

# Standard Business Terms

Last updated: October 2018



## I. Scope of application

Note: These Standard Business Terms apply exclusively to the customers of ifa united t-tech, Inc. The following provisions apply to all supplies of goods and services from ifa united i-tech, Inc. They likewise apply to all future business relationships, even if they are not expressly agreed again. The provision of ifa software is governed by the respective license agreements and General License Terms.

Maintenance (runtime licenses, RTL) for software products is conclusively governed by the respective maintenance contracts and the General RTL Conditions.

The performance of remote service is governed by the contract data processing agreement, which may be concluded at the customer's request.

## II. Contract conclusion; Offers

### 1. Unrestricted application

- 1.1 The ifa united i-tech, Inc. Standard Business Terms apply on an exclusive basis.
- 1.2 If the customer also uses standard business terms, a contract is concluded even without express agreement on the inclusion of standard business terms. Insofar as the different standard business terms are identical in content, they shall be deemed to have been agreed. Contradictory individual provisions shall be replaced by a provision that may be adapted from separate statutory provisions by agreement of the parties. The same applies in the event that the terms and conditions of the customer contain provisions which are not included under these Standard Business Terms. If these Standard Business Terms contain provisions that are not contained in the customer's terms and conditions, the provisions of this contract shall apply.

### 2. Contract conclusion

Offers from ifa united i-tech, Inc. are subject to change and non-binding unless they have been expressly designated as binding. We reserve the right to make reasonable changes to the respective goods and services.

Insofar as services from ifa united i-tech, Inc. are provided free of charge, this does not give rise to a claim on the part of the customer that such a service will also be provided at a later point in time free of charge.

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## 3. Performance

ifa united i-tech, Inc. is entitled to use third parties for the provision of its services. ifa united i-tech, Inc. shall perform contracts in accordance with the principles of proper professional practice, taking into account the state of the art.

## 4. Delivery and performance

Delivery dates or deadlines that have not been expressly agreed as binding are exclusively non-binding. The specified delivery period only begins when all technical issues have been clarified. Similarly, the customer must fulfill all obligations incumbent upon it in an orderly and timely manner.

## III. Purchase of hardware by the customer

### 1. Timely self-supply condition

Our performance is subject to correct and timely delivery by our own suppliers. ifa united i-tech, Inc. will immediately inform the customer about the non-availability of any relevant goods or services.

### 2. Partial deliveries and partial performance

ifa united i-tech, Inc. may make partial deliveries and partial performance at any time, insofar as this is reasonable for the customer.

### 3. Passage of risk of risk - shipment

- 3.1 Loading and shipment are carried out uninsured and at the customer's risk. ifa united i-tech, Inc. will endeavor to take the wishes and interests of the customer into account with regard to the method and route of shipment. Should this result in additional costs – even if carriage paid has been agreed – these shall be borne by the customer.
- 3.2 At the request and expense of the customer, ifa united i-tech, Inc. will arrange transport insurance to insure a shipment.

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## 4. Retention of title

- 4.1 All goods that have been delivered (goods subject to retention of title) remain the property of ifa united i-tech, Inc. until all claims, including all current account balance claims to which ifa united i-tech, Inc. is entitled against the customer now or in the future, have been satisfied. In the event of a breach of contract on the part of the customer, e.g. default in payment, ifa united i-tech, Inc. has the right to take back goods in which title has been retained after setting a reasonable deadline. If ifa united i-tech, Inc. retakes possession of goods in which title has been retained, this represents revocation of the contract. If ifa united i-tech, Inc. attaches goods in which title has been retained, this likewise represents revocation of the contract. ifa united i-tech, Inc. is entitled to sell goods in which title has been retained after retaking possession. After subtracting a reasonable amount to cover the costs of sale, the proceeds from the sale are to be offset against the sums owed to ifa united i-tech, Inc. by the customer.
- 4.2 The customer must treat goods in which title has been retained with care and insure them sufficiently at replacement value at its own expense against fire, water and theft. Maintenance and inspection work that becomes necessary must be carried out by the customer at its own expense and on a timely basis.
- 4.3 If third parties assert a claim against goods in which title has been retained, in particular attachments, the customer shall notify such third parties of ifa united i-tech, Inc.'s ownership and inform ifa united i-tech, Inc. immediately so that ifa united i-tech, Inc. can enforce its ownership rights. If the third party is not in a position to reimburse ifa united i-tech, Inc. for the judicial or extra-judicial costs incurred in this connection, the customer shall be liable for such amounts.

## 5. Installation requirements

The customer must ensure that the environmental and electrical connection conditions required for safe operation of the system are satisfied:

## 6. Environmental conditions

The following environmental conditions must be guaranteed:

- Room temperature between 18 and 25 degrees Celsius;
- Humidity between 40 % and 65 %;
- Direct sunlight on system components must be avoided;
- Dust generating devices must be removed from the central unit (server) room;
- Sufficient air circulation to avoid excessive heating of the central unit;
- Vibration-free location;
- Antistatic floor covering (antistatic mat if applicable).

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## 7. Electrical connection conditions

The following electrical connection requirements conditions must be guaranteed:

- The central unit (server) and monitor as well as other components must be supplied separately from other power consumers via a separate circuit;
- In the event of expected faults in the primary supply (e.g. temporary grid disruption or under- or overvoltage of more than 10 %), internal sources of faults (electrical doors, an in-house X-ray system, refrigerators on the same circuit), a voltage stabilizer must be connected upstream depending on the type of fault;
- Data lines must be screened and laid separately from electrical cables.

Trouble-free operation of the systems can only be ensured by adhering to these conditions. The current installation instructions apply to installation work.

Readiness for operation of any objects installed will be verified by means a successful functional test with the test procedure developed by ifa united i-tech, Inc.; the results are to be acknowledged by the customer by countersigning the acceptance certificate. If the customer does not sign the acceptance certificate despite a successful functional test, readiness for operation shall nevertheless be deemed accepted on the date of the functional test if the customer, although ifa united i-tech, Inc. has set a grace period of at least two weeks with reference to the consequences of the expiry of the period, does not declare it's ready for operation even within the grace period.

If installation work owed by ifa united i-tech, Inc. cannot be carried out after delivery for reasons for which the customer is responsible, readiness for operation is deemed to be accepted at the time of delivery if the customer, although ifa united i-tech, Inc. has set a deadline of 30 days with reference to the consequences of the expiry of the deadline, does not permit installation within this deadline.

ifa united i-tech, Inc. assumes no obligation to connect any products it delivers to devices of the customer from other manufacturers.

## IV. Training and workshop conditions

Training services and workshops (hereinafter also referred to as "events") provided by ifa united i-tech, Inc. are subject to Articles IV. and VI. of these Standard Business Terms.

### 1. Training services provided by ifa united i-tech, Inc.

Training provided by ifa united i-tech, Inc. will be held at the offices of ifa united i-tech, Inc. in the form of courses offered on a separate basis. At the customer's request, training sessions may also be held on the customer's premises by prior arrangement with ifa united i-tech, Inc. Training may also be offered via remote access (webinars). Courses are offered based on the contract data processing agreement. The scope and content of training courses as well as

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costs/attendance fees are as provided in the current ifa united i-tech, Inc. training terms or other written agreements with the customer.

## 2. Trainings, webinars and workshops

### 2.1 Attendance at trainings, webinars and workshops

Events sponsored by ifa united i-tech, Inc. are aimed at physicians and medical specialists. The number of attendees is limited for all events to guarantee quality.

### 2.2 Attendance fees

Attendance fees are listed in the invitations or the calendar of events and will be confirmed again in writing in the booking confirmation. If an event is free of charge, this is stated under "Attendance fee" in the invitation. The attendance fee includes training materials and beverages. Attendance fees will not be refunded if a registered attendee does not attend the event without timely cancellation.

### 2.3 Completion certificates / attendance certificates

All seminar attendees will receive a certificate of completion or a certificate of attendance.

### 2.4 Payment terms

Invoicing for the total attendance fee will be performed by ifa united i-tech, Inc. Payment must be received no later than 14 days before the date of the event.

## 3. Registration

By registering for an event, the customer acknowledges these Standard Business Terms. Binding registration may be made in writing, by fax, by email or by regular mail by fully completing and signing the registration form. For organizational reasons, attendance without prior registration and confirmation of registration is only possible in exceptional cases.

Registration confirmations are issued in the order in which registrations are received and confirm the binding nature of the registration. Registration becomes binding only upon receipt of a registration confirmation. If you do not receive confirmation at least two weeks before the date of the event, please call the telephone number provided on the registration form to ask whether your registration was received.

## 4. Cancellation policy

Cancellation of a booked event without charge – including in the case of important or special grounds – must be submitted in writing and at the latest 14 days before the start of the event.

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One-half of the attendance fee will be charged in the event of a later cancellation up to 24 hours before the start of the event. In the event of a cancellation less than 24 hours before the start of the event, the full attendance fee will be charged. The date of receipt of the cancellation by ifa united i-tech, Inc. is decisive.

If cancellation without charge is no longer possible, the attendee may send someone to take their place at the event. However, in the event of cancellation or non-appearance on individual days of an event lasting several days, the entire event fee must be paid / is owed. This does not apply if the customer can prove that ifa united i-tech, Inc. has been significantly spared expenses as a result.

## 5. Conducting the events

Events will be conducted according to the information provided in the event descriptions. However, ifa united i-tech, Inc. reserves the right to make changes, provided that they do not fundamentally change the objective of the event.

There is no entitlement to a specific event manager. There is no entitlement to receive a refund for a day missed by the attendee.

ifa united i-tech, Inc. reserves the right to make holding an event dependent on reaching a minimum number of attendees. If the specified number of attendees has not been reached, attendees will be informed without delay, at the latest 14 calendar days before the scheduled start of the event.

ifa united i-tech, Inc. reserves the right to postpone an event on short notice or to cancel an event for good cause, for example in the event of illness of an event manager or failure to reach the necessary number of attendees.

Attendees will be notified at the address indicated on the registration form.

If an event is cancelled by ifa united i-tech, Inc., any attendance fees already paid will be refunded. The customer has no entitlement to the reimbursement of travelling and accommodation costs or other costs resulting from an absence from work, unless such costs are caused by grossly negligent or intentional actions on the part of ifa united i-tech, Inc.

## 6. Liability

Events are carefully prepared and conducted according to the current state of the art and knowledge. Attendees are responsible for the application of the contents of an event. ifa united i-tech, Inc. accepts no liability for any advice given or the application of any knowledge acquired.

## 7. Data protection

Contract processing and attendee administration is performed with the aid of electronic systems. By signing the registration form, the attendee agrees to the collection, processing and use of

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applicable data. ifa united i-tech, Inc. treats stored data or information of any kind about attendees and/or data related to internal business and/or company matters of attendees confidentially. The provisions of the General Data Protection Regulation (GDPR) of 27 April 2016 apply to the handling of personal data.

## V. Other services

At the request of the customer, ifa united i-tech, Inc. will provide further services (e.g. consulting, analyses), the content and scope of which are defined – generally in writing – when the order is placed.

The supply and installation of data and electrical cables at the installation site is not within the scope of the contract. This is done most logically by the in-house electrician. ifa united i-tech, Inc. is available in an advisory capacity.

Unless otherwise agreed in writing, training costs will be invoiced according to applicable hourly and daily rates.

Travel time for deliveries and training will be charged separately. For each hardware and software upgrade, delivery and installation costs shall be charged according to the applicable hourly and daily rates, or according to flat rates if agreed, in addition to the total amount stated in the system order, unless expressly agreed otherwise in the order.

## VI. General terms and conditions

### 1. Compensation

- 1.1 Compensation is as stated in the respective order confirmation.
- 1.2 ifa united i-tech, Inc. shall be reimbursed for material costs based on customary practice, if necessary upon presentation of receipts.
- 1.3 ifa united i-tech, Inc. shall be reimbursed for transportation, travel and accommodation costs in accordance with the price list.
- 1.4 Compensation is owed subject to the statutory value-added tax amount applicable to the month to which the invoice relates.

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## 2. Payment terms

- 2.1 Payment is due in full upon delivery or acceptance, unless otherwise stated in the order confirmation.
- 2.2 In the event of defects, the customer has no right of retention, unless the delivery is obviously defective or the customer obviously has a right to refuse acceptance of the work; in such a case the customer is only entitled to retention if the retained amount bears a reasonable relationship to the defects and the probable costs of cure (in particular repair of any defects). The customer is not entitled to assert claims and rights due to defects if it has not made payments when due and the amount outstanding (including any payments made) bears a reasonable relationship to the value of the good and services that are defective.
- 2.3 A cash discount may only be deducted if provided for in a separate written agreement between ifa united i-tech, Inc. and the customer.

## 3. Liability for defects in hardware and services

- 3.1 No claims based on defects may be asserted in the event of only minor deviations from the agreed quality or only minor impairments in usability.
- 3.2 ifa united i-tech, Inc. has the right to choose between curing a defect and a replacement delivery.
- 3.3 This is without prejudice to additional legal rights of the customer.
- 3.4 Warranty claims based on deficient services lapse after one year.
- 3.5 The customer is not entitled to any warranty rights if the customer itself has changed the goods and services provided, or had them changed by third parties, unless the customer proves that their change is not the cause of the claimed defect.
- 3.6 ifa united i-tech, Inc. does not assume any liability for ensuring that any goods and services provided meet the special requirements of the customer. This also applies to error caused by other third-party action, e.g. damage caused by malware (such as viruses).
- 3.7 If the customer has asserted warranty claims against ifa united i-tech, Inc. and it is determined that either there is no defect or ifa united i-tech, Inc. is not liable for the defect claimed, the customer shall reimburse ifa united i-tech, Inc. for all expenses incurred by ifa united i-tech,



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Inc. as a result, provided that the customer asserted a claim against ifa united i-tech, Inc. will fully or due to gross negligence.

## 4. Liability

- 4.1 Irrespective of the legal grounds, ifa united i-tech, Inc. shall be liable for damage that has not been sustained by the respective deliverable only in cases of
  - a) intent;
  - b) gross negligence on the part of the proprietor, executive bodies or executive employees;
  - c) culpable injury of life, limb or health;
  - d) defects and other circumstances that it fraudulently concealed;
  - e) or in the case of defects the absence of which it guaranteed, or to the extent that it has given a quality guarantee or any other guarantee.
- 4.2 In the event of culpable breach of material contractual obligations, ifa united i-tech, Inc. shall be liable in the event of simple negligence on the part of executive employees, limited to the reasonably foreseeable damage typical to the contract.
- 4.3 ifa united i-tech, Inc. shall likewise be liable in the event of grossly negligent and culpable violations of material contractual obligations by non-executive employees.
- 4.4 In the case of a breach of a material contractual obligation due to simple negligence, the obligation to pay compensation is also limited to foreseeable damages typical to the contract.
- 4.5 Further claims, in particular based on strict liability, are excluded.
- 4.6 This is without prejudice to liability under the Product Liability Act.

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## 5. Limitations period

- 5.1 The limitations period for claims and rights related to defects (material defects and defect in title) – on whatever legal grounds – is one year.
- 5.2 The limitations period pursuant to Section 5.1 shall also apply to claims for damages, irrespective of their legal basis. This applies likewise if the respective claims are not connected with a defect.
- 5.3 The limitations periods referred to in Sections 5.1-5.2 apply subject to the following provisions:
  - a) The statute of limitations does not apply in the event of intent;
  - b) The statute of limitations does not apply in the event of fraudulent concealment or in the event that a quality guarantee has been provided;
  - c) The statute of limitations does not apply to claims for damages in the event of injury to life, limb, health or freedom, in the event of a grossly negligent breach of duty, culpable breach of material contractual obligations or claims under the Product Liability Act.
- 5.4 Where reference is made to compensation for damages, this likewise covers claims to the reimbursement of expenses.
- 5.5 Statutory provisions on the commencement of the limitations period, extension of the period, the tolling and the recommencement of limitations periods shall remain unaffected, unless otherwise provided in the above provisions.

## 6. Set-off of counterclaims

The customer may only offset claims of the ifa united i-tech, Inc. in the event such claims are undisputed or have been finally established by a binding judgment.

## 7. Place of performance

The place of performance for supplies of goods and services is Frechen.

## 8. Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the location of the performing company. The same applies if customer does not have any general place of jurisdiction in

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the Federal Republic of Germany or if the customer's permanent residence or habitual residence is not known at the time the claim is filed. ifa united i-tech, Inc. remains entitled to bring or initiate legal action or other legal proceedings at the general place of jurisdiction of the customer. If the customer is not a merchant, a legal entity under public law or a special fund under public law, the statutory rules regarding the place of jurisdiction shall apply.

## 9. Applicable law

The law of the Federal Republic of Germany shall apply exclusively to all transactions.

## 10. Severability

If any individual provisions of this contract should prove to be invalid, the remaining provisions shall remain in full force and effect.