

General terms of sale and delivery of

CT Imaging GmbH

1 Scope of application

1.1 CT Imaging GmbH provides its services exclusively on the basis of these terms of sale and delivery. Contradictory or deviating customer's terms will not be recognized unless it has been expressly agreed in writing that they shall apply. These terms of sale and delivery shall also apply if the delivery is made without reservation in awareness of the customer's contradictory or deviating terms.

1.2 All agreements made between CT Imaging GmbH and the customer concerning orders are to be recorded in writing. Secondary agreements, reservations, changes and supplements are valid only if they are recorded in writing and made by a legal representative. All future business dealings with the customer shall also be governed by these General Terms of Sale and Delivery of CT Imaging GmbH.

2 Conclusion of contract

2.1 All offers are non-binding. A contract comes into being only through confirmation of order or unconditional delivery by CT Imaging GmbH.

2.2 The scope of contractual performance due is governed exclusively by the confirmation of order by CT Imaging GmbH. Information on the properties and performance characteristics of the goods shall only be an illustration and is not binding unless it is expressly agreed otherwise in writing. Public comments, sales descriptions and advertising do not constitute contractual information about the nature of the goods. CT Imaging GmbH reserves the right to make minor deviations in the specifications of dimensions, weights and the nature and quality of the goods.

2.3 CT Imaging GmbH also reserves the right to make changes even after dispatch of order confirmation where these changes are not in contradiction either of the order confirmation or of the customer's specifications.

2.4 The customer agrees to these General Terms of Sale and Delivery with the conclusion of the contract.

3 Prices and Terms of Payment

3.1 Unless expressly agreed otherwise, prices are "ex works" excluding packaging, freight, insurance, etc.

3.2 Orders for which no fixed prices have been agreed are calculated according to the prices in the CT Imaging GmbH price list valid on the day of performance.

3.3 Where delivery periods of more than 4 months have been agreed, CT Imaging GmbH reserves the right to increase prices by a maximum of 5% of the agreed price in line with cost increases incurred as a result of collective wage bargaining agreements or increases in materials prices.

3.4 All agreed prices are net prices. Value added tax at the currently valid rate and all other applicable taxes must be paid additionally.

3.5 The sales price including all additional costs is due when the

contract has been concluded and the invoice sent and must be paid within 14 days. The customer is in default without a reminder if he does not pay within this period unless the delay in payment is not his fault.

3.6 If a different agreement on payment has been reached CT Imaging GmbH is entitled to make all its claims arising from the business relationship due immediately if the customer is not a consumer and his payments to CT Imaging GmbH are in default, or if he stops paying, or if he attempts to achieve a settlement in court or out of court or if insolvency proceedings are filed regarding the customer's assets.

3.7 In the case of such a major deterioration in the customer's financial situation CT Imaging GmbH is also entitled, after making an appropriate announcement, to deliver only cash on delivery, or by way of security. If, in spite of a notice period of at least ten days, the customer makes no payment or provides no security then CT Imaging GmbH shall be entitled to withdraw from the contract and demand compensation.

3.8 The customer may exercise rights of set-off or retention only if the counter-claims have been legally established, are undisputed or are recognized by CT Imaging GmbH.

4 Delivery

4.1 Unless previously agreed otherwise, delivery dates are binding only after written confirmation by CT Imaging GmbH. Delivery periods begin at the earliest on the date of confirmation of order. In the case of a change to a confirmed order the new delivery period begins when the change is confirmed by CT Imaging GmbH. The delivery period is interrupted when technical or organizational questions concerning production and/or delivery are to be clarified by the customer or information is required from the customer and he has been requested by CT Imaging GmbH to provide this clarification or information.

4.2 CT Imaging GmbH is not to blame for exceeding delivery periods or deadlines where the delay is caused by an incorrect delivery by a supplier and CT Imaging GmbH proves that it acted with the due care of a proper businessman to ensure punctual, proper delivery.

4.3 Cases of force majeure or similar events, which cannot be prevented by the due care of proper management, cause a suspension of the contractual obligations of the parties for the duration of the hindrance and to the extent of their effect. If the delays caused exceed the period of 12 weeks then both parties to the contract are entitled to withdraw from the contract to the extent of the scope of performance affected. There are no further claims. A labour dispute at CT Imaging GmbH or a third party for which CT Imaging GmbH is not to blame shall also be considered as a case of force majeure.

4.4 Partial deliveries are permissible to the extent that they are reasonably acceptable to the customer.

4.5 In the case of a delay in delivery by CT Imaging GmbH, the customer is obliged to declare to CT Imaging GmbH at its request within an appropriate period whether he will withdraw from the contract because of the delay or whether he insists on delivery. A period of not more than two weeks is appropriate.

4.6 The customer is obliged to accept goods provided by CT Imaging GmbH within one week at the latest. If dispatch, collection or delivery is delayed beyond this, then, starting one week after

the announcement that the goods are ready for dispatch, CT Imaging GmbH is entitled to charge the customer for the costs caused by storage at a rate of 0.5%, plus value added tax at the current rate, of the value of the delivery according to the invoice for each full week of delay as flat-rate compensation for the expense caused. This does not affect further consequences and claims based on the default of acceptance.

5 Dispatch, Packaging, Transfer of Risk

5.1 Transport is at the customer's expense in the case both of carriage paid and non-prepaid deliveries.

5.2 Transport packaging and all other packaging as required by the German Regulation on Packaging (Verpackungsverordnung) is not returnable. The customer is obliged to ensure the disposal of packaging at his own cost.

5.3 The risk is transferred to the customer when the goods are dispatched or collected. This also applies to partial deliveries and also to cases in which CT Imaging GmbH has taken over further services such as delivery or dispatch costs. Acceptance of the goods without complaint by the shipping agent is deemed to be proof that the goods were in an undamaged condition on dispatch.

5.4 If the goods are ready for dispatch and dispatch/collection is delayed on request as a result of circumstances for which the customer is responsible then risk is transferred fully to the customer when he receives notification of readiness for transport.

5.5 At the customer's request and at his expense, CT Imaging GmbH will insure the delivery against loss and damage during transport between the two companies and during a subsequent storage period of up to 90 days. The customer is obliged to notify CT Imaging GmbH in good time of any necessary extension of storage insurance. CT Imaging GmbH will then extend the insurance cover at the customer's expense. The customer must lodge damage claims with the claims agent immediately; the necessary claim documents are to be sent to CT Imaging GmbH. The customer is also obliged to do everything necessary for the settlement of the claim.

6 Reservation of Ownership

6.1 The goods delivered remain the property of CT Imaging GmbH until all claims arising from the business relationship have been met.

6.2 The customer is not entitled to process, to sell, to pledge as security or to mortgage the goods delivered by CT Imaging GmbH with reservation of ownership until this reservation has terminated.

7 Special Regulations for Software

7.1 Third party software products, e.g. software from Microsoft Corporation, are governed primarily by the license regulations of the third party for final customers, and secondly by the provisions of Clause 7 below.

7.2 The customer is granted the perpetual, non-exclusive, non-transferable right, to use the software products supplied by CT Imaging GmbH or created or modified as part of the fulfilment of the contract, in particular products supplied as part of other products or in connection with them for the purpose described in the product description, where this is for the customer's own purposes and in connection with other goods supplied. All other

forms of use are forbidden.

7.3 Software products and the relevant documentation may not be passed on to third parties.

7.4 The customer may not copy the programs, reverse engineer or translate them back and may not extract any parts of the program. The above sentence does not apply if these actions are permissible according to Article 69 d or e of the German Copyright Law.

8 Third-Party Property Rights

8.1 Should a third party lodge justified claims against the customer on the basis of industrial or intellectual property rights relating to the goods delivered, then CT Imaging GmbH will, at its discretion and expense, obtain a right of use, modify the goods delivered or replace them by ones not covered by conflicting property rights, or, if this is impossible or unreasonable, take them back and reimburse the purchase price.

8.2 Clause 8 Paragraph 1 only applies if the third party claims are lodged on account of the actual goods supplied and the customer informs CT Imaging GmbH of the third-party claims as soon as these are made and the customer does not recognize these.

8.3 Further liability is excluded unless mandatory liability due to intent or gross negligence.

9 Claims arising from Faults (Warranty)

9.1 The claims below apply exclusively to new products. The customer has no rights based on faults in used products.

9.2 Customer claims based on faults presuppose that the customer has properly met his obligations of inspection and complaint according to Article 377 of the German Commercial Code. Obvious complaints are to be lodged in writing immediately, at the latest within 8 working days of the day of receipt. If hidden faults occur they must be reported to CT Imaging GmbH as soon as they are discovered. Faults in part of a delivery do not authorize a complaint about the entire delivery.

9.3 Deliveries must be accepted if they contain minor faults only.

9.4 Transport damage must be reported in writing to the shipper. The situation must be established through a record of the facts. The customer must initiate all the necessary steps.

9.5 Where the fault is the responsibility of CT Imaging GmbH, CT Imaging GmbH is entitled to choose between subsequent fulfilment or replacement delivery. The customer must grant an appropriate period of time for this. When determining an adequate period of time it must be borne in mind that the supply of spare parts to CT Imaging GmbH by third parties can take time, in some cases up to six months, because of the special nature of the goods, in particular the fact that they are new on the market, and because there are fewer suppliers of spare parts than for other goods. However, should subsequent fulfilment take an unreasonably long time, even taking these circumstances into consideration, CT Imaging GmbH has the right to provide the customer temporarily with a replacement device at CT Imaging GmbH's expense if it is suitable for the customer's purpose, possibly with restrictions of use. The period for subsequent fulfilment by CT Imaging GmbH is extended by the time for which

the customer may reasonably be expected to use the replacement device.

9.6 The customer is obliged to make the goods about which he has complained available to CT Imaging GmbH for purposes of evaluation. Should it emerge that there was no fault to cause a complaint by the customer then he must compensate CT Imaging GmbH for expenses incurred relating to the complaint and the evaluation.

9.7 The warranty period is 12 months from the time of the transfer of risk. This does not apply where the law prescribes longer periods according to Articles 438 Para 1 No. 2 or 634a Para 1 No 2 of the German Civil Code and in cases of injury to life and limb or intent or gross negligence. Legislation on the interruption or recommencement of the guarantee period is not affected by this.

9.8 At the request of CT Imaging GmbH the customer is obliged to declare within an appropriate period whether he wishes to withdraw from the contract following failed subsequent fulfilment or whether he insists on delivery.

10 Liability

10.1 CT Imaging GmbH is responsible for intent and gross negligence regardless of the legal basis for liability, for guarantees, for injury to life and limb and for customer claims based on the Law on Product Liability according to the relevant legislation.

10.2 In other cases of negligence, the liability of CT Imaging GmbH is limited in cases of breach of contractual obligations to typically foreseeable damage. For the rest, liability for minor negligence is excluded. Major contractual obligations are those which make it possible to fulfil the contract.

10.3 Liability for indirect or subsequent damage is also excluded in other cases of negligence.

10.4 Where the customer has claims for compensation based on the regulations above, these lapse on expiry of the period of limitation for claims for faults according to Clause 9.7.

10.5 Where the liability of CT Imaging GmbH is excluded or restricted, this also applies to the personal liability of legal representatives, employees or other agents of CT Imaging GmbH.

11 Foreign Trade Conditions

The products offered/supplied by CT Imaging GmbH must remain in the agreed country of destination. Unless agreed otherwise, the country of destination is the Federal Republic of Germany. Should they be exported from the country of destination the provisions of German export legislation and US export control provisions must be observed. In particular, these contain restrictions regarding the country to which the goods are exported.

12 Choice of Legislation, Place of Fulfilment, Place of Jurisdiction, Final Clause

12.1 German legislation shall apply exclusively with no exception and no reference to the provisions of the UN Sales Convention (CISG). If German legislation makes reference to foreign legislation, these references shall not be applied.

12.2 Erlangen is the place of performance for deliveries and payments for all rights and obligations arising from business dealings with CT Imaging GmbH where the customer is a company

or a legal person of public law.

12.3 The exclusive place of jurisdiction for companies, legal persons of public law and public-law special funds is Berlin.

12.4 Should any provision of these terms of sale and delivery be invalid, for whatever legal reason, this shall not affect the validity of the remaining provisions. The parties to the contract are obliged to replace the invalid provision by one which comes closest to the legal and commercial purpose of the invalid provision.