

# General Terms and Conditions for Radiation, Laboratory Examination and Packaging

of BBF Sterilisationservice GmbH, Willi-Rüsch-Strasse 10/1, 71394 Kernen i.R., Germany  
(as per May 1, 2016)

## 1. General Statements and Area of Application

- 1.1 Our general terms and conditions hereinafter shall apply exclusively: we do not accept the Client's terms and conditions contrary to or departing from our terms and conditions unless we had explicitly consented to their application in writing. Our general terms and conditions shall also extend to all future transactions with the Client.
- 1.2 Our general terms and conditions shall only apply to companies as defined by Section 310, Paragraph 1 of Bürgerliches Gesetzbuch (German Civil Code).

## 2. Quotations, Scope of Performance, Signing Contracts and Risk

- 2.1 In the absence of any other statements from the order confirmation, our quotation shall be subject to change without notice.
- 2.2 If the Client's order shall be qualified as a quotation pursuant to Section 145 of Bürgerliches Gesetzbuch (German Civil Code), we can accept it within two weeks by sending an order confirmation.
- 2.3 To the extent that the Client's assistance is necessary for furnishing our performance, the Client shall be legally obliged to us to assist.
- 2.4 We shall be entitled to furnish partial performance to the Client.
- 2.5 BBF's contractual performance shall be limited to fault-free processing or testing of the products. Achieving sterility shall not be owed by BBF.
- 2.6 The Client shall bear the risk of the condition and the suitability of the delivered material in terms of the agreed processing, especially for irradiation and for the acceptable irradiation dose. BBF shall not be obliged, to check the radiation material for its condition and suitability for irradiation.

## 3. Prices and Terms and Conditions of Payment

- 3.1 In the absence of any other indication from placing the single order, the Contractor's prices shall be ex works excluding packaging and transportation expenditures that shall be billed to the Client separately.
- 3.2 The statutory value-added tax is not included in the agreed price; the statutory amount shall be reported separately in the invoice on the day of billing.
- 3.3 Deducting the trade discount shall require a separate written agreement between the contractual parties.
- 3.4 In the absence of any other agreements in the single order placed, the remuneration shall be due for payment within 14 days starting from invoice date. The statutory regulations shall extend to the consequences of default in payment.

## 4. Right of Setting Off and Retention

The contractual parties shall only be entitled to the rights of setting off or retention if the counterclaims have been declared final and conclusive or are undisputed or recognised. Beyond this, the contractual parties shall only be authorised to exercise a right of retention to the extent that the counterclaim arises from the same contractual relationship.

## 5. Delivery Time

- 5.1 The prerequisite for any delivery period given by the Contractor beginning shall be the contractual parties resolving all of the technical issues.
- 5.2 The prerequisite of the Contractor complying with its obligation to perform shall further be the Client correctly meeting its obligations on time. The defence of non-compliance with the contract hereto shall be reserved to the Contractor.

## 6. Passage of Risk/Packaging Costs

- 6.1 In the absence of any other agreements between the contractual parties in each single order, compliance with the Contractor's performance shall be agreed ex works. Therefore, the Client shall bear the risk of transport.
- 6.2 If the Client so desires, the Contractor shall cover the Client's risk of transport with a transport insurance policy; the Client shall pay the costs incurred.

## 7. Warranty

- 7.1 The Contractor's warranty shall be governed by the statutory regulations. Item 8 of our general terms and conditions shall extend as a supplement to the Client's resulting claims to compensation for damage.
- 7.2 The limitation of actions for the Client's warranty claims shall be 1 year. Said limitation of actions shall start running when the Client officially accepts the Contractor's performance. The Client's claims to compensation for damage due to culpable injury to life, limb or health shall remain unaffected that the statutory limitation of actions shall extend to.

## 8. Liability

The Contractor shall be liable for compensation for damage pursuant to the statutory regulations provided that claims to compensation for damage are asserted that rest on intention or gross negligence, including the intention or gross negligence of the Contractor's representatives or vicarious agents. To the extent that the Contractor is not accused of any intentional contract violation, the claim to compensation for damage shall be limited to the foreseeable and typically occurring damage. The Contractor shall be liable pursuant to the statutory regulations provided that it culpably violates an essential contractual obligation. However, in this event, the claim to compensation for damage shall be limited to the foreseeable and typically occurring damage. To the extent that the Client is entitled to a claim to compensation for the damage instead of the performance, the claim to compensation for damage shall also be limited to the foreseeable and typically occurring damage. This shall also extend to the Client's claims to compensation for damage from statutory delay in performance or from the warranty.

The Contractor's liability due to culpable injury to life, limb or health shall remain unaffected; this shall also extend to mandatory liability pursuant to the Produkthaftungsgesetz (German Product Liability Law).

In the absence of any departing regulations above, the Contractor's liability for compensation for damage shall be excluded. This shall also apply with reference to the personal liability for compensation for damage for the Contractor's salaried employees, workers, representatives or vicarious agents.

## 9. Venue and Place of Performance

Provided that the Client is a merchant, the Contractor's business headquarters 71394 Kernen i.R., Germany shall be the venue for all legal disputes of a proprietary law nature arising from the contract hereto. This shall also extend to competing tortious claims. The Contractor shall also be entitled to sue the Client at the court of its residence/business headquarters.

The law of the Federal Republic of Germany shall apply; the application of the UN Convention on the International Sales of Goods shall be ruled out.

In the absence of other agreements among the parties hereto, the Contractor's business headquarters 71394 Kernen i.R., Germany shall also be the place of performance.