

General Terms and Conditions

All sales made by 9Glens® Medical Limited ("SELLER") to the purchaser ("BUYER") of its products ("PRODUCT" or "PRODUCTS") and all services related therewith ("SERVICES") are made only on the terms and conditions stated herein.

TERMS OF AGREEMENT

The terms and conditions set forth herein constitute the entire agreement between the SELLER and the BUYER. The SELLER shall not be bound by any terms and conditions in the BUYER's order form, other documents or correspondence from the BUYER which add to, modify, conflict with or contradict any of the terms or conditions set forth herein. Any deviations from the General Terms and Conditions have to be accepted in writing by a person authorized on the SELLER's behalf. Neither the SELLER's acknowledgement of a purchase order nor the SELLER's failure to object to conflicting, contrary or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or waiver of the provisions hereof. All purchase orders are subject to credit approval. The terms of this Agreement shall control over any trade usage or prior course of dealing.

PRICES AND TAXES

All prices are net and ex works if applicable, except otherwise agreed in writing. The SELLER's invoices have to be settled in the same currency as stated on the invoice. If this should not be the case, the currency risks have to be overtaken by the purchaser. Prices are exclusive of taxes, impositions and other charges, including: sales, use excise, value added and similar taxes or charges imposed by broker's fees, consular fees, document fees, banking expenses and import duties. Any such tax, fee, or charge of any nature whatsoever shall be paid by the BUYER. The SELLER reserves the right to amend prices as specified in PRODUCT price sheets and as posted on the web-site, or otherwise presented without prior notice at any time.

TERMS OF PAYMENT

Unless otherwise specified in writing, the payment terms are as defined on the SELLER's invoice. Accounts past due will be subject to a monthly charge at the rate of one (1%) percent per month (an annual rate of twelve (12%) percent) or such lower rate as may be the maximum allowable by law, to cover the cost of servicing these accounts.

DELIVERY, SHIPMENT AND RISK OF LOSS

Delivery shall be made in accordance with the international commercial terms (currently Incoterms 2000) in force at the formation of the contract. All deliveries will be made ex works, unless otherwise agreed in written form. "Ex Works" means that the SELLER delivers when he places the goods at the disposal of the BUYER at the SELLER's premises or another named place not cleared for export and not loaded on any collecting vehicle. Risk of loss or damage shall pass to the BUYER at the time of such delivery. Unless otherwise specified, the BUYER is obligated to obtain insurance against damage to the PRODUCTS being shipped.

PROPERTY AND RESERVATION OF TITLE

Notwithstanding delivery and passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the BUYER until the SELLER has received cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the SELLER to the BUYER for which payment is then due. However, the BUYER shall be permitted to sell such goods as part of its normal business operations. The BUYER hereby assigns to the SELLER its claims arising from the onward sale of such goods subject to reservation of title. If further measures are required to substantiate the reservation of title or the assignment of claims (e.g. registration or written individual assignment of claims), the BUYER hereby undertakes to implement the necessary measures on first request from the SELLER. The BUYER hereby grants its permission for any registration and entry in the Property Register if applicable.

PRODUCT CHANGES

The SELLER reserves the right, without prior approval from or notice to the BUYER to make changes to the PRODUCTS which do not adversely affect physical or functional inter-changeability or performance at a higher level of assembly of PRODUCTS when required for purposes of safety, or to improve performance.

SELLER'S LIMITED WARRANTY

The SELLER warrants to the BUYER that upon delivery to the BUYER the PRODUCTS purchased hereunder shall conform to the applicable manufacturer's specifications for such PRODUCTS, be new and free from any defects in material, design and workmanship and that any SERVICES are performed in a careful, competent and professional manner. The SELLER makes no other warranty, express or implied, with respect to the PRODUCTS or SERVICES. These warranties shall be waived entirely if a) the Products have been subject to misuse or neglect by the BUYER or its customer, or b) the Products have been altered or repaired by the BUYER or without the SELLER's approval.

The warranties in this Agreement are given in lieu of all other warranties, express or implied, which are specifically excluded as to any matter whatsoever, including without limitation, implied warranties of merchantability or fitness for a particular purpose.

The SELLER shall, at his own option and cost, either i) refund or ii) repair or iii) replace any PRODUCTS found to be faulty by reason of defective design, material or workmanship during a warranty period of twelve (12) months starting from the delivery of the respective Products. Thereby, in cases of repair and replacement, and where the SELLER is liable under this warranty, the Products

shall be returned to the BUYER, transportation charges prepaid. Such refund, replacement or repair of Products shall be made by the SELLER. The SELLER shall transfer to the BUYER whatever transferable warranties and indemnities the SELLER receives from the manufacturer of the PRODUCTS, including any transferable warranties and indemnities respecting patent infringement.

ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS

Inspection and acceptance of the PRODUCTS and of services performed shall be the BUYER's responsibility. The BUYER is deemed to have accepted the PRODUCTS unless written notice of rejection is received by the SELLER within ten (10) days after delivery of the PRODUCTS or after the defect was first noticed. The BUYER waives any right to revoke acceptance thereafter. The BUYER shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of PRODUCTS shall be accepted by the SELLER without a Return Material Authorization ("RMA") Number, which may be issued by the SELLER in its sole discretion. Returned PRODUCTS must be in original manufacturer's shipping cartons complete with all packing materials. All PRODUCTS for return shall be returned freight prepaid in the manner specified in the RMA. If returned PRODUCTS are claimed to be defective, a complete description of the defect must be included with the returned PRODUCTS. PRODUCTS not eligible for return shall be returned to the BUYER, freight collect.

FORCE MAJEURE / DISCLAIMER

The SELLER shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. The SELLER's time for performance of any such obligation shall be extended for the time period of such delay or the SELLER may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to the BUYER.

LIMITATION OF LIABILITY

The BUYER shall not in any event be entitled to, and the SELLER shall not be liable for indirect, special incidental or consequential damages of any nature including, without limitation, business interruption costs, removal and/or reinstallation costs, procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if the SELLER has been advised of the possibility of such damages. The BUYER's recovery from the SELLER for any claim shall not exceed the BUYER's purchase price for the PRODUCT giving rise to such claim irrespective of the nature of the claim, whether in CONTRACT, tort, warranty, or otherwise. The SELLER shall not be liable for and the BUYER shall indemnify, defend and hold the SELLER harmless from any claims based on the SELLER's compliance with the BUYER's designs, specifications or instructions, or modification of any PRODUCTS by parties other than the SELLER, or use in combination with other PRODUCTS. However, should the Products ordered and delivered have a defect which causes damage to persons or to property other than Products delivered under this agreement, the BUYER shall indemnify and hold the SELLER harmless from any such damage or claims from third parties connected therewith (including without limitation reasonable attorney fees), with the exception of cases of intentional illegality, gross negligence or with respect to other situations in which a waiver of liability is excluded by legal provision.

CANCELLATION

Orders and sales may only be cancelled upon the SELLER's written approval in which event the BUYER shall pay reasonable cancellation charges.

BANKRUPTCY, INSOLVENCY

If the BUYER becomes bankrupt or insolvent or enters into an arrangement or assignment for the benefit of creditors, or commences to be wound up or suffers a receiver, trustee or custodian to be appointed over any of the property of the BUYER, then the SELLER may by written notice, cancel the BUYER's order without judicial intervention or declaration of default of the BUYER and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to the SELLER.

STATEMENTS AND ADVICE

If statements or advice, technical or otherwise, are offered or given to the BUYER, such statements or advice shall be deemed to be given as an accommodation to the BUYER and without charge and the SELLER shall have no responsibility or liability for the content or use of such statements or advice.

EXPORT AND IMPORT LICENCES / REGISTRATIONS

The BUYER shall be exclusively responsible for obtaining all export/import licenses, permits necessary and PRODUCT registrations to import into the BUYER's or ultimate user's country.

APPLICABLE LAW

To the relationship between the parties German Law shall exclusively apply, whereby the UN Convention on contracts for the international Sale of Goods is explicitly excluded.

JURISDICTION

Any dispute arising under or in connection with the contract shall be subject to the exclusive jurisdiction of the competent courts in Darmstadt Hessen/Germany. However, the SELLER reserves the right to initiate court proceedings against the BUYER in any other court of competent jurisdiction.