

Terms and Conditions of mediCut Stent Technology GmbH

1 Application All our offers, orders, products and services (hereinafter referred to as the "Service") – including future ones – are provided subject exclusively to our Terms and Conditions (hereinafter referred to as "Terms"). The Terms form part of all contracts made with us; they apply even if not specifically referenced.

Our Terms only apply to companies ["Unternehmer"] (German Civil Code [BGB] § 14, § 310). Our Terms apply exclusively. The customer's terms and conditions do not apply, even if we do not object to them separately. They do not become part of the contract even if the order is accepted or filled without reservation.

2 Formation of contract Our offers are non-binding unless expressly stated otherwise. We can accept the customer's purchase orders within 15 business days. A contract is not formed, even if the order is given verbally, until we confirm the order or start providing the Service, whichever comes first.

Oral and phone agreements are only legally valid if we confirm them in writing. Any obvious mistakes or printing, spelling, arithmetical or costing errors are not binding and do not give grounds for any claims. We only undertake contractual guarantees ["Garantie"] that we have explicitly identified as such in writing.

The order confirmation or, if the order is filled immediately, the delivery note exclusively governs the scope and subject matter of the Service. If the order confirmation or delivery note contains changes to the customer's purchase order, the customer is deemed to have consented to them if the customer unconditionally accepts the Service and does not object in writing immediately. If the customer changes or expands the order after the order has been confirmed, we are entitled to adjust prices and extend Service deadlines.

Our offers are based on information provided by the customer, without knowledge of the customer's circumstances or requirements. The customer bears the utility risk and the fitness for purpose risk, even if we perform on the basis of the customer's drawings, specifications, specimens, plans, et cetera. We only assume liability for a particular intended use or a specific technical fitness if specifically and expressly agreed upon in writing. If we manufacture samples or a prototype that are/is approved by the customer, our performance of the Service will be deemed contractually compliant if it conforms to the samples or prototype. This also applies if we perform the Service based on plans that we have created and the customer has approved.

Information, samples, specimens or illustrations in catalogs, price lists or other advertising materials are approximations only (e.g. weights, dimensions, values in use, allowable loads, tolerances or technical data) unless exact conformity is necessary for the goods to be used for the contracted purpose. Any reference to technical standards only describes our Service and does not guarantee certain characteristics.

If we provide advice or technical information that is not included in the agreed-upon scope of Service, the advice or information will be provided without any liability whatsoever.

While providing the Service, if we realize that the Service cannot be provided due to technical or process reliability constraints or that specific Service requirements have to be modified, we will notify the customer and suggest alternatives wherever possible (change request). We will provide the customer with a supplementary offer in this regard. The customer must notify us in writing whether he

consents to the change; notification must be given without undue delay, but no later than within 10 business days of receiving the offer. Either party can rescind the contract if no agreement is reached. The customer must reimburse all the expenses that we have incurred up to that point. The customer is expressly prohibited from claiming damages as a result.

3 Prices, payment Our list prices apply, as they may change from time to time. Unless otherwise agreed, the prices are ex works and do not include value-added tax or additional services such as packaging, loading, freight, customs duties, out-of-pocket expenses, travel costs or other expenditures. The Service is deemed to be in compliance with promises or guarantees even if the actual Service deviates 10 % from such promises or guarantees (tolerance). In case of custom special orders, we may make excess or short deliveries of Services of up to 20% at the customer's expense.

If we incur additional costs because we have been given incomplete information, unclear objectives or unclear tasks which the customer fails to complete or correct despite being asked to do so, these additional costs will be charged separately based on the current list price as it may change from time to time.

Unless otherwise agreed, invoices are due immediately without any discounts. In determining timeliness, payment is deemed to be made when our account is credited. Cash discounts are only allowed with our express written permission.

We can demand advance payment and/or exercise a right of retention with respect to further performance in the event of a default in payment or reasonable doubt as to the customer's ability to perform. This also applies if our trade credit insurer refuses to insure the customer's receivable. A default in payment automatically voids any rebates, cash discounts and other incentives; interest amounting to 8 percentage points above the base interest rate (German Civil Code [BGB] § 288) will also become due.

The customer may only exercise a right of retention or a right of set-off if his claims against us are undisputed, upheld by final and absolute judgment or based on defects. If the agreed Service deadline is more than four months away, we reserve the right to make reasonable adjustments to our prices with one month's prior notice if cost reductions or increases result after the contract has been formed, including, but not limited to, reductions or increases resulting from collective bargaining agreements, changes in production costs, or changes in market prices for comparable products. We will provide evidence of the factors that led to the increase at the customer's request.

4 Delivery, passage of risk The Service/delivery is performed and the documents prepared in accordance with ICC Incoterms® 2010. The UCP 600 (Uniform Customs and Practice for Documentary Credits issued by the ICC Paris) apply.

We are allowed to provide the Service early, in parts, or in amounts that exceed or fall short of the contracted amounts as long as this is not unreasonable.

We will ship at the customer's risk and expense without guaranteeing that the cheapest method will be used. The delivery deadline is deemed to be met if the carrier picks up the shipment for shipping within that period; we assume no liability for carrier delays. We will insure the Service and/or shipping at the customer's expense if so instructed in advance by the customer.

Service deadlines or other deadlines promised in writing or verbally are only approximate unless we have agreed to a fixed Service deadline in writing. Service deadlines begin upon receipt of the order confirmation, but not before all

technical and commercial questions have been resolved or a required advance payment has been credited.

We will comply with Service deadlines subject to timely delivery by our own suppliers. We are not liable for faults of our suppliers; any claims for damages against these suppliers will be assigned to the customer. After a non-binding Service deadline expires, the customer may only withdraw from the contract after he has fixed in writing an additional period of at least 30 days for us to perform our obligations and warns us that he will refuse performance if we do not perform within this additional period.

Force majeure events, government actions, and other circumstances for which we are not at fault – for example, strikes, operational upsets, inability to procure permits, difficulties in procuring materials, civil unrest, embargoes – that render our performance or that of our suppliers impracticable or impossible other than temporarily, exempt us from our obligation to perform for the duration of their effects. We are not liable for impossibility or delays due to such events. The customer may ask us to declare within two (2) weeks whether we intend to withdraw from the agreement or perform within a fair and reasonable period. The customer may withdraw from the contract after fixing an additional reasonable period of time for us to perform the Service if he can no longer be reasonably expected to accept the Service for the above reasons. We may partially or completely withdraw from the contract if we cannot be reasonably expected to perform for the above reasons; this does not entitle the customer to damages. In this case, the customer is exempted from his obligation to render counter-performance. We will provide notification of delays regardless of their cause.

In the event of a delay in delivery due to slight negligence, our liability for liquidated damages for each completed week of delay is 0.5% up to a maximum of 5% of the pre-tax amount invoiced for the Service affected by the delay. We may furnish proof that the damages are smaller. In all other regards, our liability is governed by the liability provisions of these Terms.

5 Retention of title The customer will grant us the following security until the settlement of all the claims (including any and all outstanding balances on running accounts) that the customer owes to us now or in the future on any legal grounds whatsoever; we will release the security at our option on request insofar as its value exceeds the claims by more than 20%:

We retain title to the Service until all payments owed under the business relationship have been received. The following applies during the retention of title:

- The customer keeps the Service in good condition. The customer insures the Service for our benefit at the customer's expense against theft, breakage, fire, water and other perils to the extent that the customer can be reasonably expected to do so. Proof of insurance must be presented on request.

- The customer has a revocable right to sell and process the Service in the ordinary course of business, provided he is not in default. The Service may not be pledged or assigned as security.

- The customer now hereby assigns to us, as security, claims arising from the resale of the Service, in lieu of the Service, or otherwise in respect of the Service (e.g. insurance, tort), including all ancillary rights, regardless of whether or not the Service is processed before it is resold. We hereby accept the assignment.

- The customer has a revocable right to collect the claims assigned to us in the customer's own name and for our

account. Our right to collect the claims ourselves remains unaffected thereby. We have the right of disclosure.

We may withdraw from the contract and require the customer to immediately restore the Service to us or, if applicable, assign his rights of restoration against third parties if the customer breaches the contract by, without limitation, defaulting on payments or filing for bankruptcy (enforcement event). The customer has no right of retention in this case. This is without prejudice to claims for damages, including claims for compensation of lost profits. We can satisfy the debt owed by selling the repossessed Service by private contract.

6 Defects The customer must carefully inspect the received Service without unreasonable delay upon receipt. We must be notified of any defects in writing without unreasonable delay ("notice of defects"). Damages sustained in transit or during shipping must be documented vis-à-vis the carrier. German Commercial Code [HGB] § 377 applies in all other regards. If no notice is given, the Service is deemed to be free from defects and in conformity with the purchase order, unless the defect in question was not detectable during the inspection. Notice of such defects must be given immediately after discovering them.

Any resale, installation or other use of an allegedly defective Service is deemed approval of performance as contracted, and to that extent precludes the possibility of claims for defects.

Any negotiation on our part about notices of defects does not constitute a waiver of the defense that the notices were late, unsubstantiated or otherwise insufficient. Damage reduction measures do not constitute an acknowledgement of defects.

We are entitled to deviate from the stipulated quality or quantity standards due to the materials, or to modify the Service to reflect technical progress in terms of construction, design, dimensions, weight or color within the customary industry tolerances, provided (a) this does not restrict the usability of the Service for the contracted purpose, (b) no contractual guarantee exists, and (c) the customer can be reasonably expected to accept the change(s) and/or deviation(s) in light of an objective assessment of all circumstances.

If the Service is defective, we will discharge our obligation to remedy the defect by, at our option, repairing the defective Service or replacing it with a non-defective Service. If we decide to provide a replacement, we may stipulate that it can only be provided concurrently with the return of the defective Service. Replaced parts become our property.

We extend no warranty in cases of inappropriate or improper use or repairs, failure to follow the user manual, improper or negligent handling or storage, unless we are at fault for such cases.

The customer only has remedies over against us as set forth in German Civil Code [BGB] § 478 to the extent that the customer's agreements with the consumer do not go beyond the statutory claims for defects. The period of limitation is only tolled in accordance with German Civil Code [BGB] § 479 if the customer has demonstrably extended a warranty to his own customer.

Any further claims or claims not governed by these Terms that the customer may have due to a defect are excluded.

7 Liability We have unlimited liability under statutory provisions for fraud, willful misconduct, personal injuries, guarantees of certain characteristics, wherever the losses are covered by our general liability insurance, and under the German Product Liability Act [Produkthaftungsgesetz]. We are also liable for grossly negligent breaches of duty as provided for by statute; only if the grossly negligent breach of duty pertains to an immaterial contractual obligation is our liability limited to the foreseeable losses which are typical for the contract.

In the case of slight negligence, we are liable for breaches of material contractual obligations, but only for the foreseeable losses which are typical for the contract and which could be expected to occur. We assume no liability whatsoever in any other case.

Material contractual obligations are obligations (a) whose satisfaction is essential to the proper performance of the contract and (b) upon whose satisfaction the customer does and may reasonably rely.

The liability exclusions and limitations also apply to our directors, officers, legal representatives, employees, and other agents for whom we are vicariously liable. Contributory fault by the customer reduces our liability accordingly.

8 Liability limitation Where liability is limited to the foreseeable losses which are typical for the contract, our liability for each loss occurrence is limited to EUR 100,000.00 for property damage and EUR 200,000.00 for other types of damage; the total liability for all damages within a given calendar year is limited to twice these amounts. This limitation does not apply if greater losses are covered by the existing general liability insurance policy.

The limitation period for claims for defects expires within one (1) year of handover/delivery unless otherwise agreed or unless the law prescribes longer periods, for example, in cases of fraud, willful misconduct, personal injury and under the German Product Liability Act.

9 Intellectual Property Rights, Confidentiality, Data Protection In the exceptional case where we assume the legal responsibility for third-party intellectual property rights under a written agreement, the following shall apply: If using the Service infringes on industrial property rights or copyrights, we shall, at our expense and option, either procure a license for the customer, modify the Service to be non-infringing, or replace the Service with a non-infringing Service. If this is impracticable for us, the customer can assert all statutory rights. This obligation only exists if the customer notifies us of asserted claims without undue delay, refuses to acknowledge the infringement and we retain all options to defend ourselves. If the customer stops using the Service to reduce damages or for other good reasons, the customer must advise the third party that this suspension of use does not constitute an acknowledgement of infringement. The customer bears the risk for transporting the Service to any country other than the contracting party's country.

The customer may not assert claims for infringements which are his responsibility or which are caused by the customer's special requirements, by a use which we could not foresee, or by the customer changing the contract subject matter or using it with services which we did not supply. The customer hereby holds us harmless from all third-party claims and will pay reasonable court costs, our reasonable attorneys' fees and the third party's reasonable attorneys' fees as demanded by third parties due to the violation of third-party rights.

The customer will keep all the contents of the contract strictly confidential, including, but not limited to, prices, discounts, know-how and other business secrets, and will refrain from disclosing or otherwise making available to third parties any information, documentation, drawings or other documents without our express written approval. This does not, however, apply to contents which are publicly known without violating the non-disclosure obligation. The customer will impose the same non-disclosure obligation on his employees and associate companies and on third parties to whom the contents are disclosed.

We may use the customer (including his logo, brand) and the project as a reference as long as the customer does not object giving good cause.

The customer consents to our processing his data (communication data, responsible employees, nature and extent of the customer's purchase orders, etc.) for contract administration and execution. We may also use the data to inform the customer about our products and Service if they are typically used in connection with the products and Service that the customer has purchased from us.

10 Final provisions These Terms also apply to the customer's associate companies within the meaning of German Companies Act [Aktiengesetz] § 15. The customer will bind his associate companies to observe these Terms.

Amendments and modifications hereto that are not based on an individual agreement must be made in written form (including fax). This also applies to a waiver of the written form requirement. If any provisions of these terms are or become invalid, the validity of the remaining provisions shall be unaffected thereby.

The customer may not assign to third parties any rights granted in this contract without our consent. German Commercial Code [HGB] § 354 a remains unaffected thereby.

The German wording controls in cases of doubt if the contract or the Terms are drawn up in more than one language.

German law applies unless national law inevitably conflicts with it.

Unless otherwise agreed and irrespective of the agreed upon Incoterm, the place of our registered office is the place of performance and jurisdiction, including with respect to warranty claims. We are, however, entitled to bring action against the customer at the court that has jurisdiction over the place of the customer's residence.

The Zurich Arbitration Court has jurisdiction over all legal disputes with customers outside the EU arising out of or in relation to the contract in accordance with the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The court of arbitration consists of three arbitrators. The seat of the arbitration shall be in Zurich, Switzerland. The arbitration proceedings will be conducted in the contract language.

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