

General terms of delivery and payment

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Scope

All deliveries and services of our company are based on the following terms of delivery and payment. The General Terms and Conditions of the ordering party shall not apply even if we do not expressly object them.

1. Software

As far as standard software belongs to the scope of delivery, our licence conditions for "DermaMate" shall apply in addition. On request, these conditions can be made available to you or be downloaded from www.waldmann.com/Medizintechnik/Service/AGB.

2. Offer and Conclusion of the Sale

2.1 Our offers are subject to change.

2.2 Any offer is only considered to be accepted if it has been confirmed by us in writing. The ordering party is bound to the order placed until we declare it as accepted, but maximum two (2) weeks.

2.3 Our written order confirmation is relevant for the scope of delivery. Any supplementary agreements and modifications require our written confirmation. Any documents attached to the offer (representations, drawings, indications of weight and dimensions) shall only be relevant if they are explicitly determined as binding in the order confirmation. We reserve the right to technical modifications of the construction and form of our products.

2.4 We reserve the right of ownership and copyright with regard to patent utilisation of cost estimates, drawings and other documentation to unlimited extent; they must not be disclosed to any third party. Any documentation or drawings belonging to offers shall be returned to us on request in case the order is not placed or evidence of their destruction shall be proven. The same applies to possibly made reproductions of any kind.

2.5 In case of repair work to be carried out, we only make cost estimates on special request of the ordering party and only if the concerned piece to be repaired is put at our disposal. The estimated cost of repair is non-binding. Any expenses incurred by us for making the cost estimate, in particular the costs for dismounting and mounting as well as disassembly, shall be borne by the ordering party.

2.6 Any transfer of rights of the ordering party resulting from the agreement requires our prior written consent.

3. Prices

3.1 Our prices are valid ex works excluding packaging, custom duties, fees, taxes and other supplementary costs unless otherwise agreed. In case of repair work to be carried out, the object to be repaired shall be delivered to our company unless agreed that the object to be repaired shall be collected or that the repair work is carried out on site. Any travel expenses and any costs for assembly and installation shall be charged extra.

3.2 Packaging shall be charged at cost price unless otherwise agreed. Packaging material cannot be returned unless we are obliged to take it back on the basis of legal stipulations.

3.3 Unless it is explicitly stated in the order confirmation that the prices are fixed prices, we shall be entitled to increase the prices to a reasonable extent should any changes with regard to e.g. material cost, salaries and wages, freight costs, public charges or other circumstances, which are beyond our control, occur after concluding the contract. Unless a continuing obligation is concerned, this shall only apply in case it had been agreed that the delivery (or partial delivery) was to be carried out more than four (4) months after concluding the contract, or in case the delivery was actually delayed more than four (4) months after concluding the contract for reasons that fall within the ordering party's responsibility. In case the increase amounts to more than five (5) per cent of the agreed price, the ordering party shall be entitled to rescind the contract.

4. Payment

4.1 All payments are due within ten (10) days after receipt of the invoice less two (2) per cent discount or within thirty (30) days strictly net without deduction unless otherwise agreed or otherwise stated on the invoice. A discount shall not be granted if the ordering party is in default of payment of any of our invoices with regard to the payment deadlines mentioned above.

4.2 Payments for repair work and replacement parts are due without deduction on the invoice date.

4.3 Should the ordering party not effect the payment within the deadline stated on the invoice or, if such is missing, at the latest after the first reminder, interests at going rate but at least three (3) per cent above the basic interest rate of the European Central Bank shall be charged. This shall be without prejudice to any other claim because of the default. The ordering party's right to prove that the default in payment has not caused any damage or a considerably lower damage remains unaffected hereof.

4.4 Any payment of the invoice by cheque or bill of exchange is only accepted on account of performance and requires our prior consent in case of paying by bill of exchange. The ordering party shall bear all costs arising in connection with bills of exchange or cheques. In case of payment by bill of exchange, the ordering party is obliged to ensure that the issuing party notes on the bill of exchange „without costs“ or „without protest“ and therefore is committed to protest the bill for lack of acceptance or lack of payment according to article 46 of the bills of exchange act.

4.5 In case there are any founded doubts about the ordering party's insolvency or willingness to pay, in particular because of the non-performance of his obligation to pay resulting from this or another contract concluded with us or because of a subsequent deterioration of his economic situation so that we see our pecuniary claims clearly at risk, we are entitled to assert our claims against the ordering party as immediately due - also in case of an extension of the term granted after concluding the contract, to claim advance payments or securities or, in case the ordering party rejects it, to rescind the contract provided that the conditions for default payment exist.

4.6 The ordering party has no right to withhold payments or to offset them against his possible counter claims that are contradicted by us and not yet legally ascertained unless we can be accused of a gross violation of the contract.

5. Delivery

5.1 Any dates of delivery, repair or other services are only binding if they have been confirmed by us explicitly in writing. The term of delivery starts on the date of sending the order confirmation but not before the presentation of the documents and material to be provided by the ordering party nor before receiving the agreed advance payment.

5.2 The term of delivery and repair is considered as kept if the item to be delivered or repaired has left the plant by expiry of the term or if the information that it is ready for dispatch has been issued.

5.3 The term of delivery and repair is extended to a reasonable extent in case of industrial disputes, in particular strike and lockout, as well as in case of unforeseeable events that are beyond our control. The same shall apply if these circumstances occur at sub-suppliers.

5.4 In case we are in default with our deliveries, repair or other services and the ordering party grants us a reasonable extension of the term with the explicit statement that he shall deny the acceptance of the service after this extension has been expired or if we are not able to keep this

extension, the ordering party has the right to rescind the contract. In case the ordering party claims the compensation of any damages due to the default or damage because of non-performance, the amount of the damages is limited to 0.5% in case of slight negligence for each full delayed week but maximum to ten (10) per cent of the total value of the delivery or repair.

5.5 The ordering party is only entitled to assert a claim because of exceeding the terms of delivery and repair if the ordering party himself has fulfilled all his obligations resulting from the contract and all obligations to cooperate.

6. Passing of Risk and Dispatch

6.1 The risk shall be passed to the ordering party at the latest when dispatching the items to be delivered or to be repaired; this shall also apply in case partial deliveries are made and we have also accepted other performances, e.g. transport costs or delivery.

6.2 In case the dispatch is delayed for reasons for which the ordering party is responsible, the risk shall be passed to the ordering party on the day we have announced that the goods are ready for dispatch.

6.3 The dispatch shall only be insured by us at the ordering party's expenses and according to his indications if explicitly requested so.

6.4 The ordering party is obliged to guarantee the disposal of the delivered goods. In case of resale, the ordering party shall pass this obligation to his purchasers.

7. Warranty

The ordering party shall check immediately after receiving the goods if there are any defects, if another product than the agreed one has been delivered or if more or less quantity than the one agreed has been delivered.

7.2 Any notifications of defects can only be considered if made in writing at the latest after fourteen (14) days after the receipt of the goods. In case of hidden defects that could not be detected on receipt of the goods, the ordering party shall send us a written notification of these defects immediately after detecting them.

7.3 In case the notification of defects is founded and presented within the prescribed period, we are entitled either to rectify the products or to send a replacement within an appropriate period. In case the rectification or replacement delivery fail, the ordering party has the right to choose the rescission of the contract (redhibitory action) or the reduction of the agreed price (abatement).

7.4 Any other claims for whatever legal reason shall be excluded. In particular, we cannot be held liable for consequential damages that have not been caused to the delivered item, for lost profits or for any other financial losses of the ordering party. This shall not be apply in case the reason for damage was malicious intent or gross negligence or is due to the lack of explicitly guaranteed features. In case of culpable violation of an essential obligation of the contract ("material obligation"), our liability shall be limited to typical damage of the contract, i.e. to the objectively foreseeable damage.

7.5 The warranty period for devices is 24 months. In case of UV lamps and fluorescent lamps, the legal warranty period applies.

8. Retention of Title

8.1 We reserve the title to the delivered goods until receipt of all payments from the corresponding contract of delivery. If the ordering party is a merchant, the retention of title shall apply to all open receivables of this and all previous and future contracts of delivery. If the ordering party violates the contract, in particular in case of delayed payment, we are entitled to taking back the delivered goods after having sent a reminder and granted an extension of the term, and the ordering party shall be obliged to return the goods. The return or the seizure of the reserved property shall only be considered as withdrawal from the contract if explicitly stated as such by us in writing. In case of seizures or other interventions by third parties, the ordering party shall inform us immediately in writing.

8.2 The ordering party is entitled to resell the delivered goods in the ordinary course of business. However, the ordering party hereby assigns to us all claims against the purchaser or third parties arising from the resale; this shall apply irrespectively of the fact if the reserved goods have been resold without or after processing. The ordering party shall still have the right to collect this payment even after assignment. Our right to collect the payment ourselves remains unaffected hereof; nevertheless, we commit ourselves not to collect these receivables as long as the ordering party fulfills his obligation to pay appropriately. We are entitled to demand that the ordering party informs us of all assigned receivables and the debtors hereof, that he makes all indications required for collection, hands out the necessary documentation and informs the debtors of the assignment. In case the delivered goods are sold together with other goods that are not in our possession, the ordering party's claim against the purchaser is only considered as assigned up to the amount of the price for the delivery agreed between us and the ordering party.

8.3 The ordering party shall carry out processing or remodelling of the reserved goods always for us. If the reserved goods are processed together with other items not in our possession, we shall receive co-ownership of the resulting goods calculated based on the proportion of the value of the reserved goods compared to the other processed goods at the moment of processing. With regard to the object that is the result of the processing, the same provisions shall apply as to the item delivered under reservation of title.

8.4 The ordering party is obliged to insure the delivered item during the period of retention of title against theft, breakage, fire, water and other damage and to inform us hereof. In case this obligation is not fulfilled, we are entitled to effect the insurances at the ordering party's expense.

8.5 The ordering party hereby seizes to us the object returned for repair as security for our claims arising from the repair contracts. We accept the seizure hereby.

8.6 The retention of title and the securities we are entitled to for payments on account of performance shall remain valid until the complete release (e.g. with payment in form of a so-called cheque/bill procedure) of the possible obligations entered into on behalf of the ordering party.

8.7 We are obliged to release the securities we are entitled to insofar as their liquidable value exceeds the receivables to be secured, as long as they have not been paid for, by more than twenty (20) per cent. We are entitled to select the securities to be released.

9. Warranty

Unless otherwise agreed in these terms, the ordering party is not entitled to assert any claims against us and our subcontractors, for whatever legal reason, because of the violation of any obligation resulting from the contract or existing prior to the contract or of any legal obligation, as far as the violation of these obligations is not due to malicious intent or gross negligence. This shall not apply for claims that result from our liability due to obligatory legal regulations, e.g. the Product Liability Law. In these cases, our liability shall be limited to the legally stated maximum amounts.

10. Place of Performance and Legal Venue for Merchants, Applicable Law

The place of performance and legal venue shall be Villingen-Schwenningen insofar as the ordering party is a merchant, a legal entity governed by public law or a special trust under public law. For all claims arising from or due to these General Terms of Delivery and Payment or from any contract concluded based on them, German Law shall apply unless otherwise agreed.s domicile.