

**General Terms and Conditions of pfm medical expert gmbh, Cologne
(pfm medical expert)**

Section 1 Scope of application

1.1 These General Terms and Conditions apply for all contracts regarding our services as well as obligations assumed through commencing contractual negotiations, the initiation of a contract or similar business contacts with companies pursuant to Section 310 (1) of the German Civil Code [Bürgerliches Gesetzbuch] ("client"). These conditions shall also apply for future contracts and business contacts in the version that we have referred the client to in their wording at the latest when contractual obligation is assumed.

1.2 Only these General Terms and Conditions shall apply. Deviating, supplementary or contradictory conditions of the client shall only be binding if and insofar as we explicitly approve their application in writing. Deviating agreements shall only apply to a single contract and not apply to future agreements unless otherwise explicitly agreed in writing. We hereby explicitly reject any conflicting confirmation of the client with reference to his or her General Terms and Conditions.

1.3 The contractual content shall be based on the written agreements. No additional agreements have been concluded. Contractual amendments or supplementations shall be effective only if we confirm them in writing.

1.4 In the case of long-term contractual obligations, we shall, in each case, notify the client in writing regarding any amendments to these General Terms and Conditions, accordingly marking the amended provisions. These shall be deemed agreed if the client continues the long-term contractual obligation without objecting to them within a two-week deadline of receiving them.

Section 2 Conclusion of contract and amendments to the scope of services

2.1 If nothing to the contrary is agreed, our offers are non-binding for 30 days after submission of the offer.

2.2 The client is obliged to carefully check our offer for correctness and appropriateness. This applies in particular to project offers, where we have made assumptions designated as such, which we have used as the basis for our calculation and specification of services. If such assumptions are incorrect, the client shall notify us so that we can correct the offer.

2.3 pfm medical expert and the client shall each be entitled to make a request for amendments to the agreed scope of services in writing. After receipt, the respective other party shall study the feasibility of the requested amendment and notify the applicant regarding the result in writing. We shall be entitled to invoice the client for the expense we have incurred, insofar as the client's request requires an expensive and comprehensive examination. The contractual amendments required for an amendment of the scope of services shall be stipulated in an additional written agreement.

2.4 If we draw up a cost estimate on behalf of the client, the client must reimburse the costs according to the respective time required for this.

2.5 We shall be entitled to award sub-contracts.

2.6 Offers of the client shall be deemed accepted if we have confirmed them in writing, for instance through order confirmation, advance payment invoice, or if the service has been performed.

2.7 Partial performances and their respective invoices shall be authorised if they are not unreasonable for the client.

Section 3 Scope of orders and responsibility

3.1 Our services shall be provided in the specified scope stipulated in the respective offer pursuant to the respective applicable statutory regulations, insofar as nothing to the contrary is defined in these General Terms and Conditions.

3.2 Only the client shall bear responsibility for the correctness and completeness of the documents, information and verbal declarations provided by the client within the framework of placing orders. Upon request by pfm medical expert, the client must confirm the correctness and completeness in writing.

3.3 Our services always represent a current interpretation of circumstances and the underlying legal conditions at the time when the offer was prepared. We are not obligated to notify the client if there are subsequent changes to circumstances or the underlying legal conditions. The client itself must monitor changes to circumstances and the underlying legal conditions and ensure their compliance. Our liability is insofar ruled out.

3.4 If amendments and/or extensions of the stipulated scope of services arise during implementation of the contract, the agreed payment shall be adjusted accordingly through mutual agreement.

Section 4 Obligations of pfm medical expert

We shall provide the contractual services impartially, neutrally and to the best of our knowledge and belief. Insofar as this is subject of the contractual services, we shall comply with generally accepted engineering standards at the time of the conclusion of the contract.

Section 5 Cooperation obligations of the client, pfm medical expert's right of refusal

5.1 Before the execution of the order, the client must provide us - free of charge and in good time - with all information, materials, equipment, documents, processes, etc. necessary for the execution of the order, if necessary at his or her own costs. Where required, the client must also provide functioning workplaces for our employees or for third parties whom we have commissioned, free of charge. Furthermore, the client shall cooperate in the required way during execution of the order.

5.2 If the client does not fulfil the above-mentioned obligations or fails to fulfil them in good time, and this leads to delays and/or additional effort and expense, the agreed time schedule shall be accordingly prolonged and this can also result in the payment for the order being accordingly increased.

5.3 Insofar as we are obligated to provide advance performance, we shall be entitled to refuse the service if, after conclusion of the contract, it is evident that our claims are jeopardised by the poor capability of the client.

5.4 In connection with the agreed performance, the client shall only involve and commission other contractors in mutual agreement with pfm medical expert.

Section 6 Liability

6.1 We shall be liable for damage caused to the client by ourselves or our vicarious agents through intent or gross negligence. This liability shall include all types of damage caused by a defect of the work.

6.2 Insofar as we can prove that the damage was only caused through simple negligence by us or our vicarious agents, our liability shall be restricted to damage typical for the contract according to the type of work. This restriction shall not apply to claims for compensation for damage to life and limb or health; in this respect, we shall instead be liable for damage caused by ourselves or our vicarious agents through intent or negligence.

6.3 The above liability restriction shall not apply to claims based on product liability.

Section 7 Warranty

7.1 Within the framework of consulting contracts, we shall perform our services with due diligence. There is no warranty for defects in this respect. The same applies to individual orders concerning this matter.

7.2 In the case of contracts and individual contracts, which include work performed, our liability is based on points 7.3 – 7.5.

7.3 Claims of the client based on defects shall be ruled out in the case of negligible material defects. A negligible defect in particular exists if the reduction of value or the suitability for usual use is only negligible.

7.4 In the case of defectiveness of the work performed, we may first improve according to our choice or produce a new work (supplementary performance). We shall have the right to repeat a failed supplementary performance. We may refuse the supplementary performance if it involves disproportionate costs.

7.5 If the supplementary performance has failed, is refused, is unreasonable, or if the client has unsuccessfully set a deadline for supplementary performance, or if it is unnecessary to set a deadline, the client shall be entitled to request a reduction or withdraw from the contract insofar as this involves an individual contract. The right to request compensation for damage or replacement for unsuccessful efforts shall be restricted in accordance with point 7.

Section 8 Period of limitation

8.1 Warranty and liability claims of the client shall become time-barred after a year. The warranty and liability periods shall, in each case, begin when the service or partial service is provided by pfm medical expert. A service or partial service shall be deemed as having been provided upon every dispatch, respectively delivery of a working result, a work, an object or a result, of intermediate results or test results, to the client.

8.2 In the case of damage to life and limb or such damage caused by gross negligence or intent, the statutory periods of limitation shall apply.

Section 9 Rights of set-off and retention, assignment

9.1 The client shall only be entitled to set-off with undisputed or legally established claims. The client shall only be entitled to exercise rights of retention with undisputed or legally established claims from the same legal relationship.

9.2 The assignment of claims directed against us is ruled out. This shall not apply within the scope of application of Section 354a of the German Commercial Code [Handelsgesetzbuch].

Section 10 Delay in performance, prevention of performance, default in acceptance

10.1 Any and all deadlines and periods for us to provide services shall only be binding if we designate them as binding.

10.2 We shall not be responsible for delays in service due to force majeure and on account of events that not only make rendering service temporarily much more difficult or impossible for us – which includes, in particular, strike, lockout, official directives, etc. even where they occur with regard to our suppliers – even if periods and dates have been agreed on a binding basis. These entitle us to postpone the service for the duration of the circumstances preventing its fulfilment in addition to an appropriate starting time, or to completely or partly withdraw from the contract because of the part not yet fulfilled, if the obstacle to the performance continues for an unknown period of time and the purpose of the contract is jeopardised. If the prevention lasts for longer than two (2) months, the client shall be entitled to withdraw from the contract with regard to the part not yet fulfilled if it is not entitled to withdraw from the contract as a whole.

10.3 The service period shall also be extended as long as the parties negotiate about a change in the service or we present a supplementary offer after assumptions in our offer, which have become part of the offer, prove to be incorrect.

10.4 Insofar as we are responsible for not complying with a bindingly agreed deadline and we are behind schedule, the client shall only have the right to compensation for delay in the case of slight negligence. Liability shall be restricted to foreseeable damage typical for the contract. Any transcending claims shall be ruled out, unless the delay was caused by at least gross negligence of pfm medical expert.

10.5 If the client defaults on acceptance, we shall be entitled to request compensation for damage; once the default on acceptance occurs, the risk of an accidental deterioration or failure of the service shall be transferred to the client. Within the framework of compensation for damage due to a delay by the client, we may request 10% of the agreed price, and within the framework of the claim for compensation for damage for non-fulfilment, we may request 30% of the agreed price, in each case without value-added tax, as compensation without proof, unless it can be proved that only far less damage was incurred. We reserve the right to assert compensation for actually higher damage.

Section 11 Remuneration and payment conditions

11.1 Services shall be calculated on the basis of the fixed price or time and material cited in the offer, unless a different calculation is agreed in the contract.

11.2 In the case of service on the basis of time and material, the incurred working and travelling times shall be invoiced at the respective valid hourly rates and the materials at the respective valid prices at the time of service.

11.3 Other expenses, in particular travelling costs as well as board and lodging costs, shall be charged in addition. The prices cited in the offer based on time and material are non-binding guiding prices.

11.4 Insofar as there are more than twelve months between conclusion of the contract and the actual provision of the services, our cost rates valid at the time of the provision of service shall apply. If

the last cited prices exceed the originally agreed prices by more than 10%, the client shall be entitled to withdraw from the contract. The service provided up until this point in time shall be remunerated at the originally agreed prices.

11.5 We shall be entitled, if applicable, to partial invoicing for partial services or to only provide certain services in return for advance payments.

11.6 The prices cited in the contract are net price. Value-added tax in accordance with the respective applicable value-added tax rate and ancillary costs shall be separately stipulated and calculated.

11.7 Insofar as not otherwise agreed, our invoices are payable 30 days after invoicing without deduction.

11.8 We shall be entitled, in spite of contrary provisions of the client, to set off payments against its older debts, and we shall notify the client regarding the type of calculation made. Where costs and interest have already been incurred, we shall be entitled to set off the payment first against costs, then against interest and finally against the principle obligation. Payment shall not be deemed effected until we are able to dispose of the amount.

11.9 If the client is in default with payments, we shall be entitled to request interest of 9 percentage points above the basic interest rate from the point in time when default occurs; we shall be entitled to prove greater damage.

Section 12 Confidentiality

12.1 We reserve the right to property rights and copyrights with regard to all documents provided to the client within the framework of the contract, in particular data carriers, documentations, illustrations, drawings and calculations; they may not be used other than for contractual purposes and they must be returned to us free of charge if the contract ends or if the contractually intended purpose has been fulfilled.

12.2 The client is obligated to maintain confidentiality regarding the information and data contained therein. This applies particularly to such information and data that are designated as "confidential". We shall be entitled at all times to demand the return of documents if confidentiality is not ensured. The obligation to maintain confidentiality shall not be affected by a termination of the contract, but shall continue to apply for a period of 5 years after the end of the contract.

Section 13 Work of pfm employees and vicarious agents at the client

13.1 If our employees or vicarious agents perform work at the client, the client must provide suitable premises and equipment at his or her own cost, insofar as we have not taken over this.

13.2 The client must secure, at its own cost, through suitable organisational and spatial measures that our employees or vicarious agents are not integrated into the client's company.

13.3 The client shall not have any right to issue instructions to our employees or vicarious agents. The client's right to issue instructions within the framework of service or work contracts may only be exercised vis-à-vis our legal representative or a person appointed to represent him or her.

Section 14 Data protection

14.1 We neither want nor intend to use personal data - in particular patient-related data - and this is also not necessary for providing the performances.

14.2 If personal data are processed, these are processed in compliance with statutory data protection requirements. If there is order processing, an order processing contract pursuant to Art. 28 EU GDPR must be concluded.

Section 15 Work results and utilisation rights

15.1 The transfer of property and utilisation rights to the scope of service agreed within the framework of the offer and all types of work results announced to the client shall require a written agreement between the parties. Insofar as utilisation possibilities are granted before complete payment, these shall be revocable at any time. Utilisation rights shall be transferred to the client only upon completion of the payment. In granting utilisation rights, we reserve a utilisation right to these working results free of charge, which is, however, not an exclusive utilisation right.

15.2 We shall bear no responsibility for whether the technical documents provided to us by the client or included in his or her contract violate copyrights, industrial property rights or other third party rights. The client shall be liable if third party rights are violated through executing its order and internally releases us from these claims of third parties.

Section 16 Surrendering of documents and objects, right of retention

We reserve the right to refuse to surrender the documents until our claims on the basis of the concluded contract are satisfied. We reserve the right to make duplicates or copies of documents that we return to the client.

Section 17 Termination and withdrawal from the contract, reimbursement of expenses

17.1 Insofar as the contract is a continuing obligation, this shall be concluded for the period of time stipulated in the contract. The contract may be terminated within a term of notice of 8 calendar weeks.

17.2 Each party shall reserve the right to terminate a contract without notice due to an important reason. Important reason for a party is deemed present in case the other contractual party has violated an important obligation in accordance with the contract and the violation has not been rectified within 15 calendar days after receipt of a written warning.

17.3 For us, important reason for terminating a continuing obligation is deemed present especially in case there are arrears with payment of more than 30 calendar days and the due payment is not made within 15 calendar days after receipt of a written reminder.

17.4 Every termination must be made in writing to be effective.

17.5 If our offer or order confirmation is based on information provided by the client and it becomes evident after conclusion of the contract that the order cannot be accordingly implemented, we shall be entitled to withdraw from the contract insofar and inasmuch as the client is not willing to accept the replacement solution we offer and to take over additional costs incurred, if applicable. If no replacement solution is possible, we shall automatically be entitled to withdraw from the contract.

17.6 In the case of a justified withdrawal from the contract by the client, the client shall be obligated to reimburse any expenses incurred until then. Even if no performance has been provided, up to 15% of the offer sum may be calculated as expense reimbursement, unless it is proven that less expense has been incurred.

Section 18 Place of fulfilment, choice of law and place of jurisdiction

18.1 The place of jurisdiction for contracts with business people shall be the headquarters of our company for both sides.

18.2 The transfer of rights and obligations from the contracts by the client to third parties shall first require our written approval.

18.3 These Terms and Conditions and the complete legal relations between the parties shall be subject to material German law. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be ruled out.

18.4 The sole court of jurisdiction shall be Cologne. Irrespective of this, pfm medical expert shall be entitled to take action against the client at his or her general court of jurisdiction.

18.5 The legal ineffectiveness of provisions of these terms and conditions or any other provision agreed between the parties shall not have any impact on the effectiveness of the other provisions of these General Delivery and Performance Conditions or other agreements. With regard to other provisions agreed between the parties, the parties shall be obligated to replace the legally ineffective provisions with legally effective provisions which come as close as possible to the purpose of the legally ineffective provisions.

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