

General Terms and Conditions of Business and Delivery of Relyon Plasma GmbH

I. General / Area of Application

1. For all deliveries, services, offers as well as information of RP electronic GmbH, hereinafter called "RP", the present General Terms and Conditions of Business and Delivery shall apply exclusively. These shall be integral part of all contracts RP concludes with its customers on the deliveries or services offered by RP.
2. If the "General Terms and Conditions of Business and Delivery" of RP are introduced in the business with the customer, they shall also apply to all further business relationships between the customer and RP, even if they are not again separately agreed and to the extent not otherwise agreed in writing.
3. To the extent RP refers to a letter of the customer, which includes the terms and conditions of business of the customer or a third party or refers to such, this shall not constitute any agreement to the validity of these terms and conditions of the customer or the third party.
4. The General Terms and Conditions of Business and Delivery shall only apply to entrepreneurs in the sense of Section 14 German Civil Code, legal persons under public law and a special fund under public law in the sense of Section 14 German Civil Code and Section 310 German Civil Code, resp.
5. To the extent the customer is provided with these General Terms and Conditions of Business and Delivery in the English language, it is herewith clarified that exclusively the General Terms and Conditions in the German language shall be decisive for the contractual relationship.

II. Information, Conclusion of Contract, Prices and Terms of Payment

1. The details provided by RP within the scope of information as well as in brochures, advertisements and similar shall be without obligation and subject to change.
2. Technical changes as well as changes in shape, color and weight shall remain reserved at reasonable discretion (Section 315 German Civil Code). Technical specifications, descriptions, images in brochures as well as advertisements by RP shall regularly represent a non-binding description of services. A specification of property of the goods shall only be given if the specification is expressly declared as "property of the goods".
3. All offers of RP shall be subject to change and without obligation. They shall be deemed requests for the customer to order. A contract shall only be deemed concluded, even in regular business, if RP confirms the customer's order in writing. If no written confirmation is issued, the contract shall in any case be deemed concluded by the delivery of the goods with the content of the invoice of RP.
4. The prices shall be ex-works prices of RP in Regensburg. All prices shall be plus the statutory value-added tax, packaging and transport costs. This shall, however, not apply if the customer is in arrears with the payment of an earlier invoice of RP.
5. The payment by the customer shall be made within 14 days from invoice date. The payment shall only be deemed made at the date of the receipt of the money at RP or the date of crediting to the account of RP.

6. The customer shall default on expiry of the 14th day from invoice date without necessitating any reminder by RP.

7. Offsetting with counter-claims of the customer with regard to RP or the retention of payments by the customer because of such claims shall only be permissible to the extent the counter-claims are undisputed or bindingly established in court.

III. Delivery Times

1. Delivery dates and delivery periods shall in principle be without obligation.

2. To the extent delivery dates are to be binding as an exception, these shall expressly and in writing be agreed between RP and the customer.

3. To the extent delivery periods are to be binding, these shall be agreed in writing between the parties. In this case, the period shall commence with receipt of the order confirmation of RP at the customer's, however, not before the provision of the documents, permits, releases to be obtained by the customer and not before any agreed advance payment on the order has been credited.

4. The delivery period shall be deemed met if the delivery item has been shipped or passed on to the carrier/forwarder by its expiry or the readiness for shipment has been advised by RP in case of obligation to collect.

IV. Terms of Shipping and Passing of Risk

1. If not otherwise agreed in writing, the goods shall be shipped uncovered at the customer's risk.

2. The risk of accidental loss, loss of or damage to the goods shall pass on to the customer on transfer of the goods to the customer or in case of shipment on transfer of the goods to the forwarder or carrier. The decisive time for this shall be the start of the loading process by the carrier, forwarder or other third parties destined to carry out the shipment. In case of an obligation to collect, the risk shall pass on upon occurrence of the acceptance delay or collection of the goods.

3. Transport and other packaging according to the packaging regulations will not be taken back. The customer shall be obliged to arrange for the disposal of the packaging at the customer's expense.

V. Warranty

1. The customer shall inspect the received goods thoroughly for condition, quantity and any defects and damages immediately upon receipt. Obvious defects shall be reported by the customer immediately, however, within 10 days from receipt of the goods at the latest. Hidden defects shall also be reprehended immediately, however, within 10 days from observance of the defect at the latest. RP shall be entitled to inspect the reported defect at the customer's premises by own employees and at its own expenses. 2. In the event of timely and properly filed and justified defects of quality complaints, RP shall only be liable for freedom of defects up to the expiry of 12 months, starting from delivery of the goods. To the extent an acceptance is required, the liability for freedom of defects shall start upon acceptance.

3. In case of defects of quality of the goods, RP shall be obliged to supplementary performance within its discretion, i.e. to rectify or re-deliver, within a reasonable period of time. If the supplementary performance fails, i.e. in case of impossibility, unreasonableness, refusal or unreasonable delay with regard to the supplementary performance, the customer may withdraw from the contract or reduce the purchase price reasonably.

4. Damages of the goods, which are already visible at delivery, must also be reprehended with the transport company, noted on the transport documents and the customer shall arrange for the documentation of the damage. If a corresponding reprehension is not made, the customer shall be liable to RP for any resulting losses.

5. A delivery of used goods agreed with the customer on a case to case basis shall be made subject to the exclusion of any warranty.

VI. Liability for Damages because of Fault

1. The liability of RP for damages, for whatever legal ground, in particular because of impossibility, delay, defective or wrong delivery, infringement of contract, infringement of obligations during contract negotiations and tort, shall be limited subject to this item VI No. 2 to the extent this depends on fault.

2. RP shall not be liable in the event of simple negligence to the extent this is an infringement of essential contractual obligations. Essential contractual obligations shall be obligations for the timely, defect-free delivery and installation as well as consultation, protection and custody obligations, which are to facilitate the contractual use of the delivery object for the customer or which are to protect the life and limb of the customer's or third parties' personnel or to protect the property of the customer against considerable damages.

3. To the extent RP is liable in the event of an infringement of essential contractual obligations, this liability shall be limited to damages which RP foresaw as possible consequence of an infringement of contract during conclusion of the contract or should have foreseen taking into consideration the circumstances known to it or which it should have known, applying due diligence. In this case, the liability to pay damages for property damage, bodily injury or financial loss shall be limited to an amount of EUR 2 millions per event of damage or loss.

4. RP shall also be liable for fraudulent intent, gross negligent or intentional behavior also of its legal representatives or vicarious agents as well as for guaranteed characteristics of state. RP shall also be liable for injury to life, body or health, also by its legal representatives or vicarious agents. Claims for damages according to the product liability law shall remain unaffected.

VII. Retention of Title

1. The delivered good shall remain the property of RP until full payment of all existing current and future claims of RP towards the customer from the business relationship existing between the two parties.

2. The customer shall be entitled to resell the goods during the regular course of business of its company. Pledging and assignments as security shall not be permitted. In the event of resale, the customer already now assigns to RP all and any claims against the purchaser of the goods in the amount of their gross invoice value to secure the respective claims of RP.

3. RP agrees to release securities due to it on request of the customer to the extent the value of the securities exceeds the claims to be secured by more than 20%.

4. In case of processing, combination and mixing or commixture of the goods subject to reservation of title with other goods not belonging to RP, RP shall acquire a co-ownership in the new object created in the relation of the gross invoice value of the goods subject to reservation of title to the other goods at the time of processing, combination, mixing or commixture.

5. In case of pledging or other interventions of third parties with regard to the delivered goods, the customer shall immediately inform RP in writing to facilitate RP the assertion of its property right. The customer shall immediately inform the third party about the property of RP.

VIII. Place of Performance, Place of Jurisdiction, Applicable Law

1. The place of jurisdiction for all and any contractual obligations shall be the registered seat of RP in Regensburg. The exclusive place of jurisdiction for all and any disputes shall be – to the extent permissible by law – the local or regional court having competence for Regensburg.

2. All and any legal relationships between the customer and RP shall be subject to the laws of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods as of 11 April 1980). If German law refers to a foreign jurisdiction, this reference shall not apply.

IX. Data Protection

With regard to the provisions of the Federal Data Protection Act, RP advises that RP collects data from the contractual relationship in accordance with Section 28 Federal Data Protection Act for the purpose of data processing.

X. Severability

Should any provision of the concluded contract in the area of application of the present General Terms and Conditions of Business and Delivery be invalid in whole or in part, the validity of the remaining provisions shall in no way be affected. The invalid or void provision shall be replaced by a legally valid provision the parties to the contract would have agreed with regard to the economic objectives of the contract and the purpose of the present General Terms and Conditions of Business and Delivery. The same shall apply correspondingly in case of a contractual gap.

Regensburg, Oktober 1, 2014