

## General terms of delivery

### 1. Area of application, scope

(1) These general terms of delivery apply to deliveries, services and offers of OBERON GmbH Fiber Technologies (hereafter referred to as "OBERON") to companies, legal persons under public law or special funds under public law within the meaning of Section 310 of the German Civil Code (BGB).

(2) Deviating terms of purchase of the customer shall not become subject of this contract, neither by acceptance of the order nor by absence of an objection, unreserved delivery of goods or any implied declarations.

### 2. Form of declarations

(1) In order to be valid, all notifications and declarations provided for in these terms of delivery, in particular any agreements that deviate from these terms of delivery, must be submitted to the addressee at least in writing, provided that a more stringent form is not required under these terms of delivery or stipulated by law.

(2) The stipulated deadlines for making a declaration are adhered to only if the declaration reaches the addressee within the time stipulated.

### 3. Conclusion of contract

(1) All offers by OBERON are subject to change and are non-binding, unless they are explicitly designated as binding.

(2) The order is only accepted through a notification by OBERON explicitly designated as order confirmation. The issuing of an order confirmation shall remedy a form of order that is not in accordance with article 2. The contractual relationship between OBERON and the customer is governed solely by the content of the above-mentioned order confirmation, these terms of delivery and any further agreements made at least in written form. These shall replace any oral agreements made prior to the conclusion of the contract.

(3) Unless otherwise agreed, OBERON shall remain the owner of all of their offers made, cost estimates, illustrations and other materials, as well as models, tools and other aids. The delivery shall not entitle a right of usage or exploitation to any existing intellectual property rights - in particular patent rights, copyrights, trademark or design rights - for the items. Upon request and at the discretion of OBERON, the items shall be returned in full and/or destroyed.

### 4. Prices, payment, security provisions

(1) Unless otherwise expressly agreed, all prices are in EURO plus packaging cost and statutory value added tax.

(2) Unless otherwise agreed, invoiced amounts are due without deduction within thirty days of invoice date. The timeliness of the payment shall be determined by the receipt of payment by OBERON.

(3) The customer shall only be entitled to offset claims insofar as the respective counterclaims have been established to be undisputed or legally binding. The right of retention may only be exercised if the counterclaim is based on the same contractual relationship.

(4) OBERON is entitled to execute or perform outstanding deliveries or services only against advance payment or security provision, if it becomes aware, after conclusion of the contract, of circumstances that appear to impair the creditworthiness of the customer with regard to the circumstances underlying the

conclusion of the contract, and through which the payment of outstanding debts of OBERON against the customer appears to be at risk. Insignificant losses and risks shall be deemed irrelevant.

### 5. Consequences of late payments

(1) In the event of late payment, OBERON shall receive compensation in the order of at least an interest rate of 8% above the respective prime rate as defined under Section 247 BGB beginning with the due date of the late payment, as well as compensation for reasonable administration costs and the costs of legal prosecution.

(2) As long as invoices remain unpaid, OBERON is furthermore entitled, after expiration of the payment deadline and of a grace period set for payment in full, to withdraw from - at its own discretion - the entire contract or parts thereof. After withdrawal, OBERON is entitled to claim, in addition to its refund and interest claims, a lump-sum compensation for lost profits amounting to 10% of the net contractual remuneration, provided that OBERON has not established that damages incurred were higher or the customer has established that damages incurred were lower. Reported incidental costs (in particular transport costs) shall be incorporated into calculations insofar as they are incurred at the point of withdrawal from the contract. The customer shall cover costs of a possible return shipment of the goods concerned to OBERON.

(3) Further legal rights and claims of OBERON shall remain unaffected.

### 6. Delivery

(1) Unless otherwise agreed, all deliveries shall take place "ex works" ("EXW"/Incoterms 2010). With the transfer of risk within the meaning of agreed Incoterms, price and performance risk shall be transferred to the customer.

(2) For the storage of goods by OBERON after transfer of risk, OBERON is entitled to charge a flat rate compensation amounting to 0.25% of the net goods value per week or part thereof, unless the customer proves damages to a lower amount. This shall not result in a contract concerning the storage of the goods.

(3) Unless otherwise agreed, delivery dates provided shall be non-binding. OBERON shall inform the customer in advance of delays in delivery.

### 7. Restrictions on use regarding medical devices

(1) Due to regionally-specific admissions requirements or restrictions on use for medical devices, the following provisions shall apply: Should the product descriptions of medical devices contain regionally-specific restrictions on use or information indicating that the goods are subject to regionally-specific admissions, the direct or indirect transfer or use of the goods by the customer outside of the admission area requires the express prior consent of OBERON. No claim to consent shall exist.

(2) The purchaser is liable for any direct or indirect damages to OBERON resulting from goods being transferred to or used in, in violation of section (1), a region where they are not admitted.

### 8. Contractual conformity of goods

(1) Information contained in brochures and other product descriptions detailing the quality of supplied samples and suitability for an intended use shall only be binding if expressly agreed.

(2) Customary divergences shall remain reserved, insofar as they do not significantly impede the use of the goods according to the purpose provided for in the contract, or in the absence of such a purpose, according to customary purpose. Non-customary divergences from contractual agreements on quality shall remain reserved insofar as these are additionally required in compliance with public law obligations – in particular admission requirements.

(3) The customer may only invoke product qualities that are contrary to the contract, including material defects and defects of title, if the goods are examined immediately upon delivery by OBERON, provided that this is feasible within the orderly course of business, and insofar as any deviations or defects are communicated to OBERON without delay, at the latest, however, within two weeks of a feasible execution of the examination. With regard to delivery "ex works", the goods shall be deemed to be delivered no later than the expiration of a reasonable period of time after and insofar as OBERON factually informs the customer that the goods are ready for transport by freight carrier. With regard to the examination of non-apparent defects, such defects must be declared immediately upon their detection, at the latest, however, within two weeks of detection and in any event within the warranty period.

(4) The customer may only invoke defects if these already existed at the time of the transfer of risk.

(5) The warranty period for all defects is one year from the time of transfer of risk, unless otherwise agreed upon or the relevant applicable law stipulates a different mandatory minimum period. Agreements regarding guarantee periods shall not affect the warranty period.

(6) OBERON shall remedy material defects that are in conflict with the contract through supplementary performance by choosing - according to its own equitable discretion – between rectification and replacement delivery. OBERON shall remedy violations of intellectual property rights of third parties that are contrary to contract by altering or exchanging the goods supplied, at its own discretion and in keeping with its contractual obligations, in such a way that the third-party rights are no longer violated, or in such a way that the customer receives the possibility to acquire the rights of usage or exploitation.

(7) The customer shall only be entitled to further rights stemming from qualities of goods that are contrary to contract insofar as it does not assert these rights until OBERON has been provided with a reasonable grace period for fulfillment of contractual obligations and this period has elapsed fruitlessly.

## 9. Liability of OBERON

(1) Irrespective of culpability, OBERON shall be liable only in cases expressly provided for under legal and contractual terms. Insofar as culpability is established, OBERON shall only be liable for damages resulting from an at least grossly negligent breach of duties on the part of OBERON or its legal representatives or vicarious agents. For damages arising from injury to life, body or health, OBERON shall be liable beyond this as well, insofar as these damages are based on a least negligent breach of duty on the part of OBERON or its legal representatives or vicarious agents.

(2) OBERON shall be liable only up to a reasonably expected amount for foreseeable and contractually typical damages at the time of conclusion of contract. Damages occurring as a result of defects in the goods at other legal objects and assets must be typically expected as a result of the intended use **of the goods**.

(3) The foregoing exclusions and limitations of indemnification obligations shall apply to an equal extent in favor of the legal bodies, legal representatives, employees and other vicarious agents of OBERON in their relationship to the

harmed party.

(4) OBERON shall fulfill its liability obligations through choice of restitution or compensation payments, according to its equitable discretion.

(5) Insofar as they restrict statutory liability obligations, above exclusions and limitations shall not apply to liability obligations resulting from violations of material contractual obligations ("cardinal obligations"). Obligations deemed to be material are those which must be fulfilled in order for the proper performance of the contract to be possible, and which the customer may expect to be fulfilled on a regular basis. These are in particular the obligation to timely faultless delivery, as well as the obligations of consulting, protection and care, which are meant to allow the customer the contractual use of the delivered item or serve the protection of the life or health of the customer, its staff or third parties, or which serve to protect the property of the customer from significant damage; liability obligations in accordance with the law on liability for defective products.

## 10. Retention of ownership

(1) OBERON shall retain ownership of delivered goods and the items named under article 3 section (3), as well as the ownership of the rights labeled therein, until the point in time when all claims resulting from OBERON'S business relationship with the customer are met.

(2) Until the assertion of retention of ownership by OBERON, the customer is entitled to mix, process and resell, in the course of ordinary business transactions, the goods subject to retention of ownership ("retained goods"). Any other disposal of or mortgage on the retained goods shall not be permitted.

(3) In the event of resale of the retained goods - whether in unprocessed or processed form – the customer shall assign now already to OBERON, for the purpose of securing OBERON'S claims in accordance with section (1), its claims to the agreed consideration up to the amount of the secured claims by OBERON. If the customer makes use of its claims from resale in an existing current account relation with its customers, the current account receivable shall thereby be assigned in full. After balancing has been carried out it shall be replaced by the recognized balance, which shall be deemed to be assigned up to the value of the amount which constituted the original current account receivable.

The assignment shall also apply to all claims which take the place of the goods or which otherwise arise in relation to the retained goods, in particular insurance and damage claims.

Provided that OBERON does not issue any other instructions, the customer may, however, collect the claims assigned to OBERON in its own name and at its own expense but on OBERON'S behalf.

(4) In the event that the customer processes the retained goods, OBERON shall be recognized as "manufacturer" within the meaning of Section 950 BGB. OBERON immediately acquires ownership of the newly created item.

If the value of the newly created item is higher than the value of the retained goods, OBERON shall acquire joint ownership (fractional ownership) to the newly created item in proportion of the value of the retained goods to the newly created item. Insofar as the processing takes place with materials of other owners, OBERON shall acquire joint ownership of the newly created item in proportion of the value of the retained goods to the value of the materials of other owners. In the event that the customer inseparably mixes the retained goods with other items, OBERON shall acquire joint ownership of the mixed items in proportion of the value of the retained goods to the value of the other mixed items. In the cases outlined in this subsection, the assignment according to section (3) line 1 shall only apply to that share of the claim which corresponds to the resale.

In the event that no acquisition of ownership under section (4) takes place by OBERON, the customer shall transfer now already to OBERON, which shall accept the transfer, by way of security its future ownership or joint ownership as well as any possible expectancy rights to this - to the respective extent outlined in section (4) - of the newly created or mixed items.

(5) In the event that third parties attempt to take possession - in particular by seizure - of the retained goods, the customer must immediately refer to the ownership of OBERON and notify OBERON of this. The customer is liable - if necessary jointly and severally in addition to the third party - for any costs incurred by OBERON in this context. If so requested, the customer shall indemnify OBERON in advance against such claims.

(6) At the request of the customer and at its own equitable discretion, OBERON shall release the respective retained goods or the items or claims that take their place, provided that their value does not exceed the secured claims by more than 20%.

#### 11. Place of jurisdiction, applicable law

(1) The legal relations between OBERON and the customer are governed by the laws of the Federal Republic of Germany.

(2) Place of performance for all obligations arising from the contractual relationship shall be - irrespective of any deviating deployment obligations, such as Incoterms - the business address of OBERON as registered at the time of the respective service performed.

(3) For any dispute arising from or in connection with the contractual relationship, the courts of law responsible for the registered business address of OBERON at the time of the filing of the complaint shall have exclusive jurisdiction. However, OBERON GmbH is entitled to seek recourse in any other court of law with jurisdiction for the dispute in question under the laws of the Federal Republic of Germany or the country where the customer is based. Mandatory statutory provisions on exclusive jurisdiction remain unaffected by this provision.

#### 12. Final provisions

(1) If any provisions of these delivery terms of delivery or the contractual relationship between the customer and OBERON are or become invalid, this shall not affect the effectiveness of the remaining provisions of these terms of delivery and the contractual relationship. In place of the invalid provisions, such provisions shall be agreed upon as come closest to the economic intent of the invalid provisions in a legally effective manner. In place of any ineffective or unreasonable deadlines, the respective next reasonable deadline shall apply.

(2) Changes and additions to these terms of delivery or the contractual relationship require in any event at least written form to be effective, provided that these terms of delivery or the law do not require more stringent form. The same applies to this requirement of written form.

#### Notice on data processing:

The customer consents to OBERON'S storage of data from the contractual relationship for purposes of data processing and the transfer of this data to third parties, insofar as this is necessary for the fulfillment of the contract, (e.g. insurance purposes).

#### INFO:

Any translation of these General Terms of Delivery or a contract into any other language than German is a courtesy translation for the customer. The German versions of the General Terms of Delivery and the respective contract are exclusively binding and serve as the basis for the interpretation of the contract.

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