

## General Terms and Conditions

between

HepaNet GmbH, Weberstraße 4, D-30916 Isernhagen, +49 (0)5136 9204341, registered with the Commercial Register (German “*Handelsregister*”) of the Local Court (German “*Amtsgericht*”) of Hanover under filing no° HRB 20 53 43, represented by its General Manager (German: “*Geschäftsführer*”) Uwe Jost, VAT identification number: DE 814743648

– in the following “HepaNet” –

and

the customer mentioned in §1 of the Contract

– in the following “Customer” –

### § 1

#### Scope of Application

1. The following General terms and Conditions shall apply exclusively to the business relationship between HepaNet and the Customer. Deviating conditions of the Customer are not recognized, unless HepaNet expressly agrees to their validity in writing.
2. These General Terms and Conditions apply only towards businessmen (German “*Unternehmer*”) within the meaning of Section 14 of the German Civil Code (German: “*Bürgerliches Gesetzbuch*”).

### § 2

#### Subject Matter of the Contract

1. HepaNet provides services for extracorporeal blood treatment, especially the so-called liver renal dialysis. The scope of the services is albumin dialysis in the inpatient and outpatient areas. This essentially comprises the sale of liver dialysis kits and adapters. The therapy service is carried out by nursing staff trained in intensive dialysis supplied with the necessary equipment (in particular dialysis equipment and consumables). This includes, in the first instance, the system set-up and the common connection to the patient. The diagnosis and the decision whether the dialysis therapy is medically indicated in individual cases is expressly not the task of HepaNet, but the task of the customer (authorized healthcare provider (German: “*zugelassener Gesundheitsdienstleister*”).
2. In addition to therapy, HepaNet offers training and consulting as well as the purchase and rental of dialysis equipment, in particular AD monitors.
3. The order placed is decisive for the scope of the service to be provided by HepaNet.

### § 3

#### Offer and Conclusion of Contract

1. The presentation and application of articles and services on the website and in the price list of HepaNet does not constitute a binding offer for the conclusion of a contract.

2. The Customer submits a contract offer either by telephone or by e-mail/fax to HepaNet.
3. The contract is concluded only by a declaration of acceptance issued by HepaNet or by executing the order.
4. All offers of HepaNet are subject to confirmation and without obligation, unless they are expressly marked as binding or contain a certain acceptance period. Orders and commissions can be accepted by HepaNet within fourteen days after receipt.

#### § 4

##### Prices, Shipping Charges

1. All prices stated in the price list (so-called order fax) of HepaNet are in Euro ex works ("Ex Works" Incoterms 2010) plus the valid legal value added tax and if applicable packaging and transport costs and in case of export delivery customs and duties and/or other public charges. Changes in taxes, customs and duties and/or other public charges between contract conclusion and delivery which alter the cost of the delivery result in a corresponding adjustment of the price.
2. The shipping costs and shipping conditions are indicated to the customer with the declaration of acceptance, or can be taken from the order fax.

#### § 5

##### Set-off and Retention Rights

1. The customer is only entitled to set off if his counterclaims are undisputed or legally established by a court of law with binding effect (German: "*rechtskräftig festgestellt*").
2. The customer can only exercise rights of retention on the basis of counterclaims from the same contractual relationship.

#### § 6

##### Special Provisions for the Sale of Products

###### 6.1 Payment; Costs of Delivery and Packaging

If HepaNet does not provide the Customer with longer payment periods, the invoices of HepaNet shall be payable without deduction immediately after the invoice has been issued. Payment periods are deemed to be met if HepaNet can dispose of the funds within the time limit; in the case of a check payment, the payment shall be deemed effected as soon as the check is cleared.

###### 6.2 Deficiency Claims, Limitation Period

1. The warranty for physical defects shall be determined in accordance with this section 6.2 of these General Terms and Conditions as well as § 9 of these General Terms and Conditions.
2. The warranty period on items supplied by HepaNet is limited to 12 months from delivery.

3. If HepaNet is obliged to remedy a defect, HepaNet may, at its discretion, render supplementary performance by removing the defect (rectification; German: *“Nachbesserung”*) or by delivering a defect-free product (subsequent delivery; German: *“Nachlieferung”*).
4. Claims by the Customer for damages or replacement of futile expenses shall only be made in accordance with § 9.
5. When selling used items liability for defects is excluded. This shall not affect all claims of the customer from § 9. HepaNet is not authorized to take back or exchange goods threatened by decay.

### 6.3 Delivery Periods, Delay in Performance

1. Delivery dates and delivery periods must be agreed in writing. In principle, the delivery time shall be taken from the order fax. Express deliveries will be charged by a corresponding surcharge of the freight forwarder.
2. The Customer may withdraw from the contract in accordance with statutory provisions if deadlines and dates have been bindingly agreed between HepaNet and the customer and HepaNet does not render performance it in time. This applies only in case that HepaNet is responsible for this delay and that the Customer sets a reasonable additional period of at least two weeks prior to his rescission. The period begins as soon as the notice for setting the additional period has been received by HepaNet.
3. HepaNet shall not be responsible for the delivery and performance delays caused by events which cannot be influenced by HepaNet, such as force majeure, government intervention or delays by HepaNet suppliers. The time to render performance is then extended accordingly. If HepaNet is not able to do so even after an appropriate extension of the delivery period, both the customer and HepaNet are entitled to rescind the contract.

### 6.4 Retention of Title (German: *“Eigentumsvorbehalt”*)

1. Until full payment of all current and future receivables from the purchase contract and a current business relationship (secured claims), HepaNet retains ownership of the goods sold.
2. The goods subject to retention of title may neither be pledged to third parties nor transferred to third parties for security before complete payment of the secured claims.

The customer must immediately notify HepaNet in writing if an application for the initiation of insolvency proceedings is filed or as far as access by third parties (e.g. official seizures) to goods belonging to HepaNet occurs.

3. The customer is authorized to resell and/or process the goods subject to retention of title in the course of the normal course of business pursuant to the provision below (a) until the revocation of such right. In such case, the following provisions shall apply additionally.
  - a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our products, whereby HepaNet is considered the manufacturer (German: *“Hersteller”*). If, in the case of processing, mixing or connection with goods of third parties, their proprietary rights persist, HepaNet acquires co-ownership in the ratio of the invoice values of the processed, mixed or connected goods. The same applies mutatis mutandis to the resulting product as to the goods delivered under retention of title.

- b) The claims arising out of the resale of the goods or the product against third parties shall already be assigned as security assignment (German: *"Sicherungsabtretung"*) to HepaNet as a whole by the Customer or in the amount of any co-ownership share of HepaNet pursuant to the preceding paragraph preemptively as of now. HepaNet accepts the assignment. The provisions of § 2 no° 2 shall also apply in respect of the assigned claims.
- c) The Customer remains entitled to collect the claim, in addition to HepaNet. HepaNet promises not to collect the receivables as long as the Customer complies with his payment obligations and is not unable to perform his contractual duties.
- If this is the case, however, HepaNet may demand that the Customer shall notify HepaNet of the assigned claims and their debtors, provide all information necessary for collection, hand over the related documents and notify the debtors (third parties) of the assignment. In addition, HepaNet is entitled to revoke the Customer's authorization to resell and process the goods subject to retention of title.
- d) If the realizable value of the collateral exceeds the claims of HepaNet by more than 10%, HepaNet will release at the customer's request a corresponding amount of collateral at its own discretion.
4. Unless otherwise agreed, HepaNet shall also retain title and intellectual property rights to all offers and quotations, as well as the drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids provided to the Customer. The Customer is not allowed to make these objects accessible to third parties, either as such or in content, without the express consent of HepaNet, to make them known, to employ them himself or by third parties or to reproduce them. The Customer shall, upon request of HepaNet, return to HepaNet such objects and destroy copies which may have been produced if they are no longer required by him in the normal course of business or if negotiations do not lead to the conclusion of a contract.

## § 7

### Terms of Delivery

1. Time limits and dates for deliveries and services indicated by HepaNet are always only approximate and may therefore be exceeded by up to three days by HepaNet, unless a fixed deadline or a fixed date has been explicitly announced or agreed. The delivery period for a promised delivery within days or months begins with the date of conclusion of the contract
2. If no copies of the product selected by the Customer are available at the time the Customer places his order, HepaNet shall notify the Customer without undue delay (German: *"unverzüglich"*). If the product is permanently not available, HepaNet shall refrain from accepting the order. A contract is not concluded in this case.
3. Information on the subject of the delivery or service (e.g., weights, dimensions, performance values, load bearing capacity, tolerances and technical data) as well as the representations thereof (e.g., drawings and illustrations) are only approximate. This does not apply if the availability for the purpose of the contract requires exact specifications. Information on the subject of the delivery or service does not qualify as not guaranteed characteristics, but descriptions or markings of the delivery or service. Any customary

deviations and deviations, which are made according to legal requirements or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.

4. HepaNet shall not be liable for the impossibility of delivery or for delays in delivery, as far as they are caused by force majeure or other events unforeseeable at the time of the conclusion of the contract (eg operational disturbances of all kinds, difficulties in material or energy procurement, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials, difficulties in procuring necessary regulatory approvals, governmental measures or the lack of supply, not correct or not timely supply by suppliers), which HepaNet is not responsible for. Insofar as such events make HepaNet substantially impede delivery or performance and the hindrance is not only of temporary duration, HepaNet is entitled to withdraw from the contract. In the case of temporary impediments, the delivery or performance periods are extended or the delivery or performance dates are postponed by the period of the hindrance plus an appropriate start-up period. If the Customer cannot be expected to accept the delivery or service as a result of the delay, he can withdraw from the contract without undue delay (German: “*unverzüglich*”) by means of a written declaration against HepaNet.

## § 8

### Shipping, Insurance and Passing of Risk

Unless explicitly agreed otherwise, HepaNet shall determine the appropriate mode of dispatch and the transport company within its reasonable discretion. Place of performance is the seat of HepaNet. HepaNet insures the goods only at the explicit request of the customer at his expense.

## § 9

### Fault-based Liability

1. The liability of HepaNets for damages, irrespective of the legal basis, in particular from impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in the case of contractual negotiations and unauthorized action shall be limited in accordance with this § 9.
2. HepaNet shall not be liable in the case of ordinary negligence (German: “*einfache Fahrlässigkeit*”) on the part of its organs (German: “*Organe*”), legal representatives, employees or other vicarious agents, insofar as this is not a violation of material contractual obligations (German: “*vertragswesentliche Pflichten*”). Material contractual obligations are such obligations to deliver the item of delivery in due time, its freedom from defects which impair its functionality or usability more than insignificantly, as well as consultancy, protection and custodial duties, which are intended to enable the customer to use the delivery item in accordance with the contract or the protection of the body or life of the Customer’s personnel or the protection of his property against substantial damage.
3. Insofar as HepaNet is liable for damages in accordance with section 9, no° 2, this liability is limited to damage that HepaNet would have foreseen as a possible consequence of a breach of contract at the time of conclusion of the contract or which HepaNet should have foreseen in the course of applying customary care

and due diligence. Indirect damages and consequential damages, which are the result of defects of the delivery item, are also only to be claimed, as far as such damage is typically to be expected when the delivery item is used as intended.

4. The limitations of this § 9 do not apply to the liability of HepaNet for intentional conduct, for guaranteed characteristics, for injury to life, body or health or according to the German Product Liability Act (German: "*Produkthaftungsgesetz*").

## § 10

### Final Provisions

1. Contracts between HepaNet and the Customer are subject to the material laws of the Federal Republic of Germany including the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. If the customer is a merchant (German: "*Kaufmann*") in the meaning of the German Commercial Code (German: "*Handelsgesetzbuch*"), a legal person of public law, or a public-law special fund, each domiciled in the Federal Republic of Germany, the court of jurisdiction for all disputes arising from contractual relations between the customer and HepaNet is the seat of HepaNet.
3. Insofar as the Customer is **not** seated in the Federal Republic of Germany, all disputes arising in connection with this Agreement or its validity shall be definitively decided in accordance with the Arbitration Rules of the German Institution for Arbitration (DIS; German: "*Deutsche Institution für Schiedsgerichtsbarkeit e.V.*") excluding proceedings in front of the ordinary state courts (German: "*ordentliche Gerichtsbarkeit*"). Both parties are, however, free to appeal to state courts for interim relief. The place of arbitration is Frankfurt am Main. However, different from the place of arbitration the arbitration proceedings will be held at the seat of HepaNet. The arbitral tribunal shall consist of three arbitrators, provided that the dispute or object value exceeds € 100,000.00. The arbitral tribunal shall consist of an arbitrator up to and including a dispute or object value of € 100,000.00. The language of the arbitration proceedings is German.
4. Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after the contract has been concluded, the validity of the rest of the contract shall remain unaffected. The ineffective or impracticable provision shall be replaced by the effective and enforceable regulation whose effects are closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The foregoing provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.
5. Wherever definitions are provided with the addition of a German translation in italic writing in these General Terms and Conditions, the German meaning of the definition shall prevail in case of doubt and/or dispute.