

**Terms and Conditions of Business**  
**Aqua free GmbH**  
**Rental and Services Terms**

**§ 1 Area of Application, Collision Clause, Definitions**

1) The following terms and conditions shall apply to all contractual relations between the customer and Aqua free GmbH ("Aqua free"). The customer's terms and conditions of business shall not apply and shall not become an integral part of the contract. These terms are a framework agreement. The rental object and the rental term shall be specified in the respective annex (Rental Order). The contractual partner responsible for the installation of the deliverables and the filter change shall also be specified in the respective annex.

2) The customer's offer shall be accepted by Aqua free conditional to Aqua free's own complete and timely delivery insofar as Aqua free is not responsible for the partial delivery and/or belated delivery.

3) Definitions:

- a) Deliverables: the Deliverables consist of the full package of the hygiene system. The details of the contents are specified in the delivery order.
- b) Boxes: the transportation containers, in which the Deliverables shall be delivered to the customer. In addition to the Deliverables, the delivery order, the return documents of the transport company and the deficiency report shall be provided in the Box.
- c) Cycle: the period of time, in which the customer uses the filter.

**§ 2 Subject of the Contract**

1) Aqua free shall provide one set of the Deliverables for each supply unit upon commencement of the contract. Before the first exchange is carried out, a second set of the Deliverables shall be supplied to the customer so that Deliverables are available to the customer for the exchange in a timely manner.

2) In addition, the suitable Boxes for shall be provided on loan for the transportation. If the Boxes are not returned, the customer shall be invoiced for the Boxes. The Boxes are to be used for transportation purposes only.

**§ 3 Assembly and Installation**

The assembly of such parts that are required for the autonomous exchange of the Deliverables shall be carried out as agreed upon. If the order does not clearly regulate this aspect, it shall be assumed that the customer shall assemble these parts himself. Instructions for filter change shall be provided to the customer upon commencement of the contract.

**§ 4 Examination and Reporting Obligation**

1) Examination of the Box: the customer is obligated to examine the Box and the seal to verify that neither have been damaged during the transport or that the seal is missing due to the transportation. Should either be the case, it must be reported to Aqua free immediately. Aqua free shall immediately make a new delivery.

2) Examination of the contents: The Box also shall contain a deficiency report, replacement labels (number of labels in accordance with number of delivered filters), zip lock bags (number of bags in accordance with the number of delivered filters), two cable ties, the instructions for the sealing of the Box and the instructions for the filter change. The contents of the Box are to be verified in accordance with the delivery order. The customer must give notice of complaints immediately, so that a replacement can be delivered.

**§ 5 Assurances of Aqua free**

- 1) Aqua free assures for each filter:
  - a) Retention 7 Log-Step *Brev.dirm* per cm<sup>2</sup> filter area;
  - b) Preparation in accordance with the recommendations of the hygiene commission of the Robert-Koch-Institute;
  - c) Documentation of the preparation;
  - d) Complete traceability in accordance with the Medical Devices Act of the Federal Republic of Germany (MPG).

2) Aqua free shall fulfill these commitments for the period of time specified in the rental agreement; the term of this period shall begin upon installation of the filter. At the end of this period of time, the agreed upon degree of sterility shall no longer be warranted; a retrograde contamination cannot be ruled out.

3) The proper functionality of the rental object shall also not be warranted in the event of a contamination through external circumstances, hence through inappropriate use of the rental object. If damages are incurred through such circumstances, the customer must prove that Aqua free is responsible for the defect.

**§ 6 Provision for Exchange**

- 1) A logistic partner of Aqua free shall collect the used filters. The filters must be made available for collection in the designated Boxes at the agreed upon time.
- 2) The Boxes must be available for collection between 8.00 am and 1.00 pm.
- 3) If the exchange cannot be carried out because the customer does not make the Boxes for treatment of the returnable filters available, the customer must carry the costs incurred by Aqua free for the logistic partner. A lump fee in the amount of 17.50 € shall be charged as compensation for such transportation expenses. The customer has right to provide proof that Aqua free did not incur any damages or damages in a lesser amount than 17.50 €. Aqua free has the right to assert higher damages.

**§ 7 Payment**

- 1) The rental fee and the payment terms shall be specified in the Rental Order.
- 2) The customer may only set off claims that are undisputed by Aqua free or judicially acknowledged. The customer may only put in a plea with claims from the respective direct contractual relationship.

**§ 8 Term of the Agreement / Cycles / Termination**

- 1) The respective term of the agreement as well as the term of notice of termination are specified in the Rental Order.
- 2) This framework agreement may be terminated with a term of notice of 4 weeks.
- 3) The notice of termination must be in writing.

4) The Cycle shall begin on the day on which the customer takes possession of the filter. If the filter is not returned to Aqua *free* within the term of the Cycle plus 14 days, Aqua *free* shall have the right to assert damages. The damages shall be calculated in accordance with the number of days, in which the filter was not punctually returned as agreed upon, times the daily rental fee per day. The customer has right to provide proof that Aqua *free* did not incur any damages or damages in a lesser amount. Aqua *free* has the right to assert higher damages.

5) The right to declare the extraordinary cancellation of the contract shall remain unaffected. Particularly, Aqua *free* has the right to declare the extraordinary cancellation if the customer is in delay with the payment of more than 2 monthly installments. In this event, all filters and Boxes are to be returned to Aqua *free* immediately.

## § 9 Warranty / Liability

1) Aqua *free* shall eliminate defects through a cost *free* remedy or replacement delivery at Aqua *free*'s own option.

2) A termination of the contract by the customer in accordance with § 543 II 1 Nr. 1 of the Civil Code of the Federal Republic of Germany for the grounds of the non-provision of the contractual use is not permissible until Aqua *free* has been given the opportunity to eliminate the defects and the elimination has failed. The failure to eliminate the defect shall not be assumed

- a) until the elimination of the defect is impossible
- b) if Aqua *free* refuses to eliminate the defect or delays the elimination unreasonably
- c) if there is reasonable doubt in regards to the chances of success or
- d) if it is unreasonable for the customer for other grounds. The right to terminate the contract or to assert claims for damages is barred if the defects are only non-essential defects. The right of the customer to demand a reduction of the rental fees shall remain unaffected thereby.

3) The warranty rights of the customer are barred if the customer alters the rental object or allows the alteration of the rental object without Aqua *free*'s permission. This shall not apply if the customer can prove that the changes do not have an unacceptable affect on the analysis and elimination of defects for Aqua *free*. The rights of the customer shall remain unaffected if the customer has the right to make the alterations, particularly within the scope of the assertion of the customer's elimination rights pursuant to § 536 a II of the Civil Code of the Federal Republic of Germany. In this event, the alterations must be carried professionally and be comprehensibly documented.

4) Aqua *free*'s liability for damages that are caused through slight negligence shall be limited in the amount to the typical damages that were apparent to Aqua *free* upon conclusion of the agreement. Claims for damages shall become statute barred after one year upon obtaining knowledge of damages or at the moment in which the damages could have been discovered but were not because the customer neglected his duties to exercise diligence. Otherwise the liability for damages caused willfully or through an act of gross negligence and/or for damages to life, limb or health and/or damages caused through a breach of a guarantee shall remain unaffected. The same shall apply to claims based on the Product Liability Act of the Federal Republic of Germany.

## § 10 Liability of the Customer

The customer is obligated to handle the filter with care and to use the filter for its intended use only. If the filter or Box is lost while in possession of the customer, Aqua *free* has the right to demand compensation for the incurred damages.

## § 11 Data Protection Clause

Personal data shall be collected, stored, processed, deleted or conveyed with permission of the affected person for the purpose of the execution of the agreement only. The provision of the personal data to a third party is only permissible for the purpose of asserting claims arising out of this contractual relationship and if this third party observes the data protection regulations pursuant to §§ 9, 11 of the Data Protection Act of the Federal Republic of Germany. The affected persons have the right to demand information regarding the extent, content and type of stored data by Aqua *free* and/or the third party at any time. After the statute of limitations for all claims connected to this contractual relationship have elapsed, the customer and the affected persons have the right to request the deletion of the data for the affected persons.

## § 12 General

1) If a stipulation of these terms and conditions or the contract should be invalid, the remaining terms shall remain unaffected.

2) The place of performance and the place of jurisdiction for all claims connected to this contractual relationship is Hamburg, Germany. The laws of the Federal Republic of Germany shall be applicable.

Effective: June 2012