

General Terms And Conditions

1. *Scope and Purpose*

- 1.1 These general terms and conditions (GTCs) apply to all contract services of CTI Vascular AG, Industriepplatz 1, Gebäude 53, CH-8212 Neuhausen am Rheinfall, CHE-221.139.633 (CTI Vascular, collectively with the customer referred to as the '**parties**', and individually, each one referred to as '**party**') and are valid from October 1, 2017. GTCs are communicated to the customer together with the contractual offer and are accepted without contradiction in the contract conclusion. They apply for the duration of the business relationship. Any other terms, contradictory or additional agreements deviating from the GTCs need to be included into the contract to be valid.
- 1.2 CTI Vascular offers consulting services and project work in the field of medical devices. These GTCs apply to the consulting services and project work in the field of medical devices as well as to other services which CTI Vascular provides directly and indirectly to the customer.

2. *Contract offer and conclusion of the contract*

- 2.1 After completing the order, CTI Vascular submits a free of charge contract offer to the customer. A contract offer is binding for CTI Vascular during the period specified therein. If no deadline is specified in the contract, CTI Vascular is bound to it for five working days.
- 2.2 As soon as the customer signs the contract, a legally binding contract is established.

3. *Prices and Services*

- 3.1 Unless otherwise agreed (in other currencies), all prices are in Swiss francs (CHF). All prices are exclusive value-added tax (VAT) as well as exclusive other applicable taxes. Any taxes that may be applicable are borne by the customer. CTI Vascular reserves the right to change prices at any time. The prices valid at the time of conclusion of the contract apply to the customer.
- 3.2 The contract provides information on the agreed services and prices.
- 3.3 Reimbursements for agreed services, which are not used by the customer or which are terminated by the customer prematurely, are not possible.
- 3.4 Compensation for the services and expenses provided by CTI Vascular is also owed if a contract cannot be executed because the customer has not performed his responsibilities or has not met requirements (e.g. missing data, missing attendants, etc.).

4. *Fulfillment of Orders*

- 4.1 The fulfillment of orders is carried out in accordance with the current state of science and technology.
- 4.2 CTI Vascular exclusively carries supervising authority over its employees. CTI Vascular is entitled to use third parties to carry out orders. However, CTI Vascular always remains directly committed to the client. CTI Vascular appoints the service-rendering function(s) in the contract. If these function(s) are prevented from performing, CTI Vascular provides a replacement if possible.

5. *Payment*

- 5.1 The customer is obligated to pay the invoiced amount within 30 days from the date of the invoice, unless he has already paid the amount by credit card, Paypal or other payment systems during the ordering process.
- 5.2 If the invoice is not settled within the period of payment as per clause 5.1, the customer is served a dunning letter. If the customer fails to pay the invoice within the stipulated deadline, he automatically defaults. From the time of delay, CTI Vascular reserves the right to charge the customer default interest of 5%.

5.3 CTI Vascular reserves the right to demand advance payment at any time without justification. It is not permissible to offset the invoiced amount with a possible demand of the customer against CTI Vascular.

5.4 5.4 CTI Vascular has the right to refuse service or the execution of the project in case of default of payment.

6. Termination

6.1 Each party has the right to terminate the contract at any time while respecting the contractually agreed deadlines. The terminating party shall pay the expenses already incurred by the other party in full. If the contract is terminated by the customer at an untimely time, the customer will be charged for the costs caused by the cancellation. The exact amount will be communicated to the customer when the contract is concluded.

7. Warranty and Liability

7.1 CTI Vascular warrants professional knowledge and care in carrying out the tasks assigned. In addition, any warranty or liability of CTI Vascular in particular for the success of the customer, for lost profit or other consequential damages is excluded.

8. Non-Disclosure and Privacy Protection

8.1 The employees of CTI Vascular commit to maintain secrecy. Information from consultancy and / or project orders to third parties shall only be given with the consent of the persons concerned. Information based on the provisions of the Information and Data Protection Act are reserved.

9. Severability Clause

9.1 Should a provision of the contract and / or of these GTCs be or become invalid in whole or in part, the validity of the remaining provisions of the contract or these terms shall remain unaffected thereby. In this case, the parties commit to replace the invalid provision with an effective provision which comes closest to the intended economic purpose of the invalid provision. This also applies to any contractual gaps.

10. Force majeure

10.1 If the timely fulfillment by CTI Vascular, its suppliers or contracted third parties is prevented as a result of force majeure, CTI Vascular shall be exempted from the fulfillment of the duties concerned during the period of force majeure as well as a reasonable start-up time. If the force majeure lasts longer than 30 days, CTI Vascular can withdraw from the contract. CTI Vascular shall reimburse the customer for the full amount already paid.

10.2 Force majeure as defined in clause 10.1 shall include all unforeseeable events as well as events whose impact on the fulfillment of the contract is not the responsibility of any contracting party. These include natural catastrophes, earthquakes, volcanic eruptions, avalanches, storms, wars, civil unrest, revolutions and revolts, terrorism, sabotage, strikes and nuclear accidents, reactor damages.

10.3 Any further claims, in particular claims for damages due to force majeure, are excluded.

11. Applicable Law and Place of Jurisdiction

11.1 Only Swiss law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The court of jurisdiction is Schaffhausen.

11.2 The parties agree to the exclusive jurisdiction of the courts of record [at the headquarters of CTI Vascular in Neuhausen am Rheinfall, Canton Schaffhausen, Switzerland] for any disputes arising out of or in connection with these GTC and all contracts concluded on the basis thereof.