.
- Vamedis may support the Buyer in the carrying out of certain downstream deliveries. Availment of these additional services from Vamedis forms the basis for a separate contractual relationship between the parties. The services provided by Vamedis shall be performed by Vamedis at the order and on behalf of the customer and will be billed in accordance with the current Vamedis price list for supplemental services.
- The delivery deadlines of Vamedis begin with the date of sending of the order confirmation to the Buyer.
- Vamedis is entitled to make partial deliveries at its sole discretion. They are considered independent services. If Vamedis has not delivered the remaining order within two weeks following the confirmed delivery deadline, the Buyer can set a subsequent deadline of three weeks in accordance with these same legal provisions. If Vamedis does not perform by the end of this period, the Buyer can withdraw from the contract. This right of withdrawal must be exercised by immediate notice to Vamedis in writing.
- Events of force majeure and delivery disruptions at the subcontractors' premises release Vamedis from the performance obligation for the duration of their effects. This also applies for strikes, lock-outs and other circumstances that make delivery significantly more difficult for Vamedis or make it otherwise impracticable or impossible, without Vamedis being responsible for said circumstances and regardless of whether they occur at Vamedis', the buyer's or a subcontractor's premises. This further applies if Vamedis is already in delay. Claims for compensation, damages, restitution or other forms of claims of any kind cannot be a basis for any liability, monetary or otherwise. Vamedis must inform the Buyer of the start and end of such events / impediments as soon as possible. Vamedis is also not responsible for the above described circumstances in transactions with merchants and enterprises when they occur during the course of a delay already occurring.
- In case of a delivery delay, Vamedis' liability is limited to a maximum of 5% of the sales price of the specific orders at issue, except in cases caused by willful intent or gross negligence of Vamedis. If the delay is based on the willful intent or gross negligence of Vamedis, liability is limited to the gross profit margin that would have applied to a resale of the subject goods, or 25% of the order price, whichever is lower.
- The goods shall be insured by Vamedis only upon written request by the Buyer in exchange for re-billing of the costs.

§ 7 Inspection and Duty of Care

- The Buyer agrees to independently inspect the goods before distribution to third parties, in any event, for detectable risks, particularly of a health nature for consumers. In particular, the storage provisions as indicated on the product label are binding and must be observed.
- The Buyer agrees to handle the goods carefully and in an orderly manner. It agrees to comply with or to ensure compliance with all relevant regulations regarding handling and storage of the goods as well as all safety and other regulatory provisions regarding identification, expiration dates and advertising. The goods may be distributed only in their original packaging with the original text on labels and package inserts.

§ 8 Warranty

- Vamedis offers a warranty for the contractual properties of the goods at the time of transfer of risk with regard to material and processing in accordance with the current state of the art. For contracts with enterprises as Buyers, Vamedis offers a replacement ONLY warranty of freedom from defects of the deliverables for the period of thirty (30) days after delivery.
- The Buyer must examine every delivery carefully and completely, immediately upon receipt. The Buyer must file complaints regarding defects immediately after receipt of the goods. The time of receipt of the complaint is the governing date. Otherwise, the entire delivery is considered approved. In transactions with non-merchants, this applies only to the extent that obvious defects are involved. Defective goods are to be returned to Vamedis.
- During the inspection, complaints for detectable defects or shortages must be filed within 2 days after receipt of the goods, in writing. If a defect not detectable upon the initial delivery appears later, the Buyer must inform Vamedis thereof immediately upon discovery. When filing a complaint for defects, the Buyer must describe the alleged defect in detail and, in particular, report the way in which and under what circumstances this defect occurred. Validly reported defects, objected to in a timely manner, obligate Vamedis, at its option, to replace the items with conforming or better goods, if applicable.
- In all cases, the Buyer shall bear the risks of transportation for the return and re-delivery. Vamedis shall bear the costs of labor and materials. Repeated conforming replacement goods are permissible, to the extent not unreasonable. Should conforming replacement goods prove impossible to supply or should Vamedis fail to perform said conforming replacement goods despite the setting of a reasonable extension period, the Buyer can demand a reasonable reduction in price or rescission of the contract. If a defect in title has occurred, Vamedis is entitled to modify the deliverables in a manner reasonable for the Buyer to eliminate the defect in title. The Buyer has a claim for compensation instead of a claim for service only if a violation of obligations attributable to Vamedis has occurred. If, in the case of a defect in title, a change under reasonable economic conditions or within a reasonable period is not possible, both the Buyer and Vamedis are entitled to withdraw from the contract without liability of any kind.
- Regardless of the possible lapse of time, warranty claims are excluded if they are not asserted in court within six months following awareness of the defect or if they have been expressly accepted by Vamedis in writing. No other claims due to defects are possible. Inspection, improvement or other efforts on the part of Vamedis despite late complaints do not constitute a waiver of the defense of delay. The same applies in the case of complaints that are not correct in form or are incomplete.
- The liability for defects does not apply to normal wear and tear, and in particular, not for defects or damages that are caused after the transfer of risks or by the fact that the goods were handled in an erroneous or negligent manner by the Buyer, that maintenance instructions, prescriptions for use or storage, or legal provisions were not followed, or that interference with or changes in the goods were made by persons not authorized by Vamedis to do so, if parts are exchanged or used up, or if materials not meeting the original specifications were used.
- If improved or conforming replacement goods deliveries are impeded or made difficult by Buyer, particularly through the above-mentioned circumstances, Vamedis' obligation to

do improve or replace and thus any further warranty claims no longer apply. Vamedis declares that it is prepared to assign its own claims against the manufacturer or its subcontractors to the Buyer. , at Buyer's election made by prompt notice in writing.

34. Return transportation of goods objected to is permissible only with the written agreement of Vamedis. In transactions with merchants, the freight costs are to be advanced by the Buyer. Transportation costs will be reimbursed only in the case of justified complaints of defects.

35. With regard to goods that are exposed to natural expiration (characterized as such with an expiration date), a warranty payment can be granted only within the framework of their stated lifetime.

36. In the case of warranted properties (see § 4, No. 14, above), claims for liability and expiration according to Sections 24 – 34 apply first before the Buyer can assert any other claims.

37. Claims for compensation for the consequences of defects are limited, in the case of merchants and legal entities or special assets under public law, to damages based on the limited warranty as described in these T&Cs, and no other basis. Vamedis offers information and advice to the best of its knowledge, but without any guarantee.

38. To the extent a defect was fraudulently concealed or Vamedis has expressly undertaken a guarantee in writing, Vamedis is liable without limitation.

§ 9 Liability

39. All other claims to compensation beyond the regulations in § 8, regardless of the type and legal ground, particularly for the replacement or unforeseeable consequences, are excluded to the extent not otherwise stipulated in these Conditions.

40. In the case of willfulness, gross negligence on the part of legal representatives or senior executives of Vamedis culpable infringement of contractual obligations or of promises of warranty on the part of the latter or other employees, Vamedis is liable in accordance with applicable law. For the violation of non-essential contractual obligations by other employees, Vamedis is not liable for unforeseeable damages. Claims for compensation from crimes exist only in the event of willful or grossly negligent causation by a duly authorized agent of Vamedis, provided that Buyer is hereby notified that such acts are specifically prohibited and never authorized. This also applies to actions on the part of Vamedis' hired vicarious agents. In the case of minor violations of obligations through gross negligence on the part of Vamedis or the fulfillment or vicarious agents hired by Vamedis, Vamedis' liability is limited to foreseeable damages typical of the contract.

41. If default is the precondition for the Buyer's claim, the Buyer bears the burden of proof unless otherwise stipulated by law.

§ 10 Lapse of Time

42. Time is of the essence. Any claims by the Buyer against Vamedis are subject to the statute of limitations and in accordance with the provisions of this contract.

§ 11 Returned Goods

43. The return of goods requires the prior written agreement of Vamedis.

§ 12 Retention of Title

44. Up until full receipt of the purchase price or compensation for the services performed by Vamedis and the shipping costs as well as up until complete receipt of the payment for all past and future deliveries of goods within the conditions of the transaction, including all side agreements (in the case of payment by check or note, up until payment of the check or note), the delivered goods remain pledged as security for payment to Vamedis.

45. If the Buyer is an enterprise, it is irrevocably entitled to further dispose of the goods only within normal business transactions, but not to pledge or transfer the same by way of security or other extraordinary dispositions. The Buyer is obligated to impose a retention of title on its purchasers.

46. The Buyer hereby assigns all receivables from the further disposition or from bill-and-keep transactions for the services rendered by Vamedis in the sum of the final invoice amount

according to Vamedis' invoice (including the legal sales tax) to Vamedis, regardless of whether the goods subject to the reservation are further disposed of before or after processing. Vamedis hereby accepts the assignment.

47. The Buyer may collect the above-mentioned receivables from its purchasers revocably in its own name for billings by Vamedis as long as it complies with its payment obligations with regards to Vamedis. The Buyer shall bear the cost of collection of the receivable. The proceeds belonging to Vamedis are to be paid to Vamedis immediately upon collection by Buyer. Vamedis' authorization to collect the above-mentioned receivables remains unaffected. The Buyer may not include the receivable in a current account relationship with its purchaser. Vamedis agrees to collect the receivables itself only when the Buyer does not comply with its payment obligations in an orderly manner, is in arrears, files a petition for the opening of insolvency proceedings involving its assets, or has ceased payments. If this is the case, however, Vamedis can demand that the Buyer report the assigned receivable and its debtor, that it provide all information required for collection, provide Vamedis with the related documentation and disclose the assignment to the debtor (third party). The Buyer must report all measures necessary to secure the rights of Vamedis. Vamedis is entitled to inform third parties of the assignment itself and to issue instructions. In the case of connection, mixing or commingling with other goods not belonging to Vamedis, Vamedis acquires co-title to the new item in accordance with the proportion of the value of the goods delivered by Vamedis to the other goods involved in the connection, mixing or commingling. To the extent the Buyer processes or reshapes the good delivered by Vamedis The Buyer is only a custodian that has the contingent right to retain payments after all obligations to Vamedis are paid.

48. The Buyer must reasonably insure the goods from all the usual risks, particularly of fire, theft and water damage at their new value according to the sum of the final invoice amount pursuant to the Vamedis invoice (including legal sales tax) and, store the same separately and treat them professionally and carefully. Furthermore, the Buyer is obligated to mark Vamedis' goods as the property of Vamedis as long as it has not resold them in the regular course of business and transferred possession thereof.

49. The Buyer hereby assigns claims arising from a damage event against its insurance in the amount of the value of the goods subject to such retention to Vamedis. Vamedis hereby accepts the assignment. As a precautionary measure, the Buyer is obligated to carry out any and all further actions required by law to assign the above-mentioned claims effectively to Vamedis.

50. Any access by third parties to the goods subject to the retention of title or to any receivables assigned to Vamedis, any seizure of the goods subject to such retention or other access by third parties are to be reported to Vamedis immediately, in writing, including the name and address of the seizing party or accessing third party. The seizing party or accessing third party is to be informed by the Buyer immediately of the retention of title in favor of Vamedis.

51. If the Buyer falls into arrears on payments or if it does not comply with other essential contractual obligations, Vamedis can demand the return of the subject goods and Vamedis may subsequently dispose thereof. The buyer must permit the removal and grant access to its office and business premises for such purpose. This is not considered rescission of the contract. If, however, Vamedis has set a deadline with the threat of refusal of further performance, and if Vamedis then sells the goods, the Buyer is liable for the difference between the sales price and the price realized. It shall furthermore bear the costs of the return. The Buyer shall bear all costs. The retention of title also applies with regard to forwarders to which the goods were transferred at the request of the Buyer or the request of Vamedis.

52. If the value exceeds all securities for collateralized receivables by more than 20%, the Buyer can demand the release of securities at Vamedis' option to this extent. If the goods subject to the retention are disposed of with other goods, the agreed upon advance assignment applies only to the subject goods and the price the Buyer obtained for them. The Buyer's advance assignment in favor of Vamedis also refers to those receivables from third parties resulting from the connection or fixture of goods to any real estate.

§ 13 Payment Conditions, Default, Offset

53. Vamedis' invoices are due upon presentation of the invoice and, if not otherwise stipulated in the individual case and accordingly on Vamedis' order confirmation, are payable within ten calendar days net from the invoice date, without deduction. With the end of the above-mentioned payment period, the Buyer automatically falls into default. The receipt of the amount of the invoice in the account indicated by Vamedis governs this term.

54. In transactions with enterprises, Vamedis can calculate interest in the amount of 8% per annum above the base interest rate from the due date or otherwise from the start of the default, or in any case at the maximum amount otherwise permissible under applicable law. To the extent the Buyers are consumers, they are liable for default according to the legal provisions relating to consumers under applicable law. The right to assert additional claims for default is reserved. Discount fees, note taxes and late-payment interest are payable immediately. All such fees are payable by the Buyer.

55. Offsets can be taken against Vamedis' payable receivables only with receivables acknowledged by Vamedis in writing or legally established receivables of the Buyer. In the above cases, the Buyer is equally entitled to withhold payments due to Vamedis. If the Buyers are an enterprise and a legal entity or special asset under public law, they waive the right to any withholding.

56. If the Buyer is in default with a payment or if it has ceased payments or if events have occurred that indicate that cessation of payments may occur, Vamedis is authorized, subject to its other rights, to demand advance payments or the posting of collateral for additional orders and/or before further partial deliveries according to § 5, Par. 20, Nos. 1, 2. After the expiration of a reasonable grace period, Vamedis can demand rescission of all current contracts with the Buyer in whole or in part or compensation due to nonperformance. If partial payment is agreed upon and the Buyer falls into default with an installment, the remaining amount is due immediately.

§ 14 Data Protection

57. Data is stored and used only in compliance with the applicable data protection and privacy law for each jurisdiction. Vamedis reserves the right to forward data to affiliated companies or subcontractors within the framework of order processing as well as to economic information services for purposes of credit checks and monitoring or creditworthiness, if necessary. The Buyer can object to the above-cited use and processing of the data at any time through a communication to Vamedis. Vamedis does not market addresses.

§ 15 Final Provisions

58. If a provision (or any portion thereof) of this contract is or becomes invalid, the validity of the other provisions remains unaffected thereby. A valid provision corresponding to the meaning and purpose of the invalid provision to the extent possible will replace the invalid provision. All agreements made between Vamedis and the Buyer for performance of this contract are contained in the respective contract in writing. The written form requirement also applies to the elimination, amendment or supplementation of this written form requirement. The contract is an integration for purpose of German law, or any other jurisdiction recognizing the legal concept.

59. Vamedis' business relations are subject exclusively to the Swiss Law. The UN Convention for Contracts on the International Sale of Goods (CISG) does not apply. The agreed place of jurisdiction is Widnau, Switzerland.