

GENERAL CONDITIONS OF SALE

1. Operative Conditions

The General Conditions of Sale issued by the Vendor form the basis of all offers and agreements regarding deliveries of Products. General conditions of purchase made by the Purchaser as well as any other conditions shall only be binding, if specifically accepted in writing by the Vendor.

2. Prices

The prices given in the current price list issued by the Vendor are subject to alteration without notice and are ex factory net, unless an agreement to the contrary is made.

3. Delivery Dates

Delivery Dates are Ex Werks (EXW). They shall be deemed to have been fulfilled, if the Products are ready for despatch at the agreed date. The Vendor is entitled to make partial deliveries.

The Vendor shall be released from its obligation to deliver, if the Purchaser is in default with his payments or other duties. Delays in delivery which are not the fault of the Vendor entitle the Vendor to delay its delivery for an appropriate length of time or to withdraw either partially or completely from its obligation to deliver. In cases where the delivery is delayed by more than 90 days, the Purchaser is entitled to withdraw either partially or completely from the unfulfilled part of the agreement.

If the Products cannot be delivered as a result of instructions given by the Purchaser, then the Vendor is entitled to store the Products at the risk and expense of the Purchaser. The date of storage is then deemed to be the delivery date in such cases and the warehouse receipt replaces the delivery documents.

The supply of Products is made at the risk and expense of the Purchaser, unless otherwise agreed.

4. Retention of Title

The Products remain the property of the Vendor, until all his claims against the Purchaser have been satisfied. The Purchaser is not permitted to deposit or assign the Products as security in advance. The Purchaser shall bear any costs arising from possible litigation.

In case goods supplied by the Vendor are as determined resold or handed over to a third party for any legal reason before payment has been effected in full, the Purchaser already assigns to the Vendor all rights and claims including all ancillary rights towards his customers resulting from the sales of the reserved property. In case of processing, combination or mixture of the goods as determined, the assignment equals the amount

of the invoice value of the goods of the Vendor which have been used for this purpose. Upon request of the Vendor the Purchaser being in default has to notify his debtor of the assignment and to furnish the Vendor with all information required for collection of the claim and to hand him over all necessary documents. As far as not otherwise stipulated by the Vendor, the Purchaser is entitled and obliged to collect the proceeds of the goods resold becoming ipso iure property of the vendor and to hold in custody separately from other means of payment for the vendor

In case of any doubts, retention of title remains effective until the purchaser proves in each single case that the goods have been paid in full. Provided goods delivered by the Vendor under retention of title have been claimed on by a third party by means of e.g. attachment of the debt or a third party has put forward a claim on the receivables assigned to the Vendor, the Purchaser is obliged to inform the Vendor without any delay and to notify the third party of the retention of title resp. the assignment.

5. Payment

The purchase price is payable upon delivery and receipt of invoice net in EURO (€), unless otherwise agreed in writing. Payment terms shall be agreed separately in writing. As far as not otherwise agreed, invoices have to be paid without any deduction within 30 days after date of invoice. In cases of default, the Vendor is entitled to claim default interest at the legal amount stipulated in § 288 BGB.

The Purchaser is not entitled to withhold or delay payment of account of counter claims which have not been accepted in writing by the Vendor or for any other reasons.

In cases of payment by draft or by cheque, the payment shall only be deemed to have been made, when it has cleared.

The payment shall only be deemed to have been made at that date when the amount in question has been conveyed into the possession of the Vendor or to his account at the bank.

6. Returns

The Vendor will only accept returns of Products in exceptional and justified cases. Returns require the explicit consent of the Vendor in writing; in the absence of the latter, no credit note for Products will be issued. The amount to be credited upon return of Products shall be depend upon age, condition and saleability of the Products.

Products explicitly ordered deviating from the Vendor's standard presentation and Product range may not be returned.

The Purchaser shall pay the carriage on returned Products.

7. Claims and Complaints

Immediately upon receipt of the Products, the Purchaser shall examine the quality and identity of the goods and whether the goods are undamaged and complete. Complaints to the Vendor must be made in writing within 14 days of receipt of the Products. If the Purchaser omits this notification, then the Products shall be deemed to have been accepted without complaint. On initial receipt of the Products, any visible damage to Products should immediately be brought to the notice of the forwarding agent and a complaint should be made.

In cases of justified complaints notified in time, the Vendor is entitled to replace the Products. In case replacement fails, the Purchaser is entitled to a deduction of the Purchase Price or to a rescission of the contract. Further claims of the Purchaser shall be excluded. Any complaint shall be time-barred 12 months after delivery.

The Vendor offers the following warranty in respect of possible defects in appliances supplied by the MedTech division to the exclusion of all other claims: Upon acceptance by the Vendor of any claims due to faulty materials, faulty workmanship or faulty design which render the Product either useless or partially useless within 12 months from the date of delivery, the Vendor is obliged at its discretion to either replace the faulty parts or repair them free of charge. The Purchaser shall grant the Vendor sufficient time and opportunity to carry out repairs and deliver replacement appliances or parts. If the Purchaser fails to do so, the Vendor is discharged from his liability.

In general, the existence of faults can only be acknowledged by the Vendor if the Vendor is notified of these in writing immediately upon discovery, preferably with the enclosure of samples. The Purchaser must leave the faulty Products at the disposal of the Vendor.

As far as the core obligations are not concerned the Vendor is only liable in the case of willful misconduct and gross negligence. The Vendor's liability for financial loss is limited to foreseeable losses.

8. General Matters

All offers and agreements are based on Incoterms 2000. Place of performance for deliveries is the place of despatch; for payments the place of performance is Denzlingen, Germany (bank account).

German law shall apply.

Freiburg (lower court) shall be the exclusive places of jurisdiction. The Vendor reserves the right to undertake legal proceeding against the Purchaser in the Purchaser's principal place of business according to the laws of said place.

STATUS: FEBRUARY 2003