

Terms and conditions of purchase and delivery as at March 2017 (version 1.6)

§ 1 Scope

These terms and conditions (hereinafter referred to as the Terms and Conditions) apply to all business relations between MEDPREVENT systems GmbH & Co. KG and companies, legal entities under public law or special funds under public law. These Terms and Conditions also apply in dealings with physicians, non-medical practitioners (Heilpraktiker), therapists, etc.

The Terms and Conditions of MEDPREVENT systems GmbH & Co. KG also apply to all future dealings with the customer, even if in the specific case reference is not made explicitly to these Terms and Conditions. Terms and conditions of the customer to the contrary of or deviating from these Terms and Conditions shall not apply unless MEDPREVENT systems GmbH & Co. KG has explicitly agreed to their applicability in writing. These Terms and Conditions even apply if MEDPREVENT systems GmbH & Co. KG carries out orders without reservation whilst being aware of terms and conditions of the customer contrary to or deviating from them. Even then the customer's terms and conditions shall not become part of the contract. The Terms and Conditions of MEDPREVENT systems GmbH & Co. KG apply to orders over the internet, in writing or by phone. In addition, the provisions of the German Commercial Code (HGB), the provisions of the German Civil Code (BGB) and the Incoterms of the International Chamber of Commerce in Paris in the version effective at the time of delivery or performance apply unless otherwise provided in these Terms and Conditions.

§ 2 Conclusion of a contract

a) Conclusion of contract via the online shop of MEDPREVENT systems GmbH & Co. KG

The goods and descriptions shown by MEDPREVENT systems GmbH & Co. KG in the online shop on the internet do not, any more than the offers made in brochures, constitute an offer as defined by Section 145 BGB. The customer initiates the contract by offering to purchase the goods.

This is done by adding the selected goods to the shopping basket on the internet or sending a written order.

After entering the required information for handling the contract, such as e.g. the address for dispatch, ordering data and selection of the method of payment, a binding offer to purchase is made by sending the written order or clicking on the "Order" button.

MEDPREVENT systems GmbH & Co. KG is entitled to examine and accept the customer's offer to enter into a contract within 7 working days of receipt of the offer.

Irrespective of the foregoing, MEDPREVENT systems GmbH & Co. KG will send an acknowledgement of receipt after receiving the customer's offer / order. This acknowledgement of receipt only acknowledges the receipt of the customer's offer on the server of MEDPREVENT systems GmbH & Co. KG. This acknowledgement email does not constitute acceptance of the offer.

The contract of sale between MEDPREVENT systems GmbH & Co. KG and the customer is concluded when the ordered product is dispatched to the customer. In this case, MEDPREVENT systems GmbH & Co. KG confirms the dispatch using a separate confirmation of dispatch. Irrespective of the foregoing, MEDPREVENT systems GmbH & Co. KG can confirm acceptance of the offer by email, in writing, by fax or phone.

b) Conclusion of contract by phone / in writing

If the customer of MEDPREVENT systems GmbH & Co. KG places an order by phone or in writing, no contract of sale has been established thereby.

In this case the customer's order will be taken by MEDPREVENT systems GmbH & Co. KG, availability will be checked and then a separate confirmation will be transmitted by email, post or phone. The contract of sale is concluded using this confirmation.

If the order is placed in writing, MEDPREVENT systems GmbH & Co. KG's receipt of the order does not constitute a conclusion of a contract of sale. In this case, the availability of the ordered goods will be checked and then conclusion of the contract will be confirmed to the customer by a letter, by email or phone.

c) Offers subject to change

All offers by MEDPREVENT systems GmbH & Co. KG are subject to change.

d) Test phase

If and as long as explicitly agreed with MEDPREVENT systems GmbH & Co. KG separately and in writing, the customer is entitled to test the delivered product for a period of 4 weeks of the delivery date or the date of handover by the field staff. In this case the customer must pay a rent of 100 EUR/week and the delivery or transport costs incurred. In this case the customer is responsible for treating the delivered product with the utmost care. Should the customer not wish to purchase the product, they are liable for all damage occurring to the device during the time it is in their possession. If the customer fails to return the delivered product to MEDPREVENT systems GmbH & Co. KG GmbH & Co. KG within the agreed test period, whereby the receipt of the product by MEDPREVENT systems GmbH & Co. KG GmbH & Co. KG is

decisive, the contract of sale will be definitely concluded at that moment and the purchase price will be due. In this case, MEDPREVENT systems GmbH & Co. KG will send the customer an appropriate invoice.

§ 3 Prices

Deliveries and prices are ex works/administration MEDPREVENT systems GmbH & Co. KG, Bayreuther Straße 11 a, 95615 Marktredwitz.

All prices are shown in EURO and net of VAT. VAT is to be added at the currently applicable rate. Fees, taxes and other related costs are also not included in the prices. Unless otherwise agreed, the customer of MEDPREVENT systems GmbH & Co. KG is permitted to pay the amount within a period of 10 days from the invoice date. In doing so, payment must be made by bank transfer to MEDPREVENT systems GmbH & Co. KG's account stated on the invoice without making any deductions.

If expressly agreed with the customer in writing, the customer is entitled to pay the purchase price in instalments rather than one sum. In this case § 11 applies provided that the customer completely or partially defaults on the payment of an agreed instalment. In this case, the agreement to pay in instalments will lapse and the then unpaid balance of the purchase price will immediately fall due for payment.

All prices for software and / or software modules refer to single-user versions always referenced / licensed only to one hardware. For multi-user versions, separate price agreements apply. The same applies if a basic software / software module with several hardware components is to be used.

§ 4 Set-off and right of retention

The customer of MEDPREVENT systems GmbH & Co. KG is entitled to the right of set-off or retention only if the customer's counterclaims have been finally determined or are undisputed.

The customer of MEDPREVENT systems GmbH & Co. KG is only entitled to exercise a right of retention to the extent that their counterclaim is based on the same contractual relationship.

§ 5 Reservation of title

MEDPREVENT systems GmbH & Co. KG reserves title to the item until all claims arising from the contract of sale and the entire legal relationship have been paid in full. If the goods are processed, connected or blended with goods not belonging to MEDPREVENT systems GmbH & Co. KG, MEDPREVENT systems GmbH & Co. KG acquires joint ownership according to the ratio of the invoice value of the goods subject to reservation of title to the invoice values of the other materials. The customer of MEDPREVENT systems GmbH & Co. KG must treat the goods subject to reservation of title with care. They are obliged to sufficiently insure the goods subject to reservation of title at their original value at their own cost against damage or loss due to fire, water and theft and hereby already assign

their claims for compensation under such insurance policies to MEDPREVENT systems GmbH & Co. KG.

The buyer is entitled to resell the goods in the ordinary course of business, but hereby already assigns to MEDPREVENT systems GmbH & Co. KG all claims arising from the sale of the goods in the amount of the invoice value (including VAT) including bills of exchange and cheques for securing the relevant claims.

After the sale of goods of which MEDPREVENT systems GmbH & Co. KG has joint ownership, the assignment is limited to the percentage of the claim that corresponds to its joint ownership share. The customer of MEDPREVENT systems GmbH & Co. KG will remain entitled to collect this claim even after the assignment. The right of MEDPREVENT systems GmbH & Co. KG to collect the claim itself remains unaffected by this. MEDPREVENT systems GmbH & Co. KG is obliged not to collect the claim if and as long as the customer meets their payment obligations towards MEDPREVENT systems GmbH & Co. KG and does not default in payment and in particular no application for initiating insolvency proceedings has been filed. If this is the case, MEDPREVENT systems GmbH & Co. KG can require the customer to disclose to it the assigned claims and their debtors, provide all information required for collection, deliver the related documents and notify the third party of the assignment and disclose it to them.

§ 6 Delivery and delivery dates

Unless expressly guaranteed in writing, all indicated delivery dates are non-binding. All kinds of force majeure, such as unforeseeable disruptions of operations, traffic or shipment, shortage of raw materials or auxiliary supplies, legal strikes, legal lock-outs, etc. release MEDPREVENT systems GmbH & Co. KG from the obligation of delivery or acceptance for the period and to the extent of the disruption.

This shall even apply if these disruptions occur with the suppliers of MEDPREVENT systems GmbH & Co. KG.

§ 7 Revocation by MEDPREVENT systems GmbH & Co. KG

MEDPREVENT systems GmbH & Co. KG is entitled to refuse to deliver if after the conclusion of the contract it becomes obvious that the entitlement to payment of the purchasing price is jeopardized due to the customer's inability to pay. In this case MEDPREVENT systems GmbH & Co. KG must inform the customer thereof and give them an opportunity to provide a suitable and appropriate security. In this case revocation by MEDPREVENT systems GmbH & Co. KG is not possible. In such a case MEDPREVENT systems GmbH & Co. KG will set a deadline for the customer to pay the purchase price in advance or provide a security as and when the ordered product is delivered. If MEDPREVENT systems GmbH & Co. KG exercises the right of revocation to which it is entitled in accordance with this provision, all claims for damages by the customer shall be excluded.

§ 8 Warranty and obligation to notify defects

Warranty claims of the customer due to a defect of the goods only exist if the customer notifies MEDPREVENT systems GmbH & Co. KG of these defects in writing, stating the claimed defect, within 5 days of receiving the goods or, in case of hidden defects without undue delay after detecting them. The customer is obliged to examine the goods for compliance with the specifications and freedom from defects without undue delay after receiving the goods.

Otherwise all warranty claims and related claims for damages are excluded. The obligation of the customer of MEDPREVENT systems GmbH & Co. KG to examine the goods extends to the entire delivery received. The date on which the notification of the defect is received in written form by MEDPREVENT systems GmbH & Co. KG is decisive for determining whether the defect was notified in good time.

If and as long as a notification of a defect is justified, MEDPREVENT systems GmbH & Co. KG shall, at its option, be obliged to supply an item free of defects in exchange for surrendering the defective item or remedy the defect. In any case the customer is obliged to package the defective item properly and send it to MEDPREVENT systems GmbH & Co. KG to enable its warranty obligations to be met. If cure fails (after making two attempts) the customer is entitled to either change the agreed purchase price or revoke the contract.

In case of minor defects the customer has no right of revocation.

The warranty period is one year from delivery of the goods.

The warranty does not extend to claimed defects that are in fact natural wear and tear or damage resulting from improper treatment. In particular MEDPREVENT systems GmbH & Co. KG shall not be liable for changes to the delivered goods resulting from improper handling or storage. No warranty obligation of MEDPREVENT systems GmbH & Co. KG exists if customers of MEDPREVENT systems GmbH & Co. KG undertake repairs themselves or have repairs undertaken by third parties without the consent of MEDPREVENT systems GmbH & Co. KG. The liability of MEDPREVENT systems GmbH & Co. KG under the warranty only exists for direct damage, but not for indirect damage and/or consequential damage.

§ 9 Note on passing of risk

The risk of accidental destruction or deterioration passes to the customer upon delivery of the goods to the company commissioned to transport them.

§ 10 Rights of use and copyrights

MEDPREVENT systems GmbH & Co. KG is entitled to all copyrights to the software programs developed by MEDPREVENT systems GmbH & Co. KG and made available to customers as well as to the frequencies made available in digitalized form of all natural substances and other products.

The customer is granted solely a non-exclusive, perpetual right to use these items based on the contractual provisions for using these items for their own operational purposes.

Transferring this right of use to third parties is prohibited. The customer is obliged to keep the items absolutely secret from third parties and confidential in all respects.

§ 11 Limitation of liability

MEDPREVENT systems GmbH & Co. KG is liable for personal injury in accordance with the legal provisions. MEDPREVENT systems GmbH & Co. KG is liable for other damage only if it is caused by intent or gross negligence of MEDPREVENT systems GmbH & Co. KG or its vicarious agents.

The liability of MEDPREVENT systems GmbH & Co. KG under the German Product Liability Act remains unaffected by this.

Except for personal injuries, the liability of MEDPREVENT systems GmbH & Co. KG is limited to the foreseeable damage unless it is caused by intent.

§ 12 Delimitation of responsibility

Evaluating the data provided by the customer using hardware and software delivered by MEDPREVENT systems GmbH & Co. KG and the recommendations for therapy derived therefrom by the customer are at the customer's sole responsibility and risk.

MEDPREVENT systems GmbH & Co. KG will make available for use solely the hardware and software agreed under the contracts concluded with the customer. Use in the customer's operations is at the customer's sole responsibility and risk. The customer fully indemnifies MEDPREVENT systems GmbH & Co. KG against all third-party claims arising from the use and utilization of the hardware and software delivered by MEDPREVENT systems GmbH & Co. KG and other contractually agreed items.

§ 13 Default in payment

If the customer of MEDPREVENT systems GmbH & Co. KG defaults in payment of the purchase price completely or in part or has suspended payments, all of the customer's payment obligations to MEDPREVENT systems GmbH & Co. KG will immediately fall due without regard to any promise to grant an extension. Agreements to pay in instalments or similar understandings will lapse. If information or

other facts show that the claims of MEDPREVENT systems GmbH & Co. KG arising from the deliveries made or the above-mentioned deliveries are at risk, MEDPREVENT systems GmbH & Co. KG is entitled to revoke the contract with immediate effect and claim damages. If the customer of MEDPREVENT systems GmbH & Co. KG is in default of payment, MEDPREVENT systems GmbH & Co. KG is entitled to strip the customer of its right to resell the goods, of its authorization to collect funds and its right to possess with regard to all goods that have not been paid in full. In addition, from the time the default occurred, MEDPREVENT systems GmbH & Co. KG is entitled to charge default interest at a rate of 10 percentage points above the base rate. In addition, from the time the default occurred, MEDPREVENT systems GmbH & Co. KG is entitled to demand actual possession of the goods and pick them out on the customer's premises and take them away.

§ 14 Image rights and copyright

All graphics and images used are subject to German copyright law. These copyrights are owned by MEDPREVENT systems GmbH & Co. KG or the partners of MEDPREVENT systems GmbH & Co. KG. No use is permitted without express consent. The same applies to the product descriptions that are pre-formulated by MEDPREVENT systems GmbH & Co. KG or its partners.

The customer is granted a non-exclusive, non-transferable and perpetual licence to use the acquired software in case that all claims arising from the contract of sale are paid in full. All revision, decompilation, modification, reproduction, distribution or marketing of the software by the customer is prohibited.

§ 15 Data protection

The data necessary for order processing, complaints and shipment will be protected and stored by MEDPREVENT systems GmbH & Co. KG on IT systems.

All personal data will be kept confidential and will not be disclosed to third parties for the purposes of advertising or market research. Data will only be disclosed to the extent that this is necessary for the proper fulfilment of the contract.

MEDPREVENT systems GmbH & Co. KG is entitled to offer the customer further products by phone, email or fax.

The customer of MEDPREVENT systems GmbH & Co. KG is entitled to inspect the data stored about them, have it changed or deleted.

§ 16 Place of jurisdiction, place of performance and final provisions

1.

Contracts with MEDPREVENT systems GmbH & Co. KG are subject to German law excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction is the registered office of MEDPREVENT systems GmbH & Co. KG at the time, with MEDPREVENT systems GmbH & Co. KG being entitled, but not obliged to sue the customer at the customer's place of jurisdiction.

2.

If any provision of these Terms and Conditions or of the contract is or becomes ineffective, this shall not affect the validity of the remaining provisions. Ineffective or impracticable provisions will be replaced amicably with an effective or practicable provision that comes as close as possible to the ineffective or impracticable provision in its commercial result.

3.

All changes to a contract concluded with MEDPREVENT systems GmbH & Co. KG require the written form, as does entering into the contract, except for ordering by phone. The same applies to waiving the written form requirement.