

General Terms and Conditions of Viant Aura GmbH

dd. August 2015

1. Scope

1.1 Our deliveries, services and other contractual performances are exclusively and with refusal of other contractual terms based on these General Terms and Conditions. This is also true when we, in knowledge of deviating terms and conditions, fulfil our contractual obligations. A contradiction to our General Terms and Conditions is only accepted within 2 working days after their receipt.

1.2 Our General Terms and Conditions also apply to future transactions with our contractual partners in the current version respectively. If the buyer/ customer has not objected to the new version within 2 business days after receipt of an order confirmation, the amendments shall be deemed accepted and have become part of the contract.

1.3 Our General Terms and Conditions apply only to businesses within the meaning of § 14 paragraph 1 of the German Civil Law Code ("Bürgerliches Gesetzbuch").

1.4 We reserve ownership and copyright to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties. This applies even without specific written reference to special confidentiality. Before forwarding those documents the buyer/ customer always requires our express written consent.

2. Contents of the contract

2.1 Our offers are non-binding. Decisive for the contract content is solely our order confirmation, unless it has been validly objected.

2.2 Any production of goods is carried out exclusively according to the instruction and guidance of the buyer/ customer.

2.3 Our scope of performance includes, but only if separately agreed upon with the buyer/ purchaser, counsel with respect to the products to be delivered or to be produced prior to delivery. Our scope of performance does not include a special usage of the product envisaged by the buyer/ customer, if this has not been agreed separately with us.

2.4 Our details regarding the item of delivery or regarding the contractual performance (for example weights, dimensions, application specification, load capacity, tolerances and technical data) as well as our displays of the same (for example drawings and illustrations) are only approximately authoritative unless

their usability for the contractually agreed purpose requires exact conformity. They are not warranted characteristics, but descriptions or identifications of the delivery or the contractual performance. The same applies to references to DIN or other standards or commercial usage. Customary deviations, minor technical deviations and deviations that are due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts shall be permissible insofar as they do not impair the usability for the contractually intended purpose. It is the responsibility of the buyer/ purchaser, whether the goods ordered by him are suitable for their intended purpose.

2.5 Application instructions are not binding, also with regard to rights of third parties.

3. Partial delivery / longer-term call-off contracts

3.1 We have, unless otherwise agreed in writing, the right to suitable partial deliveries, insofar as they are reasonable for the buyer/ purchaser; they are regarded as independent performances, in particular with respect to warranty claims. This applies even before expiry of the delivery time (advance delivery) and obligates the buyer/ purchaser to acceptance and payment or partial payment, unless otherwise agreed in writing.

3.2 If we conclude with the buyer/ customer longer-term call-off contracts, we are entitled to deliver monthly at least 80% of the total quantity that is allotted to that month; we are not obliged to deliver more than 120% of this monthly amount. If the buyer/ purchaser orders more than the originally agreed total amount, we are entitled, but not obliged, to supply the excess quantity at the same conditions; deviating written agreements are reserved.

4. Shipping

4.1 The shipment to another place than the place of performance is carried out exclusively at the request and on behalf of the buyer/ purchaser "ex works", unless otherwise agreed. The buyer/ customer hereby authorizes us revocably to assign a freight forwarder at our choice on his behalf and at his own expense with the shipment. The same applies if we carry out shipment by ourselves.

4.2 Insofar as we are obliged to take back packaging material, the return has to be made for us free of charge to the point of sale. A take back is excluded if we have enabled another company to meet the redemption obligations in accordance with § 11 German Packaging Ordinance. The buyer/ customer in this case is

obligated to have the packaging material ready and present it to the intermediary company.

4.3 If the buyer/ customer requests, we will cover the delivery by transport insurance; in this case the costs shall be borne by the buyer/ customer. Apart from that, we are entitled to conclude, in appropriate cases, appropriate transport insurance contracts without the buyers/ customers instruction at his expense, as long as a conflicting instruction is not received by us.

5. Duties of the buyer/ customer

5.1 The buyer/ customer is obliged to comply with all safety, testing and protection regulations, in particular those of the Medicines Act ("Arzneimittelgesetz"), the Medical Devices Act ("Medizinproduktegesetz") and the Product Safety Act ("Produktsicherheitsgesetz").

5.2 When passing goods delivered by us, the buyer/ customer is obliged to inform any other dealers and/ or customers in detail on the intended use and to enclose full and sufficient application guidelines and warnings as well as risk descriptions and to impose similar commitments on their own clients, buyers or dealers. In particular, the buyer/ customer has in relation to us his own comprehensive examination, testing and monitoring obligation with regards to all the goods delivered by us and with regard to possible damages of third parties. Any treatment, processing and further processing of the goods and products supplied by us is beyond our influence and control range and thus the exclusive liability is on the buyer/ customer, who is therefore also obliged to ongoing product monitoring.

6. Right of withdrawal

We are entitled to withdraw from the contract if a behaviour of the buyer/ purchaser exists that is unreasonable for us or represents gross breach of contract, the buyer/ customer has fallen into financial collapse ("Vermögensverfall") or otherwise is not creditworthy, we are prevented from fulfilling our contractual obligations due to force majeure, comparable circumstances or due to unforeseen obstacles and/ or obstacles we are not responsible for and that cannot be overcome with little inconvenience.

7. Prices/ payment

7.1 Our prices are net plus applicable VAT and appropriate packaging costs "ex works". Where allowed, for foreign transactions VAT is inapplicable with handover of the required

export certificate. Freight and insurance costs disbursed by us or that occur with us because of the contractual relationship are added as well as the cost of pallets and containers, unless they are used interchangeably.

7.2 If the delivery shall be carried out more than four months after the date of order confirmation, we can make a proper price change, in which the buyer/ customer as well as we are obliged to comply when the delivery/ performance includes to a not insignificant extent raw materials whose price has changed by more than 10% between order confirmation and delivery date. Notwithstanding the above, we calculate alloy surcharges amounting to the value on the day of delivery.

7.3 Our invoices are payable within 30 days from the invoice date without deduction. Other payment methods than Euro we accept only on account of performance and then only in the case of written confirmation. From the due date of the invoice amounts we are entitled to charge interest at the rate of 9% above the national rate. In case of doubts, payments are settled according to §§ 366 para. 2 and 1 of the German Civil Law Code ("Bürgerliches Gesetzbuch").

7.4 Offsetting against our claims is excluded, unless they are uncontested or legally established claims. Retention can only be asserted from the same legal relationship.

8. Delivery time/ event of default

8.1 Contractually scheduled or agreed delivery dates and periods are for us non-binding in the absence of other written agreements. When we exceed the delivery dates or periods the buyer/ customer may only withdraw from the contract in accordance with legal provisions if we are responsible for the breach of duty. The buyer/ customer shall declare within a reasonable time after our request whether he intends to withdraw because of the breach of the contract or insists on the performance. Any delay of obligations regarding payments or cooperation of the buyer/ customer extends agreed or set deadlines appropriately, but at least for a similar time period. The same applies to all cases of force majeure, comparable circumstances, for example such as strikes and lockouts, as well as for all performance obstacles unforeseeable by us and/ or unwarranted by us that cannot be overcome with reasonable expenses by us.

8.2 If dispatch and/ or acceptance is delayed for reasons for which the buyer/ customer is responsible, we are entitled, if the product is not accessed or removed within 5 working days

after notification of availability, to store the goods at the expense and risk of the buyer/ purchaser, charge him with the storage costs and and take all measures necessary for the preservation and safeguarding of the goods at the expense of the buyer/ purchaser.

8.3 Is the buyer/ customer in default of acceptance or violates other cooperation duties, we are entitled to claim the damage incurred including eventual additional costs. In this case, the risk of accidental loss or accidental deterioration passes to the buyer/ customer.

8.4 In cases of negligent property or pecuniary damage we and our vicarious agents are only liable only when we are in breach of a contractual obligation, but the amount is limited to foreseeable and typical contractual damages; material contractual obligations are those whose fulfilment characterizes the contract and to which the customer can rely. This limitation does not apply to damages resulting from injury to life, limb or health.

9. Retention of title

9.1 The Product shall remain our property until all our claims against the buyer/ customer from the business relationship are fulfilled. The buyer/ customer keeps the delivery item for us without charge. The buyer/ customer is obligated to handle the delivery item with care and to insure the item in particular against fire, water and theft damage at the value of the delivery item. Necessary maintenance and inspection work has to be carried out by the buyer/ customer in good time and at his own expense. If we withdraw from the contract because of a breach of contract by the buyer/ customer - in particular in the case of delayed payment - (liquidation event), we are entitled to reclaim the delivery item.

9.2 If the delivery item is processed by the buyer/ customer, it is agreed that the processing is carried out in our name and for our account as a manufacturer and we immediately acquire the property or - if the processing happens with materials of several owners or the value of the processed item is higher than the value of the delivery item - the co-ownership (fractional ownership) regarding the newly created object in proportion of the value of the delivery item to the value of the newly created item. In the event that no such acquisition of ownership occurs for us, the buyer/ customer by now transfers his future ownership or - in the abovementioned proportion - joint ownership of the newly created item as security to us. If the delivery item is combined with other items to form a

single item or is inseparably mixed and if one of the other items is to be regarded as the main item, we transfer, insofar as the other item does not belong to us, the joint ownership of the single item to the buyer/ customer in the ratio mentioned in sentence 1 of this par. 9.2.

9.3. The buyer/ customer is entitled to process and sell the delivery item in the normal course of business until the occurrence of the enforcement event (Section 9.1 of these General Terms and Conditions).

9.4. In case of the resale of the delivery item the buyer/ customer already now transfers all the resulting claims against the purchaser as a security to us - in case of joint ownership of the delivery item in proportion to the share of the ownership. The same applies to other claims that take the place of the delivery item or that otherwise arise with regards to the delivery item, such as insurance claims or claims because of tort, loss or destruction. We revocably authorize the buyer/ customer to collect the claims assigned to us in his own name. We may revoke this authorization to collect the claims only in case of their realization.

9.5 If third parties seize the delivery item, in particular by garnishment, the buyer / customer will point to our ownership and immediately inform us about this in order to enable us to enforce our property rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs arising in the context of enforcing our property rights, the buyer/ customer shall be liable to us in this regard.

9.6 We will release the delivery item as well as the items or claims that have substituted it on demand at our discretion, if their value exceeds the amount of the secured claims by more than 50%.

10. Examination and notification/ returns/ warranty

10.1 The buyer/ customer must check the goods immediately and report apparent defects within a period of 5 working days in detail in writing to us. At our request, the rejected delivery item must be returned to us, carriage paid. In case of justified complaint, we will reimburse the cost of the cheapest shipping route; this does not apply if the costs increase because the delivery item is located at a place other than the place of the intended use. The objected delivery item or any return has to be in its original packaging or in other suitable protective packaging so that damage due to faulty packaging is excluded. After expiry of the period allowed for sending notice of a defect warranty claims for obvious defects are excluded. Repairs, investigations and the like

do not mean a waiver of the objection of delay against raised complaints. The same applies to an ineffective or incomplete complaint.

10.2 The buyer/ customer is obligated to immediately cease handling, processing or further processing of the delivered goods and their resale when defects are detected.

10.3. In case of defects of the delivery item, we are at first obligated and entitled, according to our decision within reasonable period, to either repair or replacement. In case of failure, that is, the impossibility, unacceptability, refusal or unreasonable delay of repair or replacement, the buyer/ customer may rescind the contract or reduce the purchase price appropriately.

10.4. If a defect is our fault, the buyer/ customer may claim damages under the conditions specified in clause 11 of these General Terms and Conditions. The warranty is void if the buyer/ customer alters the item delivered without our approval or has it altered by a third party and the remedial measures are thereby impossible or unreasonably difficult. In any case, the buyer/ customer has to bear the additional costs resulting from the remedial measures.

10.5 We provide for all deliveries and performances a warranty period of one year from the date of delivery/ partial delivery. Within the same period, claims based on liability pursuant to culpa in contrahendo and based on breach of contractual obligations or tort become time-barred.

11. Liability

Regarding negligent property or pecuniary damage we and our vicarious agents are only liable in the breach of a contractual obligation, but the amount is limited to foreseeable and typical contractual damages; material contractual obligations are those whose performance characterizes the contract and to which the buyer/ purchaser may rely. The limitation of our liability does not apply to willful misconduct or gross negligence, for guaranteed characteristics, to injury to life, limb or health or to liability under the Product Liability Act.

12. Final Provisions

12.1 Our registered office is the place of execution.

12.2 Additions to the concluded contract do not exist. Subsequent subsidiary agreements must be in writing. This also applies to this written form requirement, which cannot be tacitly excluded.

12.3 If any provision of these General Terms and Conditions is invalid or will become invalid, all other provisions shall remain in force.

12.4 The buyer/ customer agrees that we store personally identifiable information in accordance with the Data Protection Act, insofar it is reasonable and appropriate in the context of the execution of the contract.

12.5 The law of the Federal Republic of Germany applies with the exclusion of the conflict of laws regulations and the UN Convention on Contracts for the International Sale of Goods.

12.6 Local jurisdiction for all disputes arising from contracts concluded between us and the buyer/ customer is at the place of our registered office. We are however also entitled to sue the buyer/ customer at the local court of his place of domicile or his registered office.