

I. Scope of Application / Basis of Contract

1. The following Standard Purchasing Terms and Conditions shall apply to **avateramedical** GmbH based in Jena (entered in the Commercial Register at the local court of Jena under the number HRB 507818), **avateramedical** Mechatronics GmbH based in Ilmenau (entered in the Commercial Register at the Municipal Court of Jena under the number HRB 301594) and **avateramedical** Digital Solutions GmbH based in Hanover (entered in the Commercial Register at the Municipal Court of Hanover under the number HRB 209324). The three companies aforementioned are hereinafter jointly and severally referred as “**avateramedical**”. The following Standard Purchasing Terms and Conditions shall apply exclusively to any and all contractual agreements of **avateramedical** referring to products, machines, tools, commodities, materials and spare parts, etc. or services, irrespective of whether these agreements are individual purchase orders or orders placed under a framework contract ("Orders"). Any terms and conditions of our business partner ("Supplier"), irrespective of their form, shall apply only if **avateramedical** has explicitly given its written consent. If Supplier's requests for changes are not rejected directly or indirectly or if deliveries and services are accepted and paid by **avateramedical** without explicit objection, this shall in no case be construed as an incorporation of the deviating conditions or parts thereof.

2. These Standard Purchasing Terms and Conditions shall also apply to any future orders that **avateramedical** will place with Supplier.
3. These Standard Purchasing Terms and Conditions shall apply only to entrepreneurs, legal entities under public law and special funds under public law within the meaning of the German Civil Code (BGB) Section 310, Paragraph 1.

II. Purchase Order and Samples

1. Orders shall only be binding if **avateramedical** has placed them in writing. Any additions or modifications to the Orders as well as any other agreements entered into when the contract is concluded shall only be binding if **avateramedical** has confirmed them in writing. Orders and confirmations by fax or electronic data transmission shall be considered equal to written form.
2. If the Order is not accepted by Supplier within 2 weeks after it was received, **avateramedical** shall be entitled to revoke the Order free of charge. Requests for delivery, e.g. under framework contracts or in electronic systems, shall become binding if Supplier does not reject them within 2 working days upon receipt.
3. Before the start of a series production, **avateramedical** shall be entitled to request samples or drawings from Supplier. They shall be provided by Supplier free of charge together with any requested documents.

III. Dates and Deadlines

1. Any agreed dates and deadlines shall be binding and, unless anything else has been agreed in writing, refer to the supply of the complete and faultless provision of goods or services to **avateramedical**. If delays in delivery are expected or have occurred, Supplier shall inform **avateramedical** immediately. Delays, however, shall not change the agreed dates and deadlines unless the written consent of **avateramedical** has been obtained. Premature deliveries shall also require the written consent of **avateramedical**.
2. If a specific calendar date has been set for the delivery, Supplier shall be in default without a reminder in case of late delivery; if a specific calendar week has been defined as deadline for the delivery, the Friday shall be considered as the latest admissible delivery date.
3. If agreed delivery dates are not met, **avateramedical** shall be entitled to assert any claims resulting therefrom.

IV. Processing and Delivery

1. Unless anything else has been explicitly agreed, all deliveries shall be made "free domicile".
2. A delivery note specifying the order number of **avateramedical** as well as the description of the contents as to identity and quantity shall be enclosed with all deliveries. If required, further documents that are either specified by **avateramedical** for the individual case or are required by law shall be included as well.
3. Any partial delivery of goods or services shall require the written

consent of **avateramedical**. If

Supplier then delivers the goods or services in part, the contractually agreed delivery of goods and services shall be considered to have been fully provided as scheduled only after the Order has been entirely fulfilled.

4. If machines, devices and/or software are delivered, a technical description and the instructions of use have to be supplied free of charge together with the delivery. In case of software products, the obligation to deliver shall be deemed as fulfilled only after the complete (system and user) documentation has been supplied as well. In case of programs developed especially for **avateramedical**, the source code has also to be supplied.

V. Prices

1. The agreed prices shall be fixed prices unless anything else has been explicitly agreed in the individual case. Any changes in prices on Supplier's part shall be inadmissible unless **avateramedical** has given its written consent.
2. The agreed prices shall include the statutory VAT as well as any and all customs duties, taxes and other charges.

VI. Invoices and Payment

1. Invoices shall be sent to **avateramedical** by separate mail and must specify the order number, part number, quantity and the price per unit.
2. If there are no other agreements, payments shall be made by **avateramedical** within 14 days with the deduction of a discount of 2 % or within 30 days without deduction.

The period allowed for payment shall start on the date when Supplier has fully fulfilled the contract and **avatera**medical has received a correct invoice. Invoices that are not sent in due form shall be deemed to have been received by **avatera**medical only after they have been issued in correct form.

3. In case of premature delivery of goods and services, the period allowed for payment shall start on the agreed delivery date at the earliest.
4. Payments shall not be construed as an acknowledgment that the goods supplied or services delivered are in conformity to the contract. In case of the delivery of goods and services not complying with the contract, **avatera**medical shall be entitled to withhold any part of the payments due under the business relationship it might consider as adequate until the contract has been properly fulfilled.

VII. Transportation, Packaging and Transfer of Risk

1. Supplier shall be responsible for transporting the goods to **avatera**medical. This shall also apply if, deviating from Section IV, Paragraph 1, delivery "free domicile" has not been agreed in an individual case; in this case, Supplier shall organize the transport of the goods to **avatera**medical in accordance with the deviating agreement.
2. Supplier shall be obligated to protect the quality of the goods by appropriate means of transport and packaging. On request of **avatera**medical, Supplier shall take

back the packaging material free of charge.

3. In any case, the risk for the goods shall pass to **avatera**medical only after the goods have been delivered and handed over to **avatera**medical.
4. The ownership of the goods delivered shall pass to **avatera**medical after the purchase price has been paid.

VIII. Duty to inspect and report Defects

1. **avatera**medical shall inspect the incoming goods only by random sampling and only with respect to any deviation in identity and quantity or to existing defects that are visible from the outside. These deficiencies shall be immediately reported to Supplier by **avatera**medical. A notification of deficiencies within 30 days after receipt of the goods shall be considered as having been made in good time. **avatera**medical reserves the right to further examination of the goods or services.
2. Furthermore, **avatera**medical shall report to Supplier any deficiencies of goods or services that are not evident as soon as they have been detected in the due course of business, at the latest within 14 days.
3. Subject to the preceding provisions in Section VIII, Paragraphs 1 and 2, Supplier shall waive the right to claim late notice of defects.
4. If **avatera**medical returns defective goods to Supplier, **avatera**medical shall be entitled to charge back the amount invoiced for the defective goods and to charge also a lump sum for expenses amounting to 5 % of the price of the defective goods, but not more than a maximum of € 500.00 per return delivery. Furthermore,

avateramedical reserves the right to provide evidence for higher expenses; Supplier, in turn, shall be entitled to provide evidence that the expenses were lower or that there were no expenses at all.

IX. Warranty for Material Defects and Defects in Title

1. Supplier shall warrant that its deliveries and services correspond to the contractually agreed properties, comply with state-of-the-art technology and are free from defects that thwart or diminish their value or suitability for their usual purpose or for the use defined in the contract.
2. Defective deliveries shall be replaced immediately by deliveries that are free from defects and deficient services shall be repeated in a due and correct manner. In case of faults in development or design, **avateramedical** shall be entitled to assert immediately the rights granted in Section IX, Paragraph 4.
3. Any rectification of deficient goods or services shall require the prior consent of **avateramedical**. During the time the goods are not in custody of **avateramedical**, Supplier shall bear the risk for them.
4. If Supplier does not remedy the defect within an adequate additional period of time granted by **avateramedical**, **avateramedical** shall have the option to either withdraw from the contract or reduce the payment and, in both cases, to claim damages in addition.
5. In urgent cases (e.g. for preventing extraordinarily high damage) or if Supplier is in default with the remedy of a defect, **avateramedical** shall be

entitled to remedy the defect and the damage caused thereby itself or have it remedied by a Third Party after having informed Supplier and after a short adequate period of time granted to Supplier for performance in this individual case has elapsed. The costs shall be borne by Supplier. This shall also apply to cases of delayed performance by Supplier when **avateramedical** must remedy the defect immediately in order to avoid being in default in delivery itself.

6. The warranty period for material defects and defects in title shall be 36 months after transfer of the risk in accordance with Section VII, Paragraph 3. During the period between the dispatch of the notice of defects and the acceptance of the faultless goods or services, the warranty period shall be suspended.
7. For any deliveries and services that are to be provided in accordance with the plans, drawings or other special requirements of **avateramedical**, the properties contained therein shall be considered as warranted by Supplier. If the properties of the goods or services delivered do not comply with these requirements, **avateramedical** shall be immediately entitled to assert the rights specified in Section IX, Paragraph 4. Unless anything to the contrary has been agreed in the preceding paragraphs, the warranty shall correspond to the applicable legal provisions in any other respect.

X. Liability

1. If any damage for **avateramedical** is caused by a deficient delivery or service or by another violation of

contractual obligations, Supplier shall be obligated to compensate **avateramedical** for the damage according to the legal provisions.

2. Supplier shall be responsible for product liability within the framework of the legal provisions. If, irrespective of the legal cause, claims for a material defect or a defect in title or any other defect of the goods or services delivered by Supplier are raised against **avateramedical** by a Third Party, Supplier shall be obligated to indemnify **avateramedical** against any claims inter se on first demand.

XI. Retention of Title, Assignment and Offset

1. Any extended or prolonged retention of title on the part of Supplier shall be excluded.
2. Without having obtained the prior written consent from **avateramedical**, Supplier shall not be entitled to assign its claims vis-à-vis **avateramedical** to a Third Party.
3. **avateramedical** shall be entitled to offset own claims with other payments due under the business relationship with Supplier.

XII. Tools

1. If the tools used for producing the ordered goods have been paid by **avateramedical**, they shall remain the sole property of **avateramedical**. Only with the consent of **avateramedical** shall Supplier be authorized to make use of these tools in fact or in law, to relocate them to another site or to render them permanently unfit for use. The costs for maintenance, repair and

replacement of the tools shall be borne by Supplier alone. The same shall apply to replacement tools.

2. Supplier shall be obligated to use the tools paid by **avateramedical** exclusively for producing goods ordered by **avateramedical**. The same shall apply when Supplier has produced the tools at its own costs but according to plans or drawings provided by **avateramedical**.

XIII. Provisions

1. If **avateramedical** makes any material, parts, tools, measuring equipment, special packaging or similar things ("Provisions") available to Supplier for producing the ordered goods, these Provisions shall remain the property of **avateramedical**. Supplier shall be obligated to handle them with care, store them properly and insure them against damage caused by theft, fire or water or any other kind of damage. The Provisions shall be used only for **avateramedical** and **avateramedical** shall become immediately the owner of the new items created this way. If the material provided accounts for only a part of the new items, **avateramedical** shall be entitled to co-ownership of the new items in proportion of the value of the Provisions contained in the new items.
2. Without the written consent of **avateramedical**, the Provisions must not be duplicated; admissible and inadmissible duplications shall in any case become the property of **avateramedical** as soon as they have been created.

3. Supplier shall have no right of retention for the Provisions irrespective of the cause thereof. Provisions and any duplications thereof must neither be made available to Third Parties nor used for any other purposes than those agreed.

XIV. Property Rights

1. Supplier shall guarantee that all deliveries and/or services are free from Third-Party rights and that they or their contractual use do not violate any patents, registered designs or any other rights of a Third Party at the domestic and the international level.
2. Supplier shall fully indemnify **avateramedical** in this respect; if required, it shall, however, be entitled to defend **avateramedical** in consultation with **avateramedical**.
3. If property rights of a Third Party are used on the basis of license contracts concluded by Supplier for a specific territory, Supplier shall ensure that the use is permitted in all countries where corresponding property rights exist.
4. If Supplier has any property rights that pertain to the use of the products it supplies or to any work results or for which the use of these work results is required, Supplier shall grant to **avateramedical** a right of joint use of these property rights that is irrevocable, valid worldwide and free of charge, i.e. wholly included in the remuneration agreed for the delivery, to an extent required for using and exploiting the products and/or work results supplied or relevant parts thereof. This right shall

explicitly include the right of **avateramedical** to grant sub-licenses to Third Parties to the extent required for using and exploiting the products or work results supplied. The same shall apply to know-how.

5. On request of **avateramedical**, Supplier shall inform **avateramedical** when its own property rights or applications for property rights - whether these have been published or not - are used in connection with the items delivered.
6. **avateramedical** shall be granted an exclusive, unlimited and irrevocable right of exploitation for the work results, in particular for the results of a development ordered by **avateramedical**, in whole or for the essential part thereof; this right shall be transferable and included in the remuneration for the delivery. As far as work results, in whole or in part, are protected by property rights, Supplier shall grant to **avateramedical** an exclusive, irrevocable, transferable right, unlimited in time and space and with respect to content, to use these work results for all kinds of use as desired and in particular to duplicate, modify and process them.
7. **avateramedical** shall have a preferential right to acquire property rights with respect to all inventions made by Supplier or its employees or in cooperation with employees of **avateramedical** regarding a development ordered by **avateramedical** during the execution of the contract. Supplier shall inform **avateramedical** immediately of any inventions that are reported to Supplier or Supplier gains knowledge

of in another way and shall offer them to **avateramedical** for acquisition free of charge, i.e. not to be paid for separately. The sole responsibility for remunerating its employees in accordance with the German Employee Invention Act shall lie with Supplier. Supplier agrees to provide support and any explanations required for the acquisition and granting of property rights at its own costs.

8. If **avateramedical** is not interested in acquiring property rights pursuant to Section XIV, Paragraph 7, Supplier may apply for the property rights in its own name and at its own costs, granting to **avateramedical** a non-exclusive, worldwide, irrevocable and free license for all property rights based on this invention. If Supplier wants to abandon such a property right, it shall first offer this right in writing to **avateramedical** for acquisition free of charge. If Supplier wants to transfer such a property right to a Third Party, it will first inform **avateramedical** in writing. In this case, **avateramedical** shall have the preemptive right to acquire this property right on reasonable terms within a period of 2 months after receipt of the written notification. In case of a transfer of property rights to a Third Party pursuant to Section XIV, Paragraph 8, Supplier shall make sure that the rights that **avateramedical** is entitled to pursuant to Section XIV, Paragraph 8 are recognized by this Third Party.
9. As far as Supplier engages a sub-contractor, it must ensure that this sub-contractor recognizes the rights

of **avateramedical** as defined in Section XIV, Paragraphs 6 to 8.

XV. Confidentiality

1. Supplier agrees to retain in confidence any commercial and technical details that are not public knowledge and are revealed during the business relationship and not to disclose them to any Third Party.
2. All documents handed over by **avateramedical**, such as samples, drawings, plans, illustrations and similar documents, must be treated with utmost care and held in strict confidence. These documents must not be made available or accessible to any Third Party and may be duplicated only within the framework of operational requirements and the applicable copyright rules.
3. If Supplier violates these obligations of confidentiality and **avateramedical** incurs any damage resulting therefrom, Supplier shall be liable for paying damages to **avateramedical**.

XVI. General Provisions

1. All legal relations between **avateramedical** and Supplier shall be governed solely by the law of the Federal Republic of Germany excluding the German law on legal conflicts and the United Nations Convention on the International Sale of Goods (CISG).
2. The place of performance shall always be the registered place of business of **avateramedical**. If Supplier delivers to another location due to a contractual agreement, this shall not affect the agreement on the legal venue as defined hereinafter in

Section XVI, Paragraph 3; the place of delivery is thus excluded as legal venue.

3. The legal venue for all disputes arising from or in connection with the business relationship between **avateramedical** and Supplier, including those from tortuous act, shall be Jena. **avateramedical** shall, however, be entitled to institute legal action at the court having jurisdiction for Supplier.
4. **avateramedical** shall collect and store personal and company-related data in connection with the business relationship with Supplier. As far as legally admissible, data that have been collected shall also be forwarded to Third Parties. **avateramedical** points out that company-related data are regularly transmitted to credit insurance companies and credit agencies. Within the scope of its legal rights, Supplier may at any time request information concerning the data collected, stored and transmitted to a Third Party.
5. Should individual provisions of these Standard Purchasing Terms and Conditions, in whole or in part, be or become ineffective, this shall not affect the effectiveness of the other provisions or of the other parts of such provisions.