

General Terms and Conditions CNSystems Medizintechnik GmbH

hereinafter referred to as "CNSystems"

All deliveries and services performed for the customer by CNSystems Medizintechnik GmbH are subject to these general terms and conditions of "CNSystems". The business conditions are integrated part of each purchase contract with us. All other business conditions being in contradiction with ours are completely invalid.

Offers

Offers are classified as subject to confirmation unless otherwise agreed in written form. Offers are generally valid for 12 weeks.

All offers are subject to nondisclosure towards third parties unless otherwise agreed with CNSystems.

Orders, Conclusion of Contract

Purchase orders have to be placed in writing. A contract results from a written order confirmation by "CNSystems".

Alterations and Cancellation

For the case our order confirmation contains alterations which do not correspond to the order, these pass for accepted by the customer unless the customer contradicts in writing within 4 days from the date of issue of the order confirmation.

In case of cancellation of the order after this term, "CNSystems" is entitled to charge a cancellation fee adequate to the amount of the actually sustained loss. If an explicitly agreed advanced payment is not paid, "CNSystems" is entitled to cancel the contract and to charge the sustained loss.

Pricing

Unless otherwise specified by "CNSystems" prices underlie the current standard price list of "CNSystems". The announcement of price alterations has to occur at least 1 month before they become effective.

Already placed and confirmed orders are not affected by price changes.

Delivery Terms and Transfer of Perils

Unless otherwise specified by CNSystems, deliveries are sent EXW (Incoterms 2020) Reininghausstr. 13, 2OG, A-8020 Graz, Austria. Delivery place and place of transfer of perils is the CNSystems office or the company location of the CNSystems supplier. Such deliveries do, in particular, not include costs of transport, package, insurance, custom duties, excise, sales, use and similar taxes.

On special demand CNSystems organizes the transport. All arising costs are charged to the customer.

Delivery periods (usually 4-8 weeks) and dates given by CNSystems are approximate; delivery periods are understood upon CNSystems' order confirmation. Delivery periods and dates shall only be binding if CNSystems has made express and written confirmation thereof. CNSystems shall be authorized to reasonably postpone the quoted delivery periods. CNSystems shall inform the Customer of such delay of delivery at the latest one week before the scheduled delivery date. The Customer shall not be entitled to any claims for such delays. In case of delivery against a letter of credit, the time for delivery begins with the date of the conformation of the letter of credit.

The time for delivery (delivery week) is considered as met if the delivery has left the factory or the disposition for shipment is indicated as ready.

In the event that delivery of goods, materials or supplies is delayed due to strike, injunctions, government controls, acts of God, Force Majeure or other causes reasonably beyond the control of either Party, then any time of performance shall be extended by a reasonable period to be mutually agreed upon by the Parties, without penalty to either party.

CNSystems has the right to transact partial deliveries and to invoice such partial deliveries.

If CNSystems is to blame for the delay of the delivery due to at least very gross negligence, the Customer has the right to either demand performance or to withdraw from the individual order after expiry of a reasonable grace period which shall be at least as long as the delivery period.

If the Customer does not accept the ordered goods at the agreed place or at the agreed time, CNSystems has the right to either demand performance or to withdraw from the individual order after expiry of a grace period of 14 days.

Payment Conditions

The Customer shall make payments directly to CNSystems, in response to itemized invoices, for all amounts due and owing within 14 (fourteen) days after date of invoice.

The Customer is not entitled to withhold payments because of warranty claims or other counterclaims not recognized by CNSystems.

If any payment due from the Customer is late, CNSystems shall have the right to:

- demand performance of the contract
- suspend fulfillment of any obligations until receipt of payment
- if, as a consequence of such late payment, CNSystems incurs a fee or penalty imposed by its bank or other financial institution, legal costs and attorneys fees, then the Customer shall indemnify CNSystems for any such amount(s).

Any discounts or bonus granted shall be suspended until receipt of the full payment.

The business conditions are an integrated part of each contract of purchase with us. All other business conditions which are in contradiction to our business conditions are completely invalid.

Retention of Title

All deliveries effected by CNSystems shall be subject to retention of title. Title to the delivered goods shall remain with CNSystems until the purchase price - including any and all additional fees - has been fully paid.

Retention of title also comprises products manufactured by processing or transformation of the goods delivered by CNSystems. With respect to the processing, combination, or mixing of the goods, CNSystems shall acquire joint title to the products manufactured therefrom. In such case, the customer shall be the depositary of such ownership rights.

The customer shall not be entitled to pledge, transfer by way of security, or otherwise make available to third parties the goods delivered under retention of title. The customer shall be entitled to sell the reserved goods only with the express prior written consent of CNSystems, provided that the customer informs its respective purchaser of CNSystems's retention of title ("extended retention of title").

Warranty

CNSystems warrants for the goods being free of defects for one year starting with the day of delivery. For the following products: "all patient cables, all finger cuffs, the oscillometric blood pressure cuff", CNSystems warrants for being free of defects only for six months starting with the day of delivery.

However, repairs and warranty works do not extend the warranty period.

The warranty shall be remedied, at the discretion of CNSystems, either through repair of the product, replacement of the unsatisfactory sections, exchange or reduction of price. The Customer waives its right to withdraw from the contract. The exchanged goods become property of CNSystems. The Customer expressly waives on behalf of itself and its assignees to assert damages, whether direct or indirect (consequential damage) and loss of profit, which are caused by purchased goods on account of simple gross negligence.

The warranty of CNSystems only extends to defects related to the assembly and operating conditions of the goods. However this limited warranty does not apply for the following products: electrical fuses and expendable goods and, in particular, to defects which occur due to repairs or modifications made by the Customer or a third party, without the written permission of CNSystems.

Liability

Apart from the scope of application of product liability law and damages resulting from injury of life, body or health, CNSystems is only liable for product damage if intent or very gross negligence can be proven. The liability for simple negligence, compensation of consequential damage, lost profit, interest losses, claims for damages from third parties is excluded. A failure to comply with instructions of conditions for assembly and operation or official certification requirements leads to the loss of any claim for indemnification.

In case of liability of CNSystems, the individual indemnification is limited up to the maximum amount of € 300,000 (Euro three hundred thousand). If the indemnification falls below this amount, the liability of CNSystems is limited to the equivalent amount.

The Customer is responsible for all necessary measures to protect the computer software against computer viruses and for the data storage. CNSystems is only liable if CNSystems is responsible for the infestation with computer viruses.

Court of Jurisdiction and Law

This contractual relationship, including the issue of its valid conclusion and its pre- and post-contractual effects, shall be governed by and construed in accordance with the laws of Austria.

The application of the UN Sales Convention is expressly excluded therefrom.

The place of performance is the registered seat of CNSystems.

Any disputes arising from or in connection with this contractual relationship, including the issue of its valid conclusion and its pre- and post-contractual effects, shall be exclusively settled either by the competent court of the district in which CNSystems has its registered seat or, alternatively and at the discretion of CNSystems, by the competent court of the district in which the Customer has its registered seat, a place of business or assets.

Further Principles

Invalidity of single principles in these general terms and conditions contract do not affect the validity of further principles. In case of nullity and invalidity of single principles, those principles count as valid and agreed which commercially approach most to the invalid or null and void principle.

Declarations in writing (also per fax or email) pass for having been delivered if they are sent to the address having been latest announced by the orderer.

These general terms and conditions complete contract being concluded between "CNSystems" and the customer. In case of contradictions or extensions to principles in the contract the contract always takes precedence.

"CNSystems" is entitled to alter the general terms and conditions. "CNSystems" has to announce alterations of the general terms and conditions. Alterations of the general terms and conditions become effective unless the Customer contradicts the alteration within 1 month of notification.

Date: 01.02.2021