

**General terms of sale**  
**of**  
**SC - Sanguis Counting Kontrollblutherstellungs- und Vertriebs GmbH**  
**(Control Blood Production and Distribution Ltd)**

**I. Applicability**

1. These terms of sale apply to SC - Sanguis Counting Kontrollblutherstellungs- und Vertriebs GmbH. The conditions below apply only to companies, legal entities governed by public law, and special trusts set up under public law.

**II. Application**

1. Unless stated otherwise in a written contractual agreement, our deliveries and services are provided exclusively on the basis of these terms, excluding the validity of the buyer's terms of business unless these were expressly acknowledged.
2. In the case of an ongoing business relationship, these conditions apply to future orders, even without this having been explicitly stated, provided they were received by the ordering party for an order previously confirmed by us.
3. All offers are non-binding unless they are explicitly indicated as being binding.
4. Orders are binding only after we have confirmed the order.
5. Verbal explanations by our employees, subcontractors, or other representatives become part of the contract only after they have been confirmed in writing.
6. If individual provisions are, or become, inoperable, then the effectiveness of the remaining conditions is unaffected by this fact.

**III. Prices**

1. The prices are quoted ex works, excluding packaging and freight costs and VAT at the appropriate statutory rate at the date of delivery in EURO.
2. If there is any significant change in important cost elements, e.g. raw material costs, environmental levies or energy costs once 4 months have passed since the placing of the order or order confirmation, we are entitled to an appropriate adjustment of the agreed prices (in accordance with § 315 BGB *Bürgerliches Gesetzbuch* - Civil Code).
3. Previous price agreements do not apply to follow-up orders.
4. Price lists supplied by us and any other general price information are non-binding.

**IV. Terms of payment**

1. The payment receipt date is deemed to be the date in which the money clears into our bank account.
2. Our invoices are due for payment within 10 days with deduction of 2% discount and within 30 days net, without charges and deductions, unless other payment terms are specified in the order confirmation.
3. We reserve the right to refuse cheques, whereby cheques are accepted only in payment of a debt, and any costs associated with them are to be paid by the ordering party.
4. Offsetting rights and rights of retention on the part of the ordering party exist only if the ordering party's claims are undisputed or legally established.
5. If the agreed payment deadline is exceeded, then interest at the rate of the legal interest rate of 8% over the current ECB base rate will be charged, unless we can demonstrate higher damages or the ordering party can demonstrate lower damages.
6. If there is persistent failure to fulfil the payment terms, or if we become aware of circumstances which justify reasonable doubt as to the ordering party's creditworthiness, this will result in an immediate demand for settlement of our claims. Moreover, in this case, we are entitled to make outstanding deliveries dependent on the making of pre-payments or the provision of appropriate guarantees. Alternatively, after expiry of a reasonable period, we are entitled to withdraw from the contract.

**V. Delivery time**

1. Our adherence to binding agreed delivery times presupposes - regardless of correct and prompt receipts of our own supplies - that all relevant commercial and technical questions relating to the execution of the order have been resolved between the contracting parties, and especially that the ordering party has fulfilled in good time all the (collaborative) obligations incumbent on him such as, e.g. the production of the necessary official certificates and permissions, design approvals, making available of an installation site suitable for the purposes of the contract, provision of material, personnel or other resources, or the making of payment.
2. If there is a contractual change after we have sent out our order confirmation, only the date of delivery specified in the new order confirmation will apply.

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3. Delivery deadlines are deemed to have been fulfilled once despatch readiness has been notified in the case where the despatch is delayed or prevented due to a fault which is not ours.
4. If an agreed delivery deadline is missed due to our own fault, either intentionally or through gross negligence, and if the ordering party suffers loss due to this fact, then the ordering party is entitled, to the exclusion of all further claims, after the end of a reasonable grace period, to demand flat-rate compensation of 0.5 % per week, limited however to 5 % of the value of the portion of the total delivery which cannot be used in time or in accordance with the contract.
5. The ordering party cannot withdraw from the contract if he himself delays acceptance.
6. Failure to observe the delivery time by reason of *force majeure*, industrial disputes or suchlike events lying outside our control will entail a proportionate extension period. Independently of this, we are entitled in this case to withdraw in whole or in part from the portion of the contract not yet fulfilled, even when the aforementioned circumstances arise during the period of the delay or with a sub-supplier.
7. Any agreed delivery deadline is extended by the duration of the ordering party's delay with his existing contractual obligations towards us.

**VI. Despatch, freight and packaging**

1. If the goods are despatched at the ordering party's request, the risk is transferred to the ordering party at the latest at the point of departure from the factory or the warehouse, even when despatching does not originate from the place of fulfilment.
2. If despatch of despatch-ready goods is delayed for reasons not attributable to us, the risk is transferred to the ordering party at the point of sending the despatch-ready notification in written form or by fax to the former.
3. If the ordering party does not accept the delivery without delay after the goods are made available/the despatch-ready advice is received, or if despatch is postponed at the ordering party's request, then we are entitled to charge warehousing costs to the ordering party.
4. Despatch conditions which vary from paragraph 1 in our order confirmation always refer, in case of doubt, to Incoterms 2010.
5. The ordering party must not distribute products in any packaging other than the original packaging. Repacking, splitting or re-combining is to be undertaken only by the supplier.

**VII. Retention of title**

1. Deliveries remain our property until payment is made in full. In the case of open invoices, the retained title to the deliveries (retained goods) acts as a security for the balance of our account.
2. Processing or conversion by the ordering party is deemed to have been carried out on our behalf under exclusion of acquisition of ownership in accordance with § 950 BGB; in this respect, we acquire participating shared ownership. The ordering party is obliged to keep the retained goods in a safe and secure place.
3. In the same way, we reserve ownership rights and copyright on diagrams, drawings, weight and measurement data, descriptions of performance and of other characteristics as well as on cost estimates and documents which concern our products and other services. The documents mentioned in the foregoing sentence may not be given or made available to third parties without our individual, written consent.
4. The ordering party is permitted to resell the retained goods in the course of his normal business activity upon the condition that he also agrees corresponding retention of title with his customers. The ordering party is not entitled to effect other types of disposal of the retained goods, especially hypothecation and transfer of ownership agreements.
5. In the case of resale, until the entire contract has been fulfilled, the ordering party assigns to us all claims as well as debts against his customers arising from the resale, along with all ancillary rights.
6. An application to open insolvency proceedings against the assets of the ordering party entitles us to withdraw from the contract and to demand the immediate return of the articles delivered.

**VIII. Liability for material defects**

1. Information about the characteristics of goods, and notes on technical standards in catalogues, brochures, advertisements, diagrams and price lists, or references to performance parameters, are intended only as descriptions of these goods, and are to be considered as approximate average values. They represent a guarantee of quality in the sense of §§ 443, 444 BGB only where this has been agreed in individual cases and in writing.
2. In the case of consultancy advice given to the ordering party outside contractual obligations, we accept liability in regard to the functionality and the suitability of the delivered goods only where there is written confirmation. Likewise, information about our products is based exclusively on our prior experience.
3. Any claims for material defects lapse twelve months after the transfer of the risk, unless any longer deadlines are compulsorily prescribed in accordance with §§ 438 I no. 2, 479 I and 634 a I no. 2 BGB.

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4. Defects due to circumstances which existed prior to the transfer of risk, and which were notified immediately and in writing, will be according to our choice either corrected or replaced without defects, cost-free within the scope of our obligation of subsequent performance.
5. The ordering party is entitled to reduce the purchase price or to withdraw from the contract if we fail to comply with our obligation of subsequent performance within a reasonable timescale, or ultimately fail to do this. Further claims, especially expenses or damage claims due to defects or damages consequent upon defects, arise only in accordance with the regulations in VIII.
6. Improper reworking by the ordering party or by third parties acting under his instructions, normal wear and tear or an improper installation site invalidate defect claims. The same applies if the ordering party changes the packaging units delivered, especially where he opens them and/or resells them in other quantities.
7. Any defects which are caused by defective supplied parts are excluded from liability, unless we have taken on a guarantee relating to these, or the defect was already evident when the supplied parts arrived on our premises.
8. Rights of recourse in accordance with §§ 478, 479 BGB exist only where there is a substantiated claim by the consumer, and to the statutory extent. They do not, however, apply to goodwill regulations and presuppose that the party entitled to recourse has fulfilled his own obligations, especially the obligation to give notice of defects.

**IX. Liability**

1. In all cases in which, notwithstanding the aforementioned conditions, we are liable for damage or expenses compensation due to contractually or legally based claims, we accept liability insofar as we, our managing employees, or our subcontractors are responsible for deliberate or gross negligence or injury to life, limb or health. In the case of straightforward negligence, we are not responsible for consequential losses, damages from defects, or loss of earnings.
2. Both liability without fault in accordance with Product Liability Law and culpable breach of material contractual obligations remain unaffected by the above. This means that liability, except in the cases on p. 1, is limited to foreseeable damages characteristic of this manner of contract. The exclusion or limitation of our liability implied by this provision applies in equal measure to the individual liability of our employees and freelancers. The preceding regulations do not imply a change in the burden of proof to the customer's disadvantage.

**X. Obligations resulting from the Law on Medical Products**

1. In the case of resale, the ordering party is obliged, in order to ensure traceability in case of either a corrective action in the market or any possible product recall, to maintain, in accordance with the provisions of the Law on Medical Products, records of the persons to whom the products delivered were resold, and to carry out corrective measures at the instigation of SC - Sanguis Counting Kontrollblutherstellungs- und Vertriebs GmbH in a punctual and auditable manner. The ordering party must also provide, without delay, relevant information about the consignees of the goods.
2. In the case of resale, the ordering party is further obliged to require its customers to comply with the obligation set out under point 1 above, in order to enable traceability.
3. The ordering party will do his utmost to ensure that all sales-orientated employees and subcontractors as defined by §31 of the Law on Medical Products have been trained, and make only those statements about the products which conform with those which were published by the supplier in the catalogue, on the product label, or in any usage instructions.
4. The ordering party is obliged to inform the supplier without delay, and in writing, of all complaints or claims.

**XI. Place of fulfilment, Law, Jurisdiction**

1. The place of fulfilment for deliveries and payments is, unless specifically otherwise agreed, D-51585 Nümbrecht.
2. German law applies exclusively. The use of the United Nations Convention of 11<sup>th</sup> April 1980 on contracts for the international sale of goods (UN – Purchasing Rights) is excluded.
3. The place of jurisdiction is, at our choice, Waldbröl or the ordering party's head office.

**XII. Safeguarding Clause**

1. In the case where an individual provision becomes inoperable, the remaining provisions remain fully operable. In place of inoperable provisions, in all cases a regulation applies which, with due regard to what is legally permitted, comes closest to what is commercially required.

**XIII. Data Protection**

1. We draw attention to the fact that our IT-enabled inventory control system stores customer data in electronic format and that we use this data for the purposes of commercial relationships and contract execution.

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