

General Terms and Conditions of Purchase of M. Braun Inertgas-Systeme GmbH

1 General - Scope of Applicability

- 1.1 Our General Terms and Conditions of Purchase shall apply exclusively. Your terms and conditions shall not form part of the contract unless we have expressly agreed with their applicability. Our Terms and Conditions of Purchase shall also apply even if we accept your deliveries / performances without reservation in knowledge of your terms and conditions of delivery which contradict or deviate from our General Terms and Conditions of Purchase. Upon acceptance / execution of an order, you shall simultaneously recognize these General Terms and Conditions of Purchase as binding for all future contractual relationships with you.
- 1.2 All agreements on, or supplements and amendments of, the order must be made in writing. The written form requirement may only be waived by means of a written statement.
- 1.3 Customary commercial clauses shall be interpreted on the basis of the current Incoterms unless the provisions of the German Civil Code and/or the German Commercial Code have priority.

2 Acceptance Period, Prices, Despatch and Packaging

- 2.1 The Supplier shall be obliged to accept our order within 3 days, simultaneously stating our order number and article number (acceptance period). In the event of later acceptance, we shall be entitled to agree or reject acceptance.
- 2.2 The agreed prices shall be fixed prices and shall exclude subsequent charges of any kind. Prices shall cover all performances which are necessary in order to comply with the contract. The agreed prices also include packaging, transport, insurance, customs clearance, expenses, license charges, commissioning / acceptances, operating instructions in 2 copies and all public charges and levies. If no prices are stated in the order, your current list prices shall apply with the normal commercial deductions. We shall be entitled to renegotiate the order. If you are also obliged to carry out the assembly function based on our order, this shall be included in the agreed prices, including all the necessary ancillary performances, unless a special price compensation has been agreed. The agreement on the place of performance shall not be affected by the type of pricing structure.
- 2.3 We shall only take over the quantities and number of units as ordered. Overages and underages shall only be accepted if they have been agreed with us beforehand.
- 2.4 Despatch shall be carried out at your risk. The risk of deterioration, including the risk of fortuitous loss, shall remain with you up to delivery at the requested despatch address or place of use. Despatch shall be ex works duty paid (DDP in accordance with INCOTERMS), including packaging to the place of reception.

3 Invoices and Payment

- 3.1 Invoices shall be submitted separately after delivery in the proper manner in a single copy together with all the relevant documents and data - in particular making reference to the order number and article number specified in our order.

Invoices which are not submitted in the proper manner shall only be regarded as having been received by us on the date of their correction.

- 3.2 Unless otherwise agreed, payment shall be made within 14 days with 3% cash discount or after 60 calendar day net, calculated after delivery / performance / acceptance, receipt of the documentation in accordance with Section 3.3 and receipt of the relevant invoice.
- 3.3 If confirmations or certificates have been agreed or are customary within the industry, e.g. acceptance confirmations, conformity declarations, certificates, etc., they shall form an integral part of the required performances and shall be despatched to us at the latest with the goods in question. The payment period for invoices shall commence upon receipt of the full and complete documentation.
- 3.4 If advance payments are made, you shall provide us with reasonable and appropriate security, e.g. a bank guarantee.
- 3.5 With regard to our payment claims, all offsetting, retention or price reduction rights shall be excluded if they are established by declaratory judgement or are in respect of a claim expressly recognized by us.

4. Amendments and Supplements

- 4.1 If you are liable for a work performance/work delivery, we shall be entitled to request amendments and supplements to the order at any time based on our equitable discretion and taking due account of your interests. You shall be obliged to propose amendments which you consider necessary and meaningful in anticipation of a successful performance of the contract. You shall also effect the aforesaid amendments after receiving our written consent.
- 4.2 If an amendment gives rise to a cost increase or a cost reduction and/or non-compliance with the scheduled delivery date, you shall be obliged to simultaneously draw attention to your amendment proposal or immediately upon receipt of our amendment request. The amendment shall be made on the basis of a written agreement in which the compensation for additional costs or after taking account of any reduced costs are specified, together with the scheduled timetable.
- 4.3 If the bases of the compensation for the contractual performances or part of the performance are altered as a result of a change, the compensation taking account of the additional and lower costs shall be adjusted by means of an agreement in the aforesaid respect.
- 4.4 If performances are required by you as a result of an amendment and if the aforesaid performances are not envisaged in the contract, you shall be entitled to additional compensation provided this was agreed before the commencement of the additional work. The additional compensation shall be determined on the bases for determining the price for the contractual work and the special costs for the requested supplementary work.

5.0 Delivery Dates, Delivery Delay and Force Majeure

- 5.1 The agreed delivery dates shall be binding (contract deadlines). What is relevant for compliance with the delivery date or the delivery period is receipt of flawless and complete goods, including the relevant documentation, at the place of receipt or place of use specified by us in the order or the timeliness of a successful acceptance.
- 5.2 If you anticipate that an agreed delivery date cannot be upheld for whatever reason, this shall be notified to us immediately in writing, simultaneously stating the reasons and the anticipated duration of the delay.

- 5.3 You shall only be entitled to invoke the absence of the necessary documents and any other preliminary work to be supplied by us if a reminder has been sent for the preliminary work and if the anticipated duration of the delay is communicated in writing.
- 5.4 We shall be exempt from the obligation to accept ordered deliveries/services in whole or in part and shall then be entitled to withdraw from the contract if the delivery / performance can no longer be used in whole or in part from an economic point of view on account of a delay attributable to force majeure or a labour dispute.
- 5.5 In the event of an earlier delivery than agreed, we shall reserve the right to return the goods at your cost. If no goods are returned despite a premature delivery, the goods shall be stored by us at your cost and risk up to the agreed delivery date. In the event of a premature delivery, the due date of your claim shall not commence until the agreed due date.
- 5.6 We shall only accept part-deliveries on the basis of a specific agreement. In the event of partial shipments, the outstanding quantity shall be noted in the delivery note.
- 5.7 Our liability, also for our representatives and vicarious agents, shall be limited to wilful intent and gross negligence. This shall also apply for claims arising from culpa in contrahendo. We shall also be liable for the breach of major contractual obligations in the event of simple negligence but only for reimbursement of the typically foreseeable damage.

6 Acceptance

- 6.1 Formal acceptance is necessary if you are committed to contract work or contract performances. If the review of your performances necessitates commissioning or setting up for test purposes, acceptance shall only be given after a successful conclusion of the test.
- 6.2 Payments on our part shall not denote that we have accepted the delivered goods.

7 Quality Guarantees and Rights re Property and Legal Defects

- 7.1 As a quality guarantee, you shall warrant that the relevant deliveries/performances have the agreed qualities and that all deliveries / performances comply in full with the latest state of the art, the relevant legal provisions and the regulations and directives of the relevant authorities, employers' liability associations and trade associations, especially legal regulations on technical equipment (The Equipment Safety Act), workplace regulations, the DIN regulations, the necessary approvals and licenses and the specifications and other details and information stated in the order. This shall also apply for all the necessary trademarks/logos and instructions for use. If deviations from the aforesaid regulations are necessary in individual cases, you shall be required to obtain our prior written consent on the aforesaid. Your liability shall not be restricted by the aforesaid approval. If you have reservations regarding the type of design requested by us, you should notify these to us in writing without delay.
- 7.2 We shall immediately inform you of any delivery/performance defects in writing as soon as they are identified during then course of orderly and proper operating procedures. For defects which we report to you within four weeks, you shall waive the defence of delayed defect notification.
- 7.3 In urgent cases or in the event of minor defects, the defect may be rectified by us without prior consultation - in compliance with our damage reduction obligation -

without your liability being affected as a result. We shall then be entitled to charge you with the necessary expenses. The same shall apply if unusually high damages are pending.

- 7.4 The limitation period for defect claims shall be 2 years unless expressly agreed otherwise. It shall commence upon the acceptance of goods by us or by the third parties designated by us in the place of reception and use as specified by us. In the case of appliances, machinery and equipment, the limitation period shall commence on the formal acceptance date which is stated in our written acceptance statement. The limitation period for claims on account of defective spare parts shall be 2 years from the date of installation / commencement of use.
- 7.5 In the case of delivery components which cannot be used for operational purposes during the defect examination stage and/or during the defect rectification, the current limitation period shall be interrupted by the time attributable to the business interruption. The limitation period for rectified or newly delivered components shall re-commence at the end of the rectification process or, if acceptance has been agreed, upon acceptance. Acceptance shall be requested from us in writing if necessary.
- 7.6 You shall operate an appropriate quality assurance system in line with the state of the art as far as its type and scope are concerned and shall be documented to us upon request. You shall conclude a corresponding quality assurance system with us if we consider this necessary. You shall also take out adequate insurance cover against all product liability risks, including recall risks and shall submit the insurance policy to us for inspection upon request.
- 7.7 Regardless of their legal cause, you shall undertake to indemnify us against all and any claims of our customers or any other third parties arising from or in connection with a product claim and/or its consequences to the extent that the damage cause is attributable to you and/or to the extent that you are directly liable to the claimant or us - regardless of the legal cause - and without blame or negligence being involved on your part. § 478 of the German Civil Code (BGB) shall apply in particular. As a result, you shall assume all costs and expenses, including the costs of any precautionary recall campaign or legal pursuit.

8 Industrial Property Rights

- 8.1 You guarantee that all deliveries are free of third party industrial property rights and, in particular, that the patents, licenses or any other third party industrial property rights are not being infringed as a result of the delivery and use of the delivered goods.
- 8.2 You shall indemnify us and our customers against third party claims arising from any industrial property right infringements and shall also bear all costs which are incurred in the aforesaid connection.
- 8.3 We shall be entitled to obtain approval for using the relevant deliveries and performances from the rightful owner at your cost.

9 Reservation of Title, Tools and Production Equipment

- 9.1 If we provide you with components, we shall reserve our ownership thereof. Any processing or transformations effected by you shall be made on our behalf. If our reserved goods are processed, combined or intermingled with other goods not belonging to us, we shall acquire co-ownership in the new chattel in the ratio of the value of our goods (purchase price plus value-added tax) to the other processed goods at the time of processing, combination or intermingling.

- 9.2 We shall reserve the right to tools paid by us; you shall be obliged to use the aforesaid tools exclusively for the production of goods ordered by us. You shall, at your cost, also be obliged to insure the goods belonging to us against fire, water and burglary damages at the replacement value of the tools concerned. You shall simultaneously assign all compensation claims to us in connection with the aforesaid insurance; we hereby accept the assignment. You shall be obliged to carry out the necessary servicing and inspection work as well as all maintenance and repair work with regard to the tools at regular intervals and at your cost. You shall report any operational disruptions to us immediately; if you culpably refrain from doing this, compensation claims shall not be affected thereby.
- 9.3 You are obliged to maintain strict confidence on all and any illustrations, drawings, calculations and other documents and information received from us. They may only be disclosed to third parties with our express consent. The aforesaid secrecy obligation shall also continue to apply after the end of the present contract; it shall lapse if and insofar as the production knowledge included in the illustrations, drawings, calculations and other documents has become general knowledge.
- 9.4 If the security rights attributable to us in accordance with Section 9.1 exceed the purchase price of all our unpaid reserved goods by more than 20 percent, we shall be obliged to release the relevant security rights upon the request of the supplier with the selection being made at our choice.

10 Closing Provisions

- 10.1 If individual parts of these General Terms and Conditions of Purchase are invalid, the validity of the other provisions shall not be affected thereby.
- 10.2 You are not entitled to assign the order or major part of the order to third parties without our prior written consent.
- 10.3 Unless expressly agreed otherwise, the place of performance for all deliveries and performances is the destination address as specified by us.
- 10.4 If you become insolvent or if insolvency proceedings are petitioned on your estate, we shall be entitled to withdraw from the contract.
- 10.5 The legal venue for all disputes is Munich, Germany in all commercial matters.
- 10.6 The laws of the Federal Republic of Germany shall apply exclusively.