

GENERAL TERMS AND CONDITIONS OF MT.DERM GmbH

I. GENERAL (1) Our deliveries and services shall be carried out exclusively on the basis of the following terms and conditions, which shall become the content of the individual contracts. (2) Even if not explicitly rejected, none of the Buyer's deviating terms and conditions shall constitute part of the contract. (3) MT.DERM's written confirmation of an order or its provision of a delivery and service together with its unconditional acceptance by the Buyer shall suffice for the inclusion of these GTC in the respective contractual relationship. (4) General terms and conditions of business of the Buyer conflicting with or deviating from MT.DERM's terms and conditions shall only apply if MT.DERM expressly consents to them in writing.

II. ORDER PLACEMENT (1) MT.DERM's offers shall be binding for a period of 4 weeks unless otherwise stated. (2) A delivery contract shall only materialise upon our written order confirmation, which shall be decisive regarding the content and scope of the delivery, or if MT.DERM has sent the goods to the Buyer with an invoice.

III. PRICES (1) Prices are net ex works (i.e. excluding customs duties and charges) plus transport and packaging costs. (2) Prices are non-binding until the invoice is issued.

IV. PAYMENT (1) The purchase price shall be paid in advance, unless other payment terms have been agreed. (2) Any default interest shall be charged at the usual bank interest rate, but with at least eight percent p. a. above the respective base interest rate of the European Central Bank. (3) Payment instructions, cheques and bills of exchange shall only be accepted as payment after special agreement and taking into account all collection and discount charges. (4) In the event of export, all bank and letter of credit charges shall be borne by the Buyer. (5) Offsetting by the Buyer may only take place if its counterclaims are legally binding and indisputably acknowledged by MT.DERM. (6) If doubt arises concerning the Buyer's creditworthiness, all MT.DERM's outstanding claims shall immediately fall due and payable. In such cases, MT.DERM shall be entitled to withdraw from the contract immediately or to demand compensation from the Buyer for non-performance.

V. DELIVERY TIME (1) Delivery dates and delivery periods are not binding. (2) Delivery periods shall begin on the date of order confirmation, but not before the Buyer has fulfilled any advance payment obligations. (3) They shall end on the day when the goods leave the factory or readiness for despatch is communicated. (4) The delivery period shall be extended in the event of a force majeure event. (5) MT.DERM may withdraw from the contract concluded if production is stopped or the performance of the contract is rendered unreasonable in the event of force majeure. (6) The Buyer shall be informed of the start and end of such impediments as soon as possible. (7) In the event of a breach of contract on the Buyer's part, MT.DERM shall be released from its obligation to deliver. (8) MT.DERM shall be entitled to make partial deliveries.

VI. SHIPPING AND TRANSFER OF RISKS (1) Delivery shall be ex works at the Buyer's expense and risk (Incoterms 2010 EXW clause). (2) If the delay in shipping is attributable to the Buyer, the risk shall be deemed to have passed to the Buyer on the day when the shipment is ready for shipment. (3) MT.DERM shall have the right to store the goods at the Buyer's expense and risk, whereby the date of storage shall constitute the delivery date. (4) In the event of transport damage, the Buyer shall immediately cause a factual report to be drafted.

VII. DATA PROTECTION (1) MT.DERM is expressly entitled to process and store the Seller's data for its own purposes. (2) This consent may be revoked at any time for future processing. (3) Data cannot be deleted.

VIII. RETENTION OF TITLE (1) The delivered goods shall remain MT.DERM's property until all claims (including claims for damages) have been satisfied in full. (2) The goods may not be pledged or assigned as security before final payment without MT.DERM's consent. (3) The Buyer may resell the reserved goods in the normal course of business, but shall assign to MT.DERM all claims arising out of the resale of the reserved goods. (4) If the Buyer fails to fulfil its payment obligation to MT.DERM, MT.DERM may revoke the authorization granted and enforce the security interest. (5) If the Buyer combines goods subject to reservation of title with other goods, MT.DERM shall be entitled to joint ownership of the new goods, in proportion to the relationship between the accounting value of the goods subject to reservation of title and the accounting value of the other used goods. (6) Drawings, drafts, samples, manufacturer's instructions and other documents made available to the Buyer for the order's execution shall remain MT.DERM's property. (7) These drawings, drafts, samples, manufacturer's instructions and other documents may only be used, reproduced or made available to third parties for purposes other than those agreed in the contract with MT.DERM's express written consent. (8) The Buyer shall return drawings, drafts, samples, manufacturer's instructions and other documents at its own expense within fourteen working days after completion of the evaluation and after the order has been placed. (9) Otherwise the Buyer shall be invoiced for samples and product samples at the current price. A right of retention on the Buyer's part is excluded in this respect.

IX. WARRANTY (1) MT.DERM warrants that the contractual products are free from defects in material and workmanship for a period of two years from the date of transfer of risk. (2) The Buyer shall report patent defects in the delivered goods and incorrect deliveries to MT.DERM in writing within three days of the goods' receipt at the destination, and latent defects upon their discovery. (3) If the Buyer fails to give notice of defects in due time, the goods shall be deemed accepted by the Buyer and warranty claims shall be excluded in this case. The Buyer shall only send the goods complained about to our complaints department for inspection after prior approval by MT.DERM together with the inspection report in the original packaging. (4) If the complaint is justified, a replacement delivery or rectification of defects shall be carried out free of charge. (5) In the event of a replacement delivery, the Buyer shall return the defective goods. (6) The Buyer may exercise its statutory warranty rights if a repair or replacement delivery proves impossible or unacceptable. (7) The above provisions shall not apply to damage caused as a result of improper use, improper maintenance, incorrect use, assembly, repair or maintenance by the Buyer or third parties or through natural wear and tear.

X. QUANTITY DIFFERENCES (1) Complaints due to quantity differences shall be reported in writing immediately, at the latest within three working days of the goods' receipt at the destination. (2) If there was a delivery shortfall, a subsequent delivery shall be made or a credit note for the value of the missing quantity shall be issued.

XI. RESALE FOR EXPORT (1) If the goods are resold for export, the Buyer shall ensure that the new and any additional buyers receive all the user manuals and operating instructions pertaining to the purchased goods and the quality labels and trademarks assigned to it, as well as information about known characteristics of the goods. (2) The Buyer shall cause translations to be made if required. (3) The Seller shall be responsible for all legal and other deviations with respect to the conditions in the Federal Republic of Germany.

XII. LIABILITY (1) MT.DERM shall be liable for intentional acts and gross negligence as well as for breaches of a material contractual obligation. (2) Liability shall be limited to legal representation and executive vicarious agents. (3) Liability for acts of non-executive vicarious agents is excluded. (4) MT.DERM shall be liable in the event of an intentional breach of obligations which is decisive for the performance of the contract (breach of a material contractual obligation) and which is not foreseeable and typical for the contract. (5) MT.DERM shall not be liable for initial impossibility or for normal and slight negligence on the part of its organs and executive staff. (6) Claims for compensation shall lapse one year from the start of the statutory limitation period. (7) This does not apply to claims in tort.

XIII. FINAL PROVISIONS (1) Berlin shall be the place of performance for delivery and payment. (2) German law shall apply, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods. (3) Berlin shall be the exclusive place of jurisdiction. (4) Changes to the GTC shall be made in writing. (5) If individual provisions of these GTC are or become invalid, this shall not affect the validity of the remaining provisions. (6) In this event, the contracting parties shall cooperate in the creation of provisions through which a result that comes as close as possible to the ineffective provision shall become legally effective.