



Standard Sales Conditions

of TissUse GmbH

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1. SCOPE

- 1.1. Our relationship to our customer is governed exclusively by these Standard Sales Conditions. These Conditions also apply to all future transactions and in all cases in which contact is taken up with a customer for business purposes, as for example the entry into contractual negotiations or in the preliminary stage before conclusion of a contract, even if these Conditions are not expressly agreed again or if no express reference is made to them again. Objection is expressly made to the application of general conditions of the customer relating to orders or purchases.
- 1.2. The acceptance of our supplies by the customer is deemed to constitute acknowledgement of the application of these Standard Sales Conditions.

2. CONCLUSION OF A CONTRACT

- 2.1. Unless otherwise agreed, our offers are binding for four weeks from the date our offer is made.
- 2.2. A customer's order becomes binding for us and a contract is in force, if such order has been confirmed by us in writing or if we start to carry it out.
- 2.3. If the customer's order is made in a face-to-face meeting or per telephone, the customer is obliged, on our request, to give us written confirmation of receipt of our written acceptance of the customer's order. If, following the customer's receipt of our request to that effect, the customer does not provide the relevant declaration of confirmation to us within five working days, then we are no longer bound to the order and are entitled,



within a term of another five working days after the end of the terms set forth above for the customer, to withdraw from the contract.

3. EXTENT OF SUPPLIES, TIME FOR PERFORMANCE

- 3.1.** The extent of the supplies to be made by us is determined by our written offer or, as appropriate, by our confirmation of order. Modifications and alterations require our written confirmation. If our offer or our confirmation of order was based on information from the customer (data, numbers, pictures, drawings, details of weights etc.), then our offer is only binding, if such information was correct. If, after conclusion of the contract, it turns out that the order cannot be carried out in accordance with the information provided by the customer, then we are entitled to withdraw from the contract, if and so far as the customer is not prepared to accept the alternative solution which is suggested by us and, if necessary, to assume the additional costs actually necessary.
- 3.2.** Time-periods and dates for supplies and services always represent best possible particulars, but are not generally legally binding. The start of the period for supply and compliance with supply dates are subject to the following prerequisites: that the customer punctually and properly performs the acts of cooperation which are incumbent on the customer; that the customer makes available all necessary documentation and that the customer makes all prepayments which may have been agreed.
- 3.3.** Due to the specific characteristics of our products, lead-times are depending upon production capacities and biological influences on the production process. Therefore, lead-times as indicated in our offers are only non-binding predictions. We will duly inform the customer about the potential time of arrival of our product as soon as reasonably possible.
- 3.4.** Unless it is expressly designated as being binding, the information that is enclosed with our offers, such as, for example, drawings and details of weights, measurements and capacities, is only approximately authoritative. We reserve to ourselves all rights to drawings, drafts, samples or similar preliminary work.
- 3.5.** We do not come into delay in cases of force majeure or in situations that arise without blame on our part or in extraordinary circumstances. In such cases, we are also



entitled to withdraw from the contract if we were already in delay at the time. Especially, we do not come into delay if default of supply is caused by non-delivery or late delivery by our suppliers, if we are not responsible for this non-delivery or late delivery. In case of temporary problems in supply, the timelines for our supply are extended for a term equal to the time of the temporary problems plus a reasonable term for catching up with supply.

- 3.6.** If we are under a contractual obligation to undertake delivery in advance, then we can decline to carry out delivery, if, after conclusion of the contract, it becomes apparent that our claims for payment are endangered by the customer's inability to perform. In particular, this is the case if the payment to which we are entitled is endangered due to the customer's bad commercial circumstances or if other impediments to performance threaten, such as, for example, export- or import bans, armed conflicts, insolvency of suppliers or non-availability of necessary members of staff due to illness.

4. PRICES

- 4.1.** Our prices are net prices. The prices are to be understood as always being "delivery at place" (DAP customer, Incoterms 2010), however, as an exemption to the meaning of "DAP", we will, in addition to the price of the products, invoice to the customer the reasonable transport costs, costs for insurance, customs, necessary documentation, packaging and all other transport-related costs. When an invoice is issued, Value Added Tax will be added to the price at the statutory rate respectively applicable.

- 4.2.** If a delivery-period of more than four months between the time of the confirmation of the order and the delivery time is agreed, then, if in the meantime we have incurred any increases in costs due to increases in prices, we are entitled to pass these on to the customer to a corresponding extent. The same applies if a delivery period of less than four months was agreed, but, due to circumstances for which the customer is responsible, the relevant delivery can only be performed by us later than four months after the confirmation of the order.

5. DELIVERY, STORAGE AND SHELF LIFE, STERILITY, RETURN



- 5.1 The risk of destruction or of deterioration of the products passes to the customer upon delivery DAP customer INCOTERMS 2010. If despatch is delayed due to reasons based on personal factors relating to the customer, then risk already passes to the customer at the time of the notice of readiness for dispatch.
- 5.2 Our products have a limited shelf life as described in the applicable product data sheets. After expiration of that shelf life, use of our products should be avoided and defects discovered after expiration of the shelf life shall not qualify as “defects” under the law. The customer does release us from any liability that arises for reason of use of the products after their shelf life.
- 5.3 The use of our products requires an un-interrupted storage-chain from shipment through delivery and after arrival. Therefore, the customer needs to strictly comply with the storage advises as set forth in the in the applicable product data sheets. Failure by the customer to comply with such storage advises shall not qualify as a defect of the product and shall not cause any liability for us. We can guarantee sterility only until opening of the lid of the products after delivery to the customer, from that moment in time, sterility is under the responsibility of the customer.
- 5.4 Part of our agreement with customer under the contract with the customer may be the return of certain parts of used products or of the used product itself. Details are set forth in our respective offer that is part of the contract. If such return is part of the contract, the customer is obliged to send the products or parts concerned to us on the customer’s costs and account DAP Berlin, Germany, Incoterms 2010.

6. TERMS OF PAYMENT

- 6.1. Deliveries to the customer are made after we received full payment in advance.
- 6.2. The customer is not entitled to make any deductions without an express agreement to that effect.
- 6.3. Set-off against our claims for payment is only possible with claims which are undisputed or which have been established with the force of law. The same applies with regard to the exercise of a right of retention. Moreover, the customer is only authorised to exercise a right of retention insofar as the right is based on the same contractual relationship.



- 6.4.** The assignment of claims against us by the customer requires our prior consent, which we will only refuse for an important reason.
- 6.5.** If we make delivery before the price for the products is paid in full, title to the products remains with us until the customer has paid the remuneration which is due for these products in full and, until our claims existing against that customer at that time for delivery of other products are also paid in full (extended reservation of title). Insofar as the effectiveness of this reservation of title is dependent on its registration, for example in public registers in the country of the customer, then we are entitled, and are so authorised by the customer, to effect such registration at the cost of the customer. The customer is obliged, on its part, to provide all such cooperation as is necessary for the purpose of such registration free of charge. During this reservation of title, the customer is not entitled to transfer title of the products to third parties nor to create liens on such products. The customer has to immediately inform us if the products or rights which are subject to this reservation of title are suffering damage or defects or if they are getting lost or if measures of execution are taken in respect to those products. The customer has to do its best to assist us in all measures of defence to avoid losses.

7. LIABILITY FOR DEFECTS AND GENERAL LIABILITY

- 7.1.** The limitation period for claims of the customer against us because of defects or our products or services is one year after the date on which such period commences according to the applicable law. After this one year period, we are, especially but not limited to, entitled to refuse cure of such defect and such refusal shall not give cause to any claims of the customer on reduction of the remuneration, on withdrawal from the contract or for damages. The shortening of the statutory limitation period which is made in the first sentence of this Section 7.1 shall not apply to other claims for damages than such for refused cure of a defect and, in general, such shortening shall not apply to claims because we had fraudulently concealed a defect or based on a guarantee which we issued in respect to the product..
- 7.2.** The customer only has a claim to repair or replacement, reduction in price, withdrawal from the contract and damages in accordance with the following provisions:

- 7.3.** If we supply or send products to the customer, then the customer must examine the products for obvious defects within three working days after receipt. Obvious defects must be complained of by the customer within three working days after such examination. In respect of defects that are not obvious, any complaints must also be made to us within three working days after the defects are discovered. If the customer fails to send off the notices of complaint within the deadline-periods provided in the previous sentences, then the products delivered are deemed to be approved, even if they are defective.

If products delivered by us are defective, then, for a period of one year from delivery, the customer can demand that we cure that defect which will, at our choice be made either by rectification of the defect (repair) or by delivery of a good free of defects (replacement). The expenditure in connection with repair or replacement which is incurred by us due to the fact that, following delivery, the products have been brought to a place other than the residence or business location of the customer, shall be borne by the customer. If two attempts on our part to rectify the defect or subsequently to deliver a product free of defects fail, then the customer can, at the customer's option, either reduce the remuneration owed or withdraw from the contract.

If our customer has installed our product, according to its proper use, into or onto another thing, we shall, in connection with curing of a defect of the product, reimburse to the customer the reasonable expenses for de-installation of our defective product and installation of the repaired or exchanged product. Section 442 para 1 of the German Civil Code (BGB) shall apply, however, in deviation of such Section 442 para 1, the relevant point on time for the knowledge of the customer in respect to a defect shall be the time of installation of our product into or onto another thing

The warranty period for our supplies is one year from delivery.

- 7.4.** If the supply which is due from us is not performed at all or is performed late or badly, then, for a period of one year from passing of risk, the customer can only demand damages:
- if such damages are based on an intentional or grossly negligent breach of duty by us or by one of our statutory representatives, senior members of staff or assistants in performance; or

- if such damages are based on the intentional or negligent breach of essential contractual duties (cardinal obligations) by us or by one of our statutory representatives, senior members of staff or assistants in performance (essential contractual duties - cardinal obligations - are understood as duties which have to be observed to allow correct fulfilment of the contract and in respect to which the customer can trust in observation of those duties);
- in respect of losses which fall within the protective scope of a guarantee (warranty) given by us or within the protective scope of a guarantee of condition or durability;
- in respect to damage which the customer suffered because we did, intentionally or negligently, breach our duties in respect to defects of our products (duties of repair or replacement)

7.5. In the event that a breach of a significant contractual obligation is caused by simple negligence, liability is limited in amount to the loss that is typically to be expected in applying reasonable care.

7.6. Claims for damages against us which are founded on mandatory statutory liability, for example under the Product Liability Act, and claims for damages because of injury to life, body or health and claims under Sections 445 a, 445 b and 377 of the German civil Code (BGB) shall be unaffected by the provisions in this section 7 and shall exist as provided by law.

8. CONFIDENTIALITY

8.1. The customer and we (“the parties”), both of whom represent and warrant that they apply a reasonable operation procedure to protect their confidential information, undertake as follows:

- that, during the time between an order and supply of the products concerned, each party (“the receiving party”) shall keep secret information which was disclosed to it by the other party (“the disclosing party”) in connection with business negotiations and/or with that respective order or other contracts



between the parties and which is described as confidential or which, for other reasons, is recognisable as constituting a business- or company secret; and

- that, the abovementioned information will, by the receiving party, not be recorded, passed on to third parties or used by itself in any way, except insofar as express written consent by the disclosing party has been obtained beforehand or except insofar as any such conduct is necessary in order to achieve the purpose of the contract.
- This obligation to maintain secrecy shall continue to apply for another five years after the order has been performed in full or has ended.

8.2. The following information is excepted herefrom:

- information which was already known to a receiving party before the contractual negotiations commenced or which is disclosed to the receiving party by third parties as not being confidential, provided that disclosure by those third parties is not a breach of confidentiality obligations of such third parties;
- information which has been developed by the receiving party, acting independent from the disclosure by the disclosing party;
- information which is, or which will become public knowledge other than through breach of the receiving party of its confidentiality obligations hereunder;
- information in respect of which a duty of disclosure exists by virtue of statute or which a public authority or court has ordered to be disclosed. However, in this case, the receiving party is obliged to inform the disclosing party without delay before disclosure.
- Statutory duties of confidentiality that go beyond those referred to above remain unaffected.

9. PRODUCT TRACEABILITY

The customer shall retain its records in reference to the products supplied by us and in reference to their sale or use by the customer, (including names of its customers and exactly identified products concerned per customer) for a period of at least 12 years after our supply of the products to the customer. The customer must assist us to



ensure appropriate product traceability, and in case of reasonable requests by us the customer shall support us with all information (his respective customers, lot number, date of delivery to its customers) that is required for us to comply with our standards and with legal requirements (if any) in respect to product traceability.

10. MISCELLANEOUS

- 10.1.** The place of performance and the exclusive legal venue for all disputes between the parties arising out of the contractual relationship is Berlin, Germany. As an exemption hereto, we are also entitled to proceed against the customer at the customer's general legal venue.
- 10.2.** The contractual and other legal relations between our customers and ourselves are governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) dated 11th April 1980.