

1. Scope of Application
 - 1.1 These General Terms & Conditions of Purchase ("GTCP") shall apply exclusively; any other conditions or deviating conditions of the Seller will not be accepted by BIOTRONIK SE & Co. KG (hereinafter referred to as BIOTRONIK), unless BIOTRONIK has expressly approved in writing of such other conditions. These GTCP shall also apply if the products are accepted by BIOTRONIK without reservation with BIOTRONIK being aware of the existence of adverse conditions or other conditions deviating from these GTCP. These GTCP shall also apply to future transactions, even in case such future transactions are carried out without any further reference to these GTCP.
 - 1.2 These GTCP shall only apply vis-à-vis entrepreneurs within the meaning of Section 14 in connection with Section 310 subpara. 1 German Civil Code (BGB).
2. Offer and Conclusion of Contract
 - 2.1 All agreements made between BIOTRONIK and the Seller in connection with purchasing agreements (orders) shall be put into writing in the relevant orders, in these GTCP as well as the relating offers. Oral agreements shall be excluded.
 - 2.2 The Seller shall accept orders from BIOTRONIK within ten working days. After expiry of this period BIOTRONIK shall no longer be bound to the respective order.
3. Prices and Terms of Payment
 - 3.1 The price stipulated in the order shall be binding and shall, subject to any other provisions, include „free domicile“ delivery, including packaging and applicable statutory VAT. Any return of packaging requires a separate agreement.
 - 3.2 Invoices may only be handled by BIOTRONIK if the order numbers of the relevant orders are stated in the invoice. The Seller shall be liable for any consequences of the failure to fulfil this provision, unless, however, the Seller may present proof that the consequences are not due to the Seller's fault.
 - 3.3 Subject to any other provisions BIOTRONIK shall pay the purchase price within 30 days from delivery and receipt of invoice, less trade discount in the amount of 2 %, or within 45 days without deduction.
 - 3.4 BIOTRONIK shall be fully entitled to claim statutory set-off and retention rights as well as the defence of non-fulfilment of contract. BIOTRONIK shall be entitled to assign to third parties any of its rights from the order without the Seller's approval.
- 3.5 Without the prior written approval of BIOTRONIK the Seller may not assign to third parties any of the rights it may have against BIOTRONIK.
4. Term and Place of Delivery
 - 4.1 The term of delivery stated in the order and the place of delivery shall be binding.
 - 4.2 The Seller shall forthwith inform BIOTRONIK in writing of any non-fulfilment of delivery terms which are threatening or have occurred, as well as of the grounds therefore and the expected duration of the delay. The foregoing shall not affect the occurrence of a delay in delivery.
 - 4.3 In each case of delay in delivery BIOTRONIK shall fully be entitled to the statutory claims. BIOTRONIK shall, after expiry of a reasonable period, in particular be entitled to claim damages in lieu of performance. If BIOTRONIK claims damages the Seller shall be entitled to present proof to BIOTRONIK that the violation of contract was not due to the Seller's fault. Unconditional acceptance of the delayed delivery or the delayed services shall not be deemed to be a waiver of any claims BIOTRONIK may have for compensation based on such delay.
 - 4.4 Subject to the express and written approval of BIOTRONIK partial deliveries shall be excluded, however, the approval may not be unreasonably withheld.
 - 4.5 The Seller shall in all shipping documents and delivery notes state the exact BIOTRONIK order number. If the Seller fails to do so, BIOTRONIK shall not be accountable for any delays in the handling of orders due to such failure.
5. Passing of Risk

The risk of accidental perishing or deterioration with respect to the products shall pass to BIOTRONIK upon proper and complete free domicile delivery to the delivery address mentioned in the order.
6. Claims for Defects
 - 6.1 With respect to the obligations of BIOTRONIK to inspect defects and give notice of defects the separate agreements between the Seller and BIOTRONIK made within the existing quality supply agreement shall apply. If no such quality supply agreement does exist BIOTRONIK shall examine the products within a reasonable period of time with regard to any deviations in quantity or quality, provided that this is reasonable within the ordinary course of business. A notice of defect shall be deemed to be given in due time if received by the Seller within a period of five working days from receipt of the goods, or in case of hidden defects from the time the defects have been detected.

- 6.2 BIOTRONIK shall be entitled to full statutory claims for defects; however, BIOTRONIK shall in any case choose to request from the Seller either removal of the defects or delivery of a replacement. BIOTRONIK expressly reserves the right to claim damages, in particular, claim damages in lieu of performance. If the Seller is in default, BIOTRONIK may remove the defects itself at the Seller's expense.
- 6.3 The period of limitation shall be 36 months from the passing of risk, unless the mandatory regulations of Sections 478, 479 of the German Civil Code apply.
7. Product Liability
- 7.1 With respect to any claims for damages third parties may have against BIOTRONIK for defective products due to the fault of the Seller, the Seller shall upon first demand indemnify BIOTRONIK from all claims, provided, however, that the defect is due to the fault of the Seller.
- 7.2 Within the Seller's liability for cases of damage within the meaning of Section 7.1, the Seller shall also reimburse BIOTRONIK for any expenses arising from or in connection with product recalls by BIOTRONIK. BIOTRONIK shall inform the Seller – to the extent this is possible and acceptable – of the content and scope of the relevant recall measures and enable the Seller to respond. The foregoing shall not affect any further claims BIOTRONIK may have under applicable law.
- 7.3 The Seller shall effect a product liability insurance with a reasonable product related and branch-specific coverage and shall maintain such insurance for the duration of this Agreement, i. e. until expiry of the period of limitation for warranty claims pursuant to Section 6.3; upon request the Seller shall present proof to BIOTRONIK of the existence of such insurance and the self-insured retention (SIR) which may not exceed EUR 0.5 million. Any further claims for damages by BIOTRONIK shall remain unaffected.
8. Industrial Property Rights
- 8.1 The Seller warrants that no rights of third parties are violated in connection with its deliveries.
- 8.2 If in this connection any claims are asserted against BIOTRONIK by third parties the Seller shall upon first written demand indemnify BIOTRONIK from such claims; without the Seller's approval BIOTRONIK shall with respect to such claims not be entitled to enter into any agreements, in particular no settlement agreements, with the third party.
- 8.3 The Seller's obligation to indemnify shall refer to all costs reasonably incurred by BIOTRONIK from or in connection with any claims made against it by third parties unless, however, the Seller is able to prove that the violation of the industrial property rights of the third party is not attributable to the Seller's fault.
- 8.4 With respect to the above indemnity claims the period of limitation pursuant to Section 6.3 above shall apply.
9. Retention Rights and Confidentiality
- 9.1 If BIOTRONIK provides parts to the Seller, such parts shall be the sole property of BIOTRONIK, with all rights reserved. Any processing or alteration by the Seller shall be deemed to be made on behalf of BIOTRONIK. If the goods which are subject to retention of title are processed by BIOTRONIK by using other things not being the property of BIOTRONIK, or if they are inseparably combined with other things, BIOTRONIK shall gain the co-ownership of the new product in a proportion of the value of its own products (wholesale price plus VAT) to the other processed or combined things as of the time of such processing or combining. If as a result of such combining the Seller's product has to be considered to be the main product, the Seller shall transfer to BIOTRONIK the co-ownership on a pro-rata basis; the Seller shall retain full ownership or co-ownership on behalf of BIOTRONIK.
- 9.2 Tools shall be the sole property of BIOTRONIK, with all rights reserved; tools shall be used by the Seller exclusively for the manufacture of the goods ordered by BIOTRONIK; the Seller shall at its own expense insure the tools of BIOTRONIK at replacement value against fire, water and theft. The Seller shall as a precaution hereby assign to BIOTRONIK all compensation claims under such insurance; BIOTRONIK hereby accepts the assignment. With respect to the tools of BIOTRONIK the Seller shall at its own expense and in due time carry out the necessary maintenance and inspection measures as well as servicing and repair measures. The Seller shall forthwith inform BIOTRONIK of any breakdowns; if the Seller intentionally fails to do so, BIOTRONIK shall reserve the right to claim damages. With respect to tools whose ownership is transferred from the Seller to BIOTRONIK and which remain with the Seller, the parties hereby enter into a transfer of ownership agreement (*Besitzkonstitut*). Under this transfer of ownership agreement the Seller possesses and BIOTRONIK owns the tool. The Seller shall not have any right of retention.
- 9.3 If and to the extent the retention rights of BIOTRONIK pursuant Sections 9.1 and 9.2, above, exceed the wholesale price of all still unpaid goods which are subject to retention of title by more than 10 %, BIOTRONIK shall at its own discretion release the retention rights upon the Seller's request.

9.4 Images, drawings, calculations and other documents and information shall be the sole property of BIOTRONIK, with all rights reserved. Images, drawings, calculations and other documents and information shall not be disclosed to any third parties. No disclosure shall be made without the express written approval of BIOTRONIK. Images, drawings, calculations and other documents and information may exclusively be used for the manufacture in accordance with the orders placed by BIOTRONIK; after the completion of an order all images, drawings, calculations and other documents and information shall without further request be returned to BIOTRONIK. This confidentiality obligation shall also apply after the termination of this Agreement; it shall, however, expire if and to the extent the production knowledge included in any of the disclosed images, drawings, calculations or other documents and information has become generally known.

10. Export-/Import Regulations

10.1 With respect to the certificates of origin requested by BIOTRONIK the Seller shall indicate the required information and immediately provide BIOTRONIK with such certificates. The same shall apply to VAT statements for foreign and intra-community shipments.

10.2 The Seller shall forthwith inform BIOTRONIK if a delivery as a whole or in part is subject to any export restrictions.

10.3 The Seller guarantees compliance with the provisions regarding the „secure supply chain“, as, for example, expressed in the Regulations of the Council 2580/2001 and 881/2002. This means, in particular, that the Seller shall ensure that any goods to be manufactured, stored or to be made available for transport shall only be manufactured or stored at safe manufacturing facilities, and that transport is safe and the goods are protected from unauthorised access, and that all personnel in charge is trained for that purpose. All business partners of the Seller shall equally be bound to such obligations.

10.4 The Seller guarantees compliance with all applicable export-/import regulations and, if applicable, the relating embargo provisions, export bans or sanctions. For that purpose the Seller shall, by using the appropriate organisational measures, ensure that in particular, applicable EU regulations and, if applicable, corresponding US regulations are fulfilled.

11. Place of Jurisdiction; Place of Performance; Governing Law

11.1 If the Seller is an entrepreneur within the meaning of Section 14 German Civil Code (BGB), the place of jurisdiction shall be the

place of the registered office of BIOTRONIK. However, BIOTRONIK may also bring an action against the Seller before the courts of the Seller's registered office.

11.2 Subject to any other conditions mentioned in the order, place of performance shall be the registered office of BIOTRONIK.

11.3 If any of the provisions of these GTCP are or turn out to be invalid, the invalid provisions shall be replaced by valid provisions that come as close as possible to the economic purpose. The invalidity of any of the provisions hereunder shall not affect the validity of the remaining provisions.

11.4 This Agreement shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

NOTE

By accepting these GTCP the Seller agrees, until cancelled, with the electronic storage and processing of its personal data to the extent this is required for proper fulfilment of the contractual relations.

Berlin, September 2013

BIOTRONIK SE & Co. KG