

GENERAL TERMS & CONDITIONS (INTERNATIONAL)

MEDTECHTRADE AG

1. Area of Application

- 1.1. These General Terms & Conditions (hereinafter „the GT&C“) are applicable to any and all sales and/or services provided by MedTechTrade AG, Bankstrasse 4, 8610 Uster, Switzerland (hereinafter: “Seller”) to and/or for its customer (hereinafter: “Purchaser”).
- 1.2. The GT&C constitute an integral part of the purchase agreement between Seller and Purchaser. Unless otherwise agreed upon in writing, the GT&C exclusively govern the execution of the purchase agreement. The GT&C and the purchase agreement are hereinafter jointly referred to as “the Agreement”.
- 1.3. The application of any General Terms & Conditions of the Purchaser is hereby expressly excluded.

2. Terms of Delivery

- 2.1. Detail Terms are defined in the Purchase Agreement.

3. Warranty

- 3.1. Seller does not assume any warranty for defective Equipment and Purchaser waives any respective claims.
- 3.2. If applicable, Purchaser shall obtain for the Equipment, at its own expenses, the basic approval and test certificates as required under its respective jurisdiction confirming that the products meet with appropriate standards in existence at that time.

4. Liability

- 4.1. Seller does not assume any liability for defective equipment and Purchaser waives any respective claims.

- 4.2. Seller shall not be held liable and Purchaser hereby agrees to indemnify and hold harmless Seller, its directors, employees, stockholders and consultants from and against any and all liabilities, claims, demands, suits, judgments, damages, expenses, costs and losses including costs and expenses and legal fees in connection therewith or incidental thereto arising out of damages to third parties caused by, arising of or in any way connected with the performance of the business by Purchaser except where such liabilities, damages, costs and expenses arise out of the wilful misconduct or gross negligence of Seller or its directors, employees or consultants.

5. Title Retention

- 5.1. If Purchaser does not agree to pay the purchase price in advance or in case of down payment, Seller remains entitled to the Equipment until full payment of the purchase price is made. Purchaser acknowledges and agrees hereby that Seller may file registration with the title retention register ("Eigentumsvorbehaltsregister") on his sole discretion.

6. Severability

- 6.1. If any provision of the Agreement is ruled by a court of competent jurisdiction to be invalid or unenforceable, the Agreement, consisting of the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provision had never been included.
- 6.2. In case of lacunae the Parties shall agree upon any provision necessary in order to adhere to the object and intention of this Agreement or, in case of a lacuna resulting from a provision being ruled invalid or unenforceable, a provision which is valid and equivalent to the intended meaning of said provision.

7. Force Majeure

- 7.1. Seller shall not be under liability of whatever kind for non-delivery or delay in delivery of the Equipment or any part thereof due to the occurrence of circumstances of insuperable force ("Force Majeure"), including war, riot or other civil disobedience, acts of government or any agency or subdivision thereof, labour dispute, lock-out, strikes, embargoes, accident, fire, explosion, flood or any other act of God.
- 7.2. In any such event Seller may without liability terminate the Agreement or extend the time of delivery of the Equipment for a period at least equal to the time lost by reason of such causes.

8. Miscellaneous

- 8.1. The Agreement may be executed in any number of copies. Each of them shall be deemed an original.
- 8.2. The English text of the Agreement shall be the only authentic text hereof.
- 8.3. The Agreement and its regulations supersede any other agreement or contract concluded between the Parties prior to the signing of the Agreement. No addition or modification to the Agreement or its addenda shall be valid unless made in writing.
- 8.4. Any notice, notification or confirmation required by the Agreement shall be made in writing (email, fax or written mail).

9. Choice of Law and Jurisdiction

- 9.1. The Agreement is, in all respect, subject to substantive Swiss law with the exclusion of Swiss International Private Law insofar as it refers to a law other than Swiss law. **The UN convention concerning the international purchase of goods of April 11, 1980 ("Vienna Convention") is specifically excluded.**
- 9.2. Any Disputes arising out of or in connection with the Agreement, including disputes on its conclusion, binding effect, amendment and termination shall be **adjudicated by the Commercial Court of Zurich ("Handelsgericht des Kantons Zürich"), Switzerland.**
- 9.3. Seller may, however, at its sole discretion, bring any claim or action against Purchaser to the ordinary court at the domicile of Purchaser.

MedTechTrade AG

Bankstrasse 4
8610 Uster

General Terms & Conditions, 3. Jan. 2011