

General Terms and Conditions of Carelean GmbH

Section 1: General information / Scope of validity

1. These General Terms and Conditions apply to companies pursuant to Section 14 of the German Civil Code (BGB), legal entities under public law as well as special assets under public law (hereinafter: "Client").
2. Our General Terms and Conditions of Carelean GmbH ("CARELEAN") that are set out below apply exclusively; contrary provisions of the Client or those that deviate from these General Terms and Conditions are not recognised by CARELEAN – unless CARELEAN explicitly agrees to the validity of the deviating provisions in written or text form. These General Terms and Conditions also apply if CARELEAN makes the delivery or renders services without reservation, fully aware of contrary provisions of the Client or such provisions that deviate from these General Terms and Conditions.
3. Individual agreements made on a case by case basis with the Client (including subsidiary agreements, supplements and amendments) have precedence over these General Terms and Conditions in all cases.
4. These General Terms and Conditions can be changed by CARELEAN if the balance existing when the contract was concluded is significantly disrupted by changes or developments that CARELEAN had not initiated and did not have any influence over either, and the Client is not disadvantaged in bad faith as a result of the change(s). This authorisation to make amendments does not apply for amendments to fundamental regulations of the contractual relationship (e.g. agreements regarding the services of both parties or the length of the contractual term). Amendments to these General Terms and Conditions will be notified to the Client in written or text form and are deemed to be approved if the Client does not object to the amended General Terms and Conditions within six weeks after notification in writing or in text form (e.g. by e-mail or by fax). CARELEAN will refer to this separately when the amendments are announced. In the event of a timely objection, the originally incorporated General Terms and Conditions shall continue to apply.

Section 2: Offer / Conclusion of contract

1. Offers from CARELEAN are subject to change and non-binding unless we have explicitly described them as binding.
2. We can accept an order or request from the Client that is to be qualified as an offer for the conclusion of a contract within two weeks by sending a confirmation in written or text form or by implementing the contractual service within the same period of time.

Section 3: Delivery and performance time / Delay in delivery / Delay in acceptance

1. Unless otherwise agreed with the Client, information about the delivery times of CARELEAN is approximate.
2. CARELEAN is not responsible for any delays in delivery and performance of the services owed as the result of force majeure, i.e. circumstances that do not lie in the area of influence of CARELEAN or its vicarious agents. These include in particular natural and environmental disasters, strikes, lock-outs, regulatory orders. These circumstances entitle CARELEAN at its fair discretion to postpone delivery or performance by the duration of the obstacle plus an appropriate start-up period or to withdraw from the contract in its entirety or partially due to the part that has not yet been fulfilled. CARELEAN may only invoke the circumstances listed above if it has notified the CLIENT immediately of these circumstances.
3. If the obstacle, in the meaning of paragraph 2, lasts longer than 3 months, each Party shall be entitled to withdraw from the contract with regard to the part not yet fulfilled, after setting an appropriate grace period. If the delivery or performance period is extended, or CARELEAN is released from its obligation to deliver or perform, the Client cannot derive any compensation claims from this. This regulation does not affect the right of extraordinary termination.
4. CARELEAN is only entitled to make partial deliveries and partial services if these are of interest to the Client according to the contractual purpose and the Client does not incur any considerable additional expense as a result.

Section 4: Prices / Terms and conditions of payment

1. The prices of CARELEAN "ex warehouse" plus statutory VAT apply.
2. Our invoices are due for payment immediately and without deduction. The deduction of a cash discount is only permissible based on an explicit

agreement.

3. If the Client is in arrears with more than one liability, the total receivables will become due immediately.
4. If invoices for deliveries and services are paid via the SEPA basic direct debit procedure / company direct debit procedure, the Client will receive prior information regarding the collection of the direct debit at the latest one day before the due date. This prior information can be provided when the invoice to be collected is sent.
5. CARELEAN is entitled to normal securities, in terms of their nature and scope, even if they are conditional or limited.

Section 5: Transfer of risk

1. If the goods are sent at the Client's request, the risk of accidental loss or accidental deterioration of the goods is transferred to the Client when they are sent to him, at the latest when they leave the plant/warehouse, unless otherwise contractually agreed. This applies irrespective of who has to pay the freight costs.
2. At the Client's request, CARELEAN will take out a transport insurance or other suitable insurance at the Client's expense, in order to protect the contractual performance as much as possible.

Section 6: Warranty

1. If a contractual obligation is breached, the Client can assert the following legal rights against CARELEAN.
2. The Client is only entitled to warranty claims under sales law for the goods if it has complied with its obligations to examine the goods and give notice of defects pursuant to Section 377 of the Commercial Code (HGB).
3. If there is a justified and possibly timely deficiency claim, the Client has a right to claim supplementary service during the warranty period; CARELEAN has the right to choose the type of supplementary service to render - elimination of the defect or delivery of a defect-free item. If the supplementary service fails or if any further attempts at rendering supplementary service are not acceptable to the Client, the Client is entitled to reduction of or withdrawal from the contract.
4. If reclamations are made against the Client by his buyer or a consumer due to a defect in the goods supplied that already existed at the time of transfer of risk, or which was the subject of a complaint by a consumer as the end user, the Client's statutory recourse claims against CARELEAN pursuant to Sections 445a, 445b, 478 of the German Civil Code (BGB) shall remain unaffected.
5. The Client can only assert his claims to compensation due to a defect in accordance with the terms stipulated in Section 7, if the delivery of supplementary service has failed or if we reject the supplementary service. This does not affect the Client's right to file further claims for compensation in accordance with the terms stipulated in Section 7.
6. The limitation period for claims due to defects is one year from the time of risk transfer or acceptance. This does not apply if the law pursuant to Section 438 paragraph 1 no. 2 (Buildings and items used for building), 445a, 445b, 478 (Supplier recourse) and 634a paragraph 1 no. 2 of the German Civil Code (BGB) specifies longer deadlines, and also in cases of injury to life, body or health, in the event of a wilful or grossly negligent breach of obligation by CARELEAN and in the event of malicious concealment of a defect.

Section 7: Liability

1. Unless otherwise regulated in these terms and conditions or contractually between the Parties, CARELEAN is liable as follows:
 - a. For each wilful or grossly negligent cause of damage by CARELEAN, its respective statutory representatives or vicarious agents;
 - b. For wilful or negligent injury to life, body or health by CARELEAN, its respective statutory representatives or vicarious agents;
 - c. If CARELEAN, its respective statutory representatives or vicarious agents have maliciously concealed the defect in an item or have accepted an explicit guarantee;
 - d. for claims under product liability law up to the statutory maximum liability amount;
 - e. If a case under Section 7 Clause 1 a. – d. does not exist, CARELEAN is

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liable in the case of simple negligence only in the event of a breach of fundamental contractual obligations by NTERSEROH, its respective legal representatives or vicarious agents and the liability shall be limited to the typically foreseeable damage. Fundamental contractual obligations here are those contractual obligations, the fulfilment of which makes the correct implementation of the contract possible in the first place and in whose compliance the other Party regularly trusts and may trust. The Parties agree that the typically foreseeable damages are limited to a maximum of €5,000,000 for material damages and a maximum of €250,000 for other pecuniary damages.

2. Any other liability over and above this on the part of CARELEAN is excluded.

Section 8: Reservation of ownership

1. The goods supplied (reserved goods) remain the property of CARELEAN until all receivables owed to us by the Client now or in the future have been met; this includes all balance claims from the current account. If the Client behaves in a manner contrary to the contract, in particular if he is in arrears with the payment of the claim to remuneration, we have the right to withdraw from the contract after we have set an appropriate deadline for payment. The Client will pay the transport costs incurred for returned goods. If we take back reserved goods, this shall already constitute a withdrawal from the contract. We shall also consider it a withdrawal from the contract, if we seize the reserved goods. We are free to utilise reserved goods that have been returned to us. The proceeds of the utilisation will be offset with the amounts owed to us by the Client after we have deducted an appropriate amount for the costs of utilisation.
2. The Client must handle the reserved goods with care. He must take out sufficient insurance for them against damage caused by fire, water and theft at his own expense. If maintenance and inspection work becomes necessary, the Client must carry them out at his own expense and in a timely manner.
3. The Client may use the reserved goods and resell them in the ordinary course of business as long as he is not in arrears with payment. He may not, however, pledge the reserved goods or transfer them as security. The Client shall already assign to us now in full, for security purposes, all his claims to remuneration against his Clients from a resale of the reserved goods and the receivables of the Client with regard to the reserved goods that arise from other legal grounds against his buyers or third parties (in particular receivables from unauthorised action and claims to insurance benefits) and including all balance claims from the current account. We shall accept this assignment. The Client may collect the receivables assigned to us at his expense and in his own name as long as we do not revoke this authorisation. This does not affect our right to collect these receivables ourselves; however, we shall not assert the claims ourselves and not revoke the collection authorisation as long as the Client duly complies with his payment obligations. If the Client, however, acts in a manner contrary to the contract, in particular if it is in arrears with the payment of a claim for remuneration, we can request from the Client that it notifies to us the assigned receivables and the respective debtors, notifies the respective debtors of the assignment and hands over to us all the documents and provides us with all the information that we require to file the claims.
4. Processing or transformation of the reserved goods by the Client shall always be done on our behalf. If the reserved goods are inseparably combined or mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. Otherwise, the same shall apply for the new item created through this processing as for the reserved goods. If the reserved goods are inseparably combined or mixed with other items not belonging to us, we acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the

other combined or mixed items at the time of combination or mixing. If the reserved goods are combined or mixed in such a way that the item of the Client is to be seen as the primary item, the Client and ourselves are already in agreement now that the Client will assign proportionate co-ownership of this item to us. We shall accept this assignment. The Client shall safeguard the sole or co-ownership of an item created in this way on our behalf.

5. In the event of attachment of reserved goods by third parties or in the event of other interventions by third parties, the Client must point out our ownership and inform us immediately, so that we can enforce our ownership rights. If the third party is unable to reimburse the judicial and extrajudicial costs incurred by us in this connection, the Client shall be liable for these.
6. If the Client so requests, we are obligated to release the securities to which we are entitled if their realisable value exceeds the value of the outstanding receivables owed to us by the Client by more than 10%. We may, however, select the securities to be released.

Section 9: Right to refuse service / Right of retention / Right to offset

The Client can only offset against receivables of CARELEAN with undisputed receivables recognised by us or established in a legally binding manner, or with receivables that are in a mutual relationship with our receivables. The Client is only authorised to exercise a right of retention if his counter claim is based on the same contractual relationship.

Section 10: Assignment/Subcontractors

1. CARELEAN is entitled to assign claims from the business relationship to third parties.
2. CARELEAN is entitled to engage a suitable subcontractor to render the services that were supposed to be rendered by it in their entirety or in part. In this regard, references to CARELEAN in these General Terms and Conditions shall apply to this third party accordingly.

Section 11: Non-disclosure

1. The Client is obligated to treat all non-public commercial and technical information and/or knowledge that becomes known through the business relationship between CARELEAN and the Client as a business secret.
2. The Client may only advertise the joint business relationship after prior written consent from CARELEAN.

Section 12: Place of jurisdiction / Place of performance / Applicable law / Language

1. The place of jurisdiction and place of performance for all rights and obligations arising from and/or in connection with this contract and any disputes arising in the future between the Parties to the contract shall be Cologne. Irrespective of the regulation pursuant to Clause 1, CARELEAN is also entitled to file claims against the Client before the courts with general and special jurisdiction for the Client.
2. The laws of the Federal Republic of Germany shall apply exclusively; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The language of the contract and business is German.

Section 13: Severability clause

If one or more of the provisions of these General Terms and Conditions should be or become void or invalid or unenforceable, this will not affect the validity of the rest of these General Terms and Conditions.