

GENERAL TERMS AND CONDITIONS

of the company waveguide medical systems GmbH Germany

General Provisions, Validity:

- These General Terms and Conditions (hereinafter referred to as "GTC") apply to all legal transactions which we, waveguide medical systems GmbH Germany, conclude with entrepreneurs, self-employed persons / members of the liberal professions and legal entities under public law (hereinafter uniformly referred to as "customers").
- Any purchase and/or other terms and conditions of the customer shall have no validity; we hereby expressly object to these with reference to the fact that we expressly contract only on the basis of our own GTC.

1. Quotes:

- 1.1 All quotes made by us are subject to confirmation and non-binding.
- 1.2 Quote documents may not be passed on to third parties without our consent.
- 1.3 We accept customer quotes and/or orders either by written order confirmation and/or delivery of the goods ordered by the customer
- 1.4. Cost estimates provided by us are generally without guarantee for completeness and correctness.

2. Prices, payment

2.1 The prices stated in our quotes and/or the subsequent written order confirmation are based on the costs at the time of the initial quote. If the delivery of the goods/performance of the service is not to be rendered within 4 months after conclusion of the contract, or if the delivery of the goods/performance of the service is delayed for reasons for which the customer is responsible to a point in time of 4 months after conclusion of the contract, the following shall apply:

We are entitled to demand a higher remuneration than the remuneration quoted and/or agreed or the purchase price if the calculation bases existing at the time of placing the order - the relevant date being that of the written order confirmation by waveguide - increase by at least 5 %, in particular if raw material prices, exchange rates, personnel costs, etc. change after conclusion of the contract. In this case we shall be entitled to adjust the prices accordingly.

2.2 All prices and fees are exclusive of the respective statutory value added tax. The prices apply ex works/our warehouse, whereby packaging, transport, loading and/or shipping costs as well as customs and insurance costs are borne by the customer. Packaging material will only be taken back by us upon separate agreement.

All invoices are due for payment immediately and without deduction upon receipt. Deviations from this require our express written consent. In the event of default in payment, the respective statutory provisions shall apply.

3. Reservation of title and right of retention:

We deliver only on the basis of the retention of title described in more detail below. This shall also apply to all future deliveries, even if we do not always expressly refer to them.

3.1 We reserve title to the delivered item until full payment of all claims arising from the delivery contract. We shall be entitled to take back the object of sale if the purchaser behaves contrary to the terms of the contract.

3.2 The purchaser is obliged to treat the purchased item with care as long as the ownership has not yet passed to him. In particular, he is obliged to adequately insure them at his own expense at replacement value against theft, fire and water damage. If maintenance and inspection work has to be carried out, the purchaser must carry this out in good time at his own expense. As long as the ownership has not yet been transferred, the purchaser must inform us immediately in writing if the delivered item is seized or subjected to other interventions by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extra-judicial costs of an action pursuant to § 771 ZPO (German Civil Practice Act), the purchaser shall be liable for the loss incurred by us.

3.3 The purchaser is entitled to resell the reserved goods in the normal course of business. The purchaser hereby assigns to us the purchaser's claims arising from the resale of the reserved goods to the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The purchaser remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected thereby. However, we shall not collect the claim as long as the purchaser meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.

3.4 The treatment and processing or transformation of the object of sale by the purchaser shall always be carried out in our name and on our behalf. In this case, the purchaser's expectant right to the object of sale shall continue in the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other objects processed at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the purchaser's item is to be regarded as the main item, it shall be deemed agreed that the purchaser transfers co-ownership to us on a pro rata basis and guards the resulting sole ownership or co-ownership for us. In order to secure our claims against the purchaser, the purchaser shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.

3.5 We undertake to release the securities to which we are entitled at the purchaser's request insofar as their value exceeds the claims to be secured by more than 20%"

4. Delivery:

4.1 Delivery/performance periods are in principle non-binding unless they have been specified separately in writing either in the order confirmation or in an individual contractual agreement between the customer and us.

4.2 Waveguide is entitled to carry out and invoice partial or advance deliveries.

4.3 Changes and/or additions to the order entitle waveguide to an appropriate extension of the delivery and service period.

4.4 Unforeseen circumstances or circumstances beyond the control of the parties, such as force majeure, which hinder compliance with the agreed delivery period, shall in any case extend the delivery period by the duration of such circumstances. These include in particular acts of war, official interventions and prohibitions, labour disputes, the loss of a major supplier who is very difficult to replace, obstruction of traffic routes, transport delays or transport damage, etc., whereby it is irrelevant whether these circumstances occur at waveguide itself or at one of its suppliers and/or subcontractors.

4.5 Any contractual penalties for delay in delivery agreed between the contracting parties upon conclusion of the contract shall not apply in the event of force majeure.

5. Transfer of Risk, Shipment, Place of Performance:

5.1 Benefit and risk shall pass to the customer at that time as soon as we have the purchased item/work ready for collection at the factory and/or warehouse, irrespective of the price agreed for the delivery and whether the items are to be handed over by us to a carrier or haulier. Shipment, loading and unloading, as well as transport itself, shall always be at the risk of the customer, irrespective of who organises and manages this. In the case of services/deliveries, the place of performance shall be our place of business.

5.2 We are entitled to any customary and professional mode of dispatch. Transport insurance shall only be taken out upon written order by the customer and at the customer's expense. In the case of deliveries with installation, the risk shall pass to the customer upon completion of the installation.

5.3 If dispatch, delivery, performance of the installation, acceptance into the customer's own operation or trial operation are delayed for reasons for which the customer is responsible or if the customer defaults on acceptance for other reasons, the risk shall pass to the customer.

6. Installation:

6.1 For the installation and assembly of the delivery (hereinafter referred to as: "installation"), the following provisions shall apply unless otherwise agreed in writing:

6.2 The customer must prepare the installation site at his own expense in accordance with our guidelines and in particular provide the necessary power connections and other technical equipment in good time so that the installation can be started as agreed and carried out without interruption.

6.3 If the installation or the subsequent commissioning is delayed due to circumstances for which we are not responsible, the customer shall bear the reasonable costs for the waiting time of the installation personnel and the additional travel expenses required.

6.4 After completion of the installation, we shall be entitled to demand acceptance of the delivery and installation services. The customer must then confirm this within one week. If the customer does not make a statement, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have been effected if the delivery is put into use - if necessary after completion of an agreed test phase.

7. Warranty:

7.1 The warranty period shall be twelve months unless a special warranty period has been agreed for individual goods and products. This warranty period also applies to goods and products that are firmly attached to a building or land.

This shall not apply if damages resulting from injury to life, limb or health are asserted within the scope of the warranty right which are based on an intentional or negligent breach of duty by us or one of our legal representatives or vicarious agents. Furthermore, this shall not apply if such damages are asserted within the scope of warranty law which are based on an intentional or grossly negligent breach of duty by us or one of our legal representatives or vicarious agents.

Any warranty is excluded for consumables or wearing parts, including optical components, which are subject to wear during operation, as well as for used equipment.

7.2 The warranty claim presupposes that the customer has notified us in writing of the defect(s) that have occurred immediately after becoming aware of them. The customer should describe the defect in as much detail as possible. Warranty claims are excluded if a defect is due to the fact that the customer's technical systems (supply lines, networks, etc.) are not in a technically correct and operational condition or are not compatible with the goods and products to be manufactured by waveguide, unless we were able to detect the latter.

7.3 Warranty claims are further excluded for defects caused by faulty assembly, improper handling or overstraining by the customer, non-compliance with our operating and/or training instructions and safety instructions, non-compliance with relevant statutory requirements and regulations, operating conditions that interfere with the function (such as insufficient power supply, other chemical, electrochemical or electrical influences, environmental influences), as well as omitted maintenance and repair work.

7.4 The customer can no longer assert any warranty claims against us if he himself or a third party commissioned by him carries out changes/repairs to the delivered goods and products without our written

consent.

7.5 If goods and products are manufactured by us on the basis of design specifications, drawings, models or other specifications provided by the customer, our liability shall extend only to the execution of such goods and products in accordance with the conditions.

7.6 We render subsequent performance at our place of business. Goods and products which are the subject of a complaint must be transported by the customer to our place of business. We shall be entitled, and in the case of obviously considerably lower costs, obliged, to render subsequent performance at the customer's place of business. Within the framework of subsequent performance, we shall be entitled to carry out any necessary inspection, even if this impairs the goods and products whose defectiveness is alleged. The costs of such inspections shall be borne by the customer if it turns out that there was no defect in the goods and products about which the complaint has been raised.

7.7 All ancillary costs incurred in connection with the determination and rectification of defects, such as transport, disposal, installation and removal costs, journey and travel time costs, shall be borne by the customer. If warranty work is to be carried out on the customer's premises, the customer must provide the necessary assistants and other support measures, including the provision of technical equipment, free of charge.

7.8 In the event of assertion of a defect subject to warranty, we shall be entitled, at our discretion, to repair the defective goods and to avert a request for conversion by an appropriate price reduction, provided that it is not a matter of a material and/or irreparable defect.

7.9 Unless expressly agreed otherwise, the warranty claims are based on the statutory provisions.

8. Liability and product liability

Our liability for any legal reason is governed by the following provisions:

8.1 We shall be liable for intent and gross negligence, in the event of injury to life, limb and health, in the event of intent or gross negligence with regard to warranted or guaranteed characteristics, in the event of claims under the Product Liability Act, as well as other mandatory statutory provisions for all damages resulting therefrom without limitation in accordance with the statutory provisions.

8.2 In the event of a breach of material contractual obligations (i.e. obligations on the fulfilment of which the customer may regularly rely and without which proper performance of the contract would not be possible) or any other breach of warranted or guaranteed characteristics, our liability shall be limited to the amount of the foreseeable damage typical of the contract, but not exceeding €100,000.

8.3 In the event of only slightly negligent breach of essential contractual obligations, our liability shall be limited to an amount of €50,000.

8.4 Otherwise, our liability for damages resulting from ordinary negligence shall be limited to an amount of EUR 25,000.

8.5 In the event of non-compliance with legal and/or contractual requirements for assembly, commissioning and use, as well as non-compliance with safety instructions or other official approval conditions, the customer shall be liable for contributory negligence. In any case, the customer must ensure that all operating instructions and/or training instructions for the delivered works and products are observed by all users. Accordingly, the customer shall train and instruct his personnel and all persons working with the delivered goods and products accordingly.

8.6 If third parties (agents, sales partners, commercial agents, etc.) are involved in the initiation, conclusion or subsequent performance of the contract concluded between us and the customer, they shall not be entitled to make declarations or provide any other information binding on us at our expense. We also assume no liability for promises, information, recommendations, etc. made by third parties.

9. Industrial property rights, software:

9.1 If we manufacture goods or products on the basis of design data, drawings, models and/or other specifications provided by the customer for the manufacture of the same, the customer shall immediately indemnify us against any claims resulting therefrom upon request in the event of any infringement of the industrial property rights of third parties.

9.2 Software, execution documents such as plans, sketches or other technical documents, as well as sample catalogues, illustrations, brochures or the like shall remain our intellectual property and shall enjoy copyright protection. Any duplication, distribution, imitation and/or exploitation or similar not expressly authorised by us in writing is prohibited.

9.3 If the object of performance also includes software components and/or computer programs, we shall grant the customer the non-transferable and non-exclusive right of use at the respective installation site, subject to compliance with the contractual conditions and requirements (such as safety instructions, training and operating instructions, etc.). Warranty claims with regard to the software only exist for the conformity of the software with the specifications agreed upon when the contract was concluded, provided that this complies with the installation requirements and other instructions of waveguide and the respectively applicable conditions of use.

9.4 In particular, waveguide does not warrant that the software is in perfect condition or that it will function continuously without interruption or error.

9.5 The customer is responsible for compatibility with his technical requirements at the installation site and thus for the use and results achieved with the software.

10. Final provisions:

10.1 The competent court for our place of business and for the subject matter shall have exclusive jurisdiction to decide on all disputes arising from the contract, including those concerning its existence or non-existence, including all future contracts between us and the customer.

10.2 However, we are also entitled to sue at the customer's place of jurisdiction.

10.3 The contract is subject to German law to the exclusion of the referral norms. The application of the UN Convention on Contracts for the International Sale of Goods is excluded by mutual agreement.

(Date: February 2021)