

Conditions of Warranty of Löwenstein Medical Technology GmbH + Co. KG, Hamburg as of 08 July 2016

1. Contents and term of warranty

Löwenstein Medical Technology GmbH + Co. KG (hereinafter referred to as "Löwenstein Medical Technology") shall guarantee to the end customer, for the following relevant warranty period from the date of purchase, that the Löwenstein Medical Technology product shall have no defects as per the following conditions, if used in accordance with the appropriate instructions. For spare parts installed into Löwenstein Medical Technology products, Löwenstein Medical Technology further grants a warranty period of 2 years, commencing from the date of installation. For products that according to the labelling have a shorter sell-by date, the warranty shall end on expiry of the sell-by date, as stated on the packaging or in the instruction manual. Claims under warranty must be made prior to the expiry of the warranty period, as far as this is possible, after a claim under warranty has been made.

The warranty is valid worldwide, but only for Löwenstein Medical Technology products, and/or for spare parts which have been installed in such products.

The warranty is a voluntary service provided by Löwenstein Medical Technology as the manufacturer for the end customer. Commercial resellers, in particular tradesmen, shall not be entitled to any claims. As a result this warranty extends the rights of the customer. Mandatory, statutory rights as well as contractual rights, in particular warranty rights (supplementary performance, withdrawal or reduction, compensation) of Purchaser towards his Seller shall not be affected by this warranty.

The condition of a product that does not impede the use in any way, such as minor exterior damages (e.g. paint damage or similar) shall not validate claims under warranty. Software, data carriers and all results of customer activities, such as installation or downloading of software or configuration of the products are also not included in the scope of the warranty. As far as the aforesaid activities were undertaken by Löwenstein Medical Technology, or a by partner authorised by Löwenstein Medical Technology, they shall be included in the warranty.

2. Services under warranty

At their own discretion, Löwenstein Medical Technology shall either repair a defective product free of charge or replace the same. Löwenstein Medical Technology may transfer this work to a service partner authorised by them. The defective product may also be exchanged for a used product of the same quality, or be repaired with used products of the same quality. Löwenstein Medical Technology may use succeeding models with a minimum of the same quality of specifications. The remaining period under warranty for the defective product shall be applicable for the replacement device in the event that the entire product has been replaced.

Defective spare parts shall be repaired free of charge at the discretion of Löwenstein Medical Technology, or replaced with new and/or comparable used parts.

All exchanged products or parts shall become the property of Löwenstein Medical Technology. As far as a repair or exchange might involve disproportionate expenses for Löwenstein Medical Technology, Löwenstein Medical Technology may, at their own discretion, reject the claims under warranty and instead pay to the Customer an appropriate compensation, or repay the purchase price on the return of the product.

The service under warranty shall only be made if the original invoice, the cash receipt and/or the voucher for the repair services, which state the name of Purchaser or repair shop and the date of purchase and/or repair, are submitted.

This warranty shall not cover the costs for the transport of the product to Löwenstein Medical Technology, nor shall it cover the risks in combination

with the transport. In the event that claims under warranty prove to be justified, Löwenstein Medical Technology shall accept all despatch charges for the repaired or exchanged product for the customer. In the event that claims under warranty prove to be unjustified, Löwenstein Medical Technology shall be entitled to return the sent-in products to the customer at the customer's expense and risk, or on the instruction of the customer to have it repaired at the customer's expense.

3. Scope of the warranty/exclusions from warranty and limitations

According to this warranty, only claims as a result of material damages and manufacturing defects can be claimed.

The warranty excludes damages which are caused by:

- non-compliance with the operating instructions;
- handling errors;
- incorrect use or incorrect treatment;
- repairs or modifications by external persons who are not authorised by Löwenstein Medical Technology.
- combination with other products not authorised by Löwenstein Medical Technology.
- force majeure, such as e.g. excessive voltage, lightning and accidents;
- transport damages as a result of incorrect packaging of the products during return transport to Löwenstein Medical Technology;
- failure to carry out maintenance required in accordance with the instruction manual;
- failure to use original spare parts;
- wear as a result of operational use and standard wear and tear; for example the following components are considered wear and tear parts: Filters, batteries and chargers, disposable items etc.

The only obligation that Löwenstein Medical Technology shall have within the framework of this warranty is to repair the products under these warranty conditions or to replace the same. Additional or other claims, in particular, such as for the replacement of damages created outside of the product, are excluded from the framework of these warranty services, unless the damage resulted from violations of obligations causing injury to life, body or health for which Löwenstein Medical Technology is responsible, as well as those that have occurred with intent and gross negligence, and deemed a liability under the product liability act. In the event of simple negligence, Löwenstein Medical Technology shall only be liable for the breach of obligation (cardinal obligation). This means an obligation without which the conclusion of the contract would not even be possible and which the customer should reasonably be able to expect on a regular basis. In the event that the customer is an entrepreneur, the liability of Löwenstein Medical Technology, in the event of slight negligence, shall be limited to foreseeable damages common to the product.

This warranty is exclusively subject to German law with the exception of laws that collide with this law. Application of the UN Convention on Contracts on the International Sale of Goods (CISG) shall be excluded. For claims from this warranty, Hamburg shall be the exclusive legal venue, as far as this is admissible.

For claims under warranty, the end customers are requested to contact their authorised sales dealers.