

General Terms and Conditions for Deliveries and Services

CeramOptec GmbH, Siemensstr. 44, D-53121 Bonn, Germany

1. General

- 1.1 Our General Terms and Conditions shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code) as well as to legal entities under public law and special funds under public law.
- 1.2 Our terms and conditions of business shall apply exclusively; we shall not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of business unless we have expressly agreed to their validity in writing. Our terms and conditions shall also apply if we carry out the delivery or service to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions.
- 1.3 All agreements made between us and the client for the purpose of executing this contract are set out in writing in this contract.
- 1.4 Our Terms and Conditions shall also apply to all future business with the Customer.

2. Scope

The following terms and conditions shall apply to the delivery of goods of any kind by CeramOptec GmbH to the Customer (hereinafter uniformly referred to as "Delivery") as well as to the provision of other services by CeramOptec GmbH to the Customer (hereinafter uniformly referred to as "Service").

3. Offer, conclusion of contract, offer documents

- 3.1 Our offers shall be non-binding unless the binding nature thereof has been expressly referred to in the offer.
- 3.2 If the Customer's order qualifies as an offer within the meaning of § 145 BGB, we may accept it within 4 weeks.
- 3.3 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to such written documents which are designated as "confidential". The customer must obtain our express written consent before passing them on to third parties.

4. Prices, terms of payment

- 4.1 Unless otherwise stated, we shall be bound by the prices contained in our offers marked as binding for four weeks from the date of the offer.
- 4.2 Our prices are "ex works" excluding packaging, which will be invoiced separately.
- 4.3 Statutory value-added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the date of invoicing.
- 4.4 Payments to us shall be made without deduction on the agreed due date, but at the latest within 30 days from the date of invoicing. In the case of payment to our account, the date on which the account is credited shall be decisive.
- 4.5 The deduction of a cash discount shall require a special written agreement.
- 4.6 If the Customer is in default of payment, we shall be entitled to charge default interest in the amount of eight percentage points above the base interest rate p.a.. The assertion of higher interest or further damages is not excluded.

5. Right to refuse performance, set-off, retention

- 5.1 We may refuse delivery or performance if, after conclusion of the contract with the Customer, it becomes apparent that our claim to payment of the price for our delivery or performance is jeopardized by the Customer's lack of ability to pay, in particular if there is a significant deterioration in the Customer's financial circumstances. Our right to refuse delivery or performance shall only cease to apply if the price for our delivery or performance is paid or security is provided for it. We reserve all further statutory rights, in particular the right to withdraw from the contract under the statutory conditions.
- 5.2 The Customer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, he shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

6. Delivery periods, delay in delivery, partial deliveries

- 6.1 Delivery or performance deadlines and dates shall only be binding if we have expressly designated them as binding in writing.
- 6.2 Compliance with our delivery and performance obligations shall be subject to the timely and proper fulfillment of the Customer's obligations and the clarification of all technical issues. The execution deadlines shall be extended appropriately if the customer is responsible for an impediment or if the customer has failed to perform an act of cooperation incumbent upon it or has not performed such act in a timely manner, unless we are responsible for the delay.
- 6.3 The period or deadline for delivery or performance shall be extended in the event of measures within the scope of industrial disputes, in particular strikes and lockouts, as well as in the event of the occurrence of unforeseen obstacles beyond our control, e.g. operational disruptions, delays in the delivery of essential materials, insofar as such obstacles demonstrably have a significant influence on the delivery or performance. This shall not apply if the hindrance or interruption is caused by an industrial dispute for which we are responsible through unlawful actions. The above provisions shall also apply if the circumstances occur at subcontractors. The delivery period or delivery date shall be extended in accordance with the duration of such measures and obstacles. We shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay. We shall inform the customer as soon as possible of the beginning and end of such obstacles.
- 6.4 If we are in default with the delivery or service, the Customer may only withdraw from the contract within the framework of the statutory provisions insofar as we are responsible for the delay in the delivery or service. In the case of insignificant breaches of duty, withdrawal from the contract shall be excluded. A change in the burden of proof to the disadvantage of the client is not associated with the above provisions.
- 6.5 At our request, the Customer shall be obliged to declare within a reasonable period of time whether it will withdraw from the contract due to the delay in delivery or performance or whether it will insist on the delivery or performance.
- 6.6 Partial deliveries and partial services shall be permissible within the delivery periods specified by us, provided that this does not result in any disadvantages for use.

7 Transfer of Risk, Transport Insurance, Acceptance

- 7.1 Unless otherwise stated, delivery is agreed "ex works".
- 7.2 If separately agreed with the Customer, we shall cover the delivery by transport insurance. The costs incurred in this respect shall be borne by the Customer.
- 7.3 If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out by the customer without delay on the acceptance date, alternatively after we have notified the customer that the goods are ready for acceptance. Acceptance may not be refused due to insignificant defects.
- 7.4 If the Customer is in default of acceptance or culpably violates other duties to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the delivery or service shall also pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay. Further claims remain reserved.

8. Warranty - material defects

- 8.1 Insofar as a defect in the delivery or service existed at the time of the transfer of risk, we shall be entitled, at our discretion, to remedy the defect or to deliver/produce a defect-free item (subsequent performance).
- 8.2 In the event of subsequent performance, we shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery item was taken to a place other than the place of performance.
- 8.3 If subsequent performance fails, the Customer may - without prejudice to any claims for damages under Section 10 of these Terms and Conditions - reduce the remuneration or, at its option, withdraw from the contract.
- 8.4 Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating resources or due to special influences not assumed under the contract, as well as in the case of non-reproducible software errors. If the customer or third parties carry out

improper modifications or repair work, there shall also be no claims for defects for these and the resulting consequences.

- 8.5 The warranty period for claims of the Customer against us due to a defect in the delivery or service shall be twelve months from the statutory commencement of the limitation period, with the exception of the cases of § 438 para. 1 no. 1 and no. 2 BGB and § 634a para. 1 no. 2 and no. 3 BGB. This shortening of the warranty period shall not apply to damages resulting from injury to life, body or health, in the event of an intentional or grossly negligent breach of duty or in the event of a culpable breach of a material contractual obligation by us. Furthermore, it shall not apply if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the delivery or service. Possible claims of the customer from § 479 BGB remain unaffected.
- 8.6 Insofar as liability is assumed for loss of data, liability shall be limited to the typical recovery costs that would have been incurred if the Customer had backed up the data regularly and in accordance with the risk.
- 8.7 In addition, Clause 10 of these Terms and Conditions shall apply to claims for damages and reimbursement of expenses against us. Further claims or claims other than those regulated in this Section 8 by the Customer against us and our vicarious agents due to a defect shall be excluded.
- 8.8 We grant a general right of exchange within 8 days from the date of invoice. Excluded from this are all sterilized products.

9. Industrial property rights and copyrights - defects of title

- 9.1 Unless otherwise agreed, we are obliged to provide the delivery free of industrial property rights and copyrights of third parties (hereinafter: property rights) only in the country of the place of delivery.
- 9.2 If a third party asserts justified claims against the Customer due to the infringement of property rights by deliveries made by us and used in accordance with the contract, we shall be liable to the Customer within the period stipulated in Section 8 (5) of these Terms and Conditions as follows: We shall first have the right, at our discretion, either to procure the necessary licenses with respect to the allegedly infringed rights or to provide the Customer with a modified delivery item or parts thereof which, in the event of replacement with the infringing delivery item or part thereof, will eliminate the allegation of infringement with respect to the delivery item. If this subsequent performance fails, the Customer shall be entitled to the statutory rights; in particular, it shall be entitled to reduce the purchase price or, at its option, to withdraw from the contract. Furthermore, in the event of infringement of property rights, the provisions of Section 8 of these Terms and Conditions shall apply accordingly. Our obligation to pay damages shall be governed by Clause 10 of these Terms and Conditions.
- 9.3 The aforementioned obligations shall only exist for us insofar as the Customer does not acknowledge an infringement and all defensive measures and out-of-court measures are reserved for us.
- 9.4 Claims of the Customer shall be excluded insofar as the Customer is responsible for the infringement of property rights.
- 9.5 Claims of the Customer shall also be excluded if the infringement of the property right is caused by special specifications of the Customer, by an application by the Customer not foreseeable by us or by the fact that the delivery is modified by the Customer or used together with products not supplied by us.
- 9.6 In the event of other defects of title, the provisions of Section 8 and Section 10 of these Terms and Conditions shall apply accordingly.
- 9.7 Further or other claims of the customer against us and our vicarious agents due to a defect of title than those regulated in this clause 9 are excluded.

10. Other claims for damages

- 10.1 We shall be liable in accordance with the statutory provisions for damages arising from injury to life, limb or health.
- 10.2 We shall be liable in accordance with the statutory provisions for damages based on an intentional or grossly negligent breach of duty by us or on an intentional or grossly negligent breach of duty by our representatives or vicarious agents. Insofar as we are not accused of intentional breach of duty, the liability for damages shall be limited to the foreseeable, typically occurring damage.
- 10.3 We shall be liable in accordance with the statutory provisions if we culpably breach a material contractual obligation; in this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage.

- 10.4 We shall be liable in accordance with the statutory provisions if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the delivery or service.
- 10.5 The same shall apply insofar as liability is mandatory on the basis of the provisions of the Product Liability Act.
- 10.6 Any further claims for damages and reimbursement of expenses of the Customer against us, irrespective of the legal basis, shall be excluded. This shall apply in particular due to a breach of duties arising from the contractual obligation and from tort.
- 10.7 Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.
- 10.8 A change in the burden of proof to the disadvantage of the Customer is not associated with the above provisions.

11. Retention of title

- 11.1 We reserve title to the delivery items until receipt of all claims, irrespective of the legal basis, arising from the business relationship with the Customer. The retention of title shall also apply to claims from previous and future legal transactions and to balance claims from any existing current account relationship.
- 11.2 The Customer shall be entitled to resell the delivery items in the ordinary course of business; however, it hereby assigns to us all claims in the amount of the delivery price agreed between us and the Customer (including value-added tax) which accrue to it against its customers or third parties from the resale, irrespective of whether the delivery item has been resold without or after processing. The claim assigned to us in advance by the customer shall also relate to the acknowledged balance and, in the event of the customer's insolvency, to the then existing "causal" balance. We accept the assignment, but may independently enforce our claims directly against the customer. The customer is authorized to collect the claims after their assignment. Our authority to collect the claims ourselves shall remain unaffected; however, we undertake not to collect the claims as long as the Customer duly meets its payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed. If this is the case, however, we may demand that the customer discloses the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- 11.3 The Customer may neither pledge the delivery items nor assign them as security. Enforcement officers or third parties are to be informed of our ownership.
- 11.4 The processing or transformation of the delivery items by the customer shall always be carried out for us. If the delivery items are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items (including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the items delivered under reservation of title.
- 11.5 If the delivery items are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items (including VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Customer's item is to be regarded as the main item, it shall be deemed to be agreed that the Customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole ownership or co-ownership thus created in safe custody for us.
- 11.6 The Customer is obligated to treat the delivery item with care; in particular, it is obligated to sufficiently insure it at its own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the Customer must carry this out in good time at its own expense.
- 11.7 In the event of seizures or other interventions by third parties, the Customer shall notify us immediately in writing so that we can file a lawsuit pursuant to § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the Customer shall be liable for the loss incurred by us.
- 11.8 In the event of conduct in breach of contract on the part of the Customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and subsequently to take back the delivery items. The assertion of claims for damages shall remain unaffected.
- 11.9 We undertake to release the securities to which we are entitled pursuant to this Clause 11 at the request of the Customer to the extent that the realizable value of our securities exceeds the claims

to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon us.

12. Secrecy

The parties are obliged to keep all confidential documents and information as well as all commercial and technical details related to the business relationship strictly secret. Such information may only be disclosed to third parties with the express consent of the other contracting party. The obligation to maintain secrecy shall also apply after the execution of this contract. It shall cease to apply if and to the extent that the knowledge contained in the documents and information or the commercial and technical details have become generally known or were already known to the other party without a breach of contract by the other party having been the cause thereof.

13. Data protection information

13.1 The responsible party pursuant to Article 4 (7) of Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") is CeramOptec GmbH, Siemensstr. 44, D-53121 Bonn, Germany, represented by Dr. Roland Dreschau, telephone number: +49 228 979670, e-mail: roland.dreschau@biolitec.com

13.2 We process the Client's personal data only for the purpose of fulfilling the contract, fulfilling legal obligations incumbent upon us and pursuing our legitimate interests. Legal bases for this are Art. 6 para. 1 p. 1 lit. b), c) and f) DSGVO.

13.3 The personal data (in particular name, contact data, bank/payment data) to be provided to us by the Client within the scope of the conclusion of a contract shall be required for the conclusion and performance of the contract.

13.4 We will delete the Client's personal data after the statutory/tax retention periods have expired.

13.5 The Client has the following rights with respect to its personal data vis-à-vis us: right to information; right to correction or deletion; right to restriction of processing; right to object to processing; right to data portability. The details result from Art. 15 et seq. DSGVO.

13.6 The Client has the right to complain to a data protection supervisory authority about the processing of its personal data by us. The details result from Art. 77 (1) DSGVO.

14 Jurisdiction, Applicable Law, Severability Clause, Translations of these Terms and Conditions

14.1 If the Customer is a merchant, a legal entity under public law or a special fund under public law, our registered office shall be the exclusive place of jurisdiction. However, we shall also be entitled to sue the Customer at the court having jurisdiction for its place of business.

14.2 The laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of the international law on the sale of goods, even if the Customer has its registered office abroad.

14.3 Should any provision be or become invalid, the remaining provisions shall remain valid.

14.4 The English version of these General Terms and Conditions is for information purposes only. Only the German text of the contract shall be binding.

Status: 12/2018