

GENERAL TERMS AND CONDITIONS

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1. Range of Application

By ordering, Buyer agrees to all terms and conditions contained in this document which override any additional or deviating terms or conditions. These terms and conditions exclusively apply to all future business relations between the parties, as well.

2. Seller's Commitments

2.1. Seller undertakes that the product will at the time of delivery meet the specifications of this contract. Seller will notify Buyer if such specifications are changed. All descriptions, drawings, photographs, illustrations, performance and technical data, dimensions, weights and the like, contained in any promotional or technical documents issued by Seller are subject to variation without notice and shall not constitute sales specifications or - insofar as not expressly designated as such in writing - expressly warranted qualities.

2.2. Seller will supply Buyer with handbooks or instruction manuals for use respectively. Buyer undertakes that all users familiarise themselves with the given information and observe them.

3. Responsible Practices

3.1. Buyer will (i) familiarise itself with any product documents or information Seller provides under Seller's product stewardship program, including training, (ii) follow safe handling, use, storage, transportation and disposal practices, including special practices as the use of the product requires it and instruct its employees, contractors, agents, customers, patients and the care-taking family members in these practices and (iii) take appropriate measures to avoid ecologically harmful effects and all dangers to persons or property. Seller may withdraw from this contract in writing if Buyer fails to comply with any of its commitments under this section. The right to claim damages from Buyer is reserved.

3.2. To enable the Seller to warrant the best possible care for patients, the Buyer shall seriously endeavour to procure the patients' written consent to the disclosure of their personal data as specified in §3(1) of the Federal Data Privacy Protection Act (BDSG) and also, if applicable, the disclosure of special types of personal data as specified in §3(9) of the Federal Data Privacy Protection Act (hereinafter referred to collectively as "Data") to the Seller and to release the Buyer in this respect from statutory or contractual duties to the contrary (in particular the duty to treat medical records confidentially).

In such case, the Buyer shall be obligated to explicitly point out to the patients precisely what Data is to be disclosed and for what purpose, as well as the fact that the Data is to be disclosed to the Seller. The Buyer shall also ensure that the patients' written consent complies with all legal requirements (in particular, the requirements concerning release from the duty to treat medical records confidentially).

The Seller shall make the patients' Data that it receives anonymous in all cases (§3(6a) of the Federal Data Privacy Protection Act) and process (§3(4) of the Federal Data Privacy Protection Act) or use (§3(5) of the Federal Data Privacy Protection Act) such Data only to the extent necessary for the performance of the contract, for quality assurance and, if applicable, for the medical assistance of the patients in emergencies. No use of disclosed patient Data for other purposes or disclosure of such Data to third parties [without the consent of the patients] shall be permissible. The Seller undertakes to delete any Data received as soon as such Data is no longer needed for the above-specified purposes. The Seller undertakes to

process or use all patient Data disclosed to the Seller in accordance with the rules of doctor-patient confidentiality and other statutory regulations. The Buyer must point this out to the patient. In the event a patient refuses to consent to the disclosure of his or her Data to the Seller, the Buyer shall be obligated to inform the Seller of this in anonymous form (§3(6) of the Federal Data Privacy Protection Act).

4. Patents/Trademarks

Seller only warrants that the manufacture of the product does not infringe any patent granted by the country of manufacture. Buyer assumes full responsibility for use of any design, trade mark or trade name appearing on the product at Buyer's request, however, with Seller's explicit permission.

5. Warranty and Liability

5.1. In the event of a justified complaint regarding a product defect, Seller shall at his sole discretion within a reasonable period of time remedy the defect or offer to exchange the respective product for a new one. Buyer is only entitled to withdraw from the contract or reduce the purchase price according to the applicable legal provisions in the event of repeated failure or unreasonableness of the remedy measures. In no case, Buyer is entitled to remedy the product defects on his own. Buyer is solely entitled to claim damages according to section 5.5. of these terms and conditions.

5.2. Warranty is excluded in the following cases:

- (i) defects caused by negligence, improper operation, lack of maintenance, incorrect storage or accident,
- (ii) in the event of repairs, repair attempts, opening of the product, maintenance or modification of the product that have not been carried out by the Seller or by personal authorised by the Seller,
- (iii) in the event of the incorporation of products not released by the Seller,
- (iv) in the event of the use of spare parts or materials that have not been manufactured or released by the Seller,
- (v) in the event that the product is used by untrained users,
- (vi) in the event that the maintenance intervals prescribed in the handbook or instruction manual are not complied with.

5.3. All claims for warranty expire within 12 months, starting with the passing of the risk. For claims resulting from tort, in case of intent, in case of non-fulfillment of expressly warranted qualities, in case of the taking over of delivery risks and in case of personal injuries, the statutory limitation periods apply. §§ 438 subpara. 3, 479 and 634 a subpara. 3 remain unaffected.

5.4. The duty to inspect the product and give notice of a defect according to § 377 HGB (German Commercial Code) shall prevail. Buyer has to immediately give written notice of any detected defects.

5.5. As far as there are no contrary legal provisions, the Seller can be unlimitedly held liable for all damages resulting from intentional or grossly negligent breach of duty or from lack of expressly warranted qualities. This rule applies as well in the event that the Seller has taken over the risk to provide certain products. In the case of ordinary negligence, Seller's liability is limited to delayed performance on the part of the Seller or the breach of essential contractual duties the fulfillment of which is inevitable for the proper performance of the contract and the Buyer can particularly rely on,

however, limited to characteristic damages that were foreseeable at the time of signature. Any liability for damages that extends the provisions of this section 5.5. is excluded, regardless of its legal grounds. Possible unlimited liability due to the provisions of the German Product Liability Act or other compulsory German legal regulations as well as in the case of negligent or intentional injury of life, body or health shall remain unaffected.

- 5.6. The preceding provisions also apply, both regarding the grounds and the amount of claims, in favour of the Seller's legal representatives, employees and other vicarious agents.
- 5.7. In the event that the Buyer is entitled to claim for compensation instead of the performance or to withdraw from the contract he has, upon Seller's request, to declare within a reasonable period of time whether and how he intends to make use of such rights. If Buyer does not do so, or if he insists to request performance, he may only exercise such rights after the fruitless expiry of another reasonable period of time.

6. Purchase Price and Payment Terms

- 6.1. Seller may change the previously agreed terms and conditions of payment and of transportation at any time, by 15 days prior written notice to Buyer. Buyer's failure to make written objection to the change prior to the effective date shall be considered acceptance. If Buyer objects prior to the effective date, Seller shall have the option (i) to continue to supply on the terms and conditions in effect prior to the announced change or (ii) to cancel the affected product quantities immediately and shall advise Buyer accordingly within 15 days from receipt of Buyer's written objection or (iii) to withdraw from the contract.

The same rule applies in relation to the price of products which will not be delivered during 4 weeks following the completion of the contract, in the event that Seller's costs for the products rise due to the change of exchange rates, currency regulations, changes in duties, taxes or fees, rise of costs of raw materials or transportation or other causes beyond Seller's control.

- 6.2. Prices are calculated in Euro. They are valid for delivery ex factory plus legal VAT. VAT is added at the day of delivery in the applicable amount. The invoices shall be paid without deductions within 30 days after delivery. After this period of time, the payment is delayed without the need of a reminder.
- 6.3. The setoff or the enforcement of a lien against a claim of Seller is only admissible with a claim that either has become non-appealable, is undisputed or has been expressly acknowledged by Seller.
- 6.4. If, after conclusion of the contract, Seller should become aware of circumstances which considerably reduce the creditworthiness of Buyer, or if the agreed payment conditions are not met, Seller is entitled to choose either to claim the immediate maturity of all of his claims against Buyer arising out of the business relationship or to demand the provision of reasonable securities. If the claims which, if Seller so chooses, are due immediately are not settled without undue delay or if the reasonable security demanded is not provided without undue delay, Seller can resign from this contract in writing.

7. Schedule of Deliveries

Delivery of the products regularly takes place after consulting the Buyer. Dates or periods of delivery are non-binding estimations, the actual date of delivery depending on the availability of supply parts and conditions of production and transportation.

8. Force Majeure

In the event of accident, mechanical breakdown of facilities, fire, flood, strike, labour trouble, riot, revolt, war, acts of governmental authority, acts of God, or contingencies beyond the reasonable control of the party affected, interfering with the

performance of this contract, the party affected is entitled to inform the other party upon 7 days' written notice after knowledge of the cause with the consequence that the quantity of product contractually provided for shall be reduced by the amount so affected without liability.

9. Governmental Provisions

In the event the price, the shipping costs or the terms of payment are altered significantly, prohibited, unenforceable or cannot be altered due to a governmental provision, Seller shall be entitled to withdraw from this contract upon 15 days' written notice.

10. Non-Performance

- 10.1. If Buyer fails to fulfil any of the terms of this contract when due, Seller shall be entitled to refuse further deliveries - except for cash - and/or withdraw from the contract.
- 10.2. In the event of delay, Seller shall be entitled to claim annual interest in the amount of 8% above the current base interest rate (Basiszinssatz) as specified by the European Central Bank (§ 247 BGB). The right to prove further damages caused by the delay is reserved.

11. Retention of Title

- 11.1. The delivered product remains the property of Seller until all claims of Seller resulting from the business relations with Buyer as well as future claims regardless of their origin have been completely fulfilled. If there is a current account, this retention of title also secures the current credit balance.
- 11.2. A realisation or a security transfer of the product supplied by Seller or of products jointly owned by Seller is prohibited until all claims resulting from the business relation have been fulfilled. If Buyer purchases the product in order to resell it, he shall be revocably entitled to resell the product within ordinary course of business under the condition that the claim resulting from such resale is transferable. In the event of sales within the framework of current account relations, Seller's prolonged retention of title secures the current account claim, after balancing it secures the balance claim. The right to resell terminates with the cessation of payment or the filing or opening of composition or bankruptcy proceedings.
- 11.3. In the event of a resale, Buyer assigns all future claims arising therefrom in the amount of Seller's delivery price (including VAT) to Seller, however, Buyer shall revocably remain entitled to recover these claims. Seller shall also be entitled to cash the claims and inform the third party debtor of the assignment as far as the customer does not meet his financial obligations properly. Buyer shall provide all information necessary to collect on the claims.
- 11.4. The taking back of the retained property shall not be considered a withdrawal from the contract unless otherwise declared in writing.
- 11.5. In the event that Seller's securities based on the retention of title exceed the value of the claims secured by more than 20%, the securities shall insofar be considered released.

12. Transfer of rights

Rights under this contract are neither transferable nor assignable by Buyer without Seller's prior written consent.

13. Non-Waiver

Failure to exercise any right under this contract upon any occasion shall not waive the respective party to exercise the same right on another occasion.

14. Severability of Provisions

Should any provision of this contract be held invalid or unenforceable the validity and enforceability of the remaining provisions shall not be affected. Any invalid or unenforceable provision shall be replaced with a new provision which will allow the parties to this contract to achieve the intended economic result in a legally valid and effective manner. The same rule shall apply in the event of a missing provision.

15. Applicable Law and Forum

This contract shall be governed and construed in accordance with the laws of the Federal Republic of Germany, except for the provisions of private international law and the United Nations Convention on contracts for the International Sale of Goods (CISG). Place of venue in relation to merchants (Kaufleute) and corporations of public law is Berlin. Seller shall be entitled to sue Buyer in the jurisdiction of his business seat, as well.

16. Written Form

Changes of or amendments to this contract must be submitted in written form. This requirement also applies to this written form provision.