

General Terms & Conditions of Business (GTC) of qcmed Quality Consulting Medical GmbH

1. Validity of the General Terms & Conditions (GTC), and deviations therefrom

- a) The following General Terms & Conditions of Business (GTC) apply to all present and future contracts between the contracting party and qcmed Quality Consulting Medical GmbH (qcmed GmbH).
- b) Deviations from these terms and conditions only apply if qcmed GmbH expressly recognizes and confirms them in writing.
- c) The general terms and conditions of business and the purchasing conditions of the customer do not form part of the contract and are not binding for qcmed GmbH. This applies even if they are not expressly contradicted.

2. Quotations, subsidiary agreements

- a) The quotations of qcmed GmbH, unless otherwise indicated, are subject to change without notice in respect of all the specified information, including the fee.
- b) If an order confirmation of qcmed GmbH contains changes to the order, then these are considered to have been accepted by the contracting party, unless the latter states otherwise, immediately and in writing.
- c) Agreements must always be made in writing.

3. Order placement

- a) The type and scope of the agreed performance results from the order, the contract and these General Terms and Conditions of Business.
- b) Changes and supplements to the contract require written confirmation by qcmed GmbH in order to become the subject of this contract.
- c) qcmed GmbH undertakes to duly execute the order placed with it according to the generally accepted rules of technology and the principles of cost-effectiveness.
- d) qcmed GmbH may also involve partners in the fulfilment of the contract, and place orders with them in the name and for the account of qcmed GmbH. qcmed GmbH is however required to inform the contracting party in writing if it intends to have orders executed by a partner, and is obliged to give the contracting party the option of objecting to the placement of this order with the partner within one week; in this case, qcmed GmbH must execute the order itself.

4. Obligation of the customer

- a) The customer shall support qcmed GmbH in the fulfilment of the contractually owed performance. This includes, in particular, the timely provision of information and data as well as hardware and software, insofar as the customer's obligation to cooperate requires this.
- b) The customer shall provide the required number of employees for the execution of the contractual relationship. Such employees must have the necessary expertise.

5. Warranty and damage compensation

- a) Warranty claims may be asserted only following a written notice of defects sent within 14 days from delivery of the goods or (partial) services.
- b) Claims for redhibitory action and a reduction in price are excluded. Claims to improve or supplement that which is lacking must be fulfilled by qcmed GmbH within a reasonable period, which is in general a third of the time required for the execution of the performance. No claims for compensation for damage caused by delay may be asserted within this period.
- c) qcmed GmbH is not responsible for delays in performance due to force majeure (e.g. strike, lock out, official orders, general disruption to telecommunications etc.) and circumstances in the area of responsibility of the customer (e.g. lack of timely provision of cooperation, delays due to third parties for which the customer is responsible etc.), and entitle qcmed GmbH to postpone the provision of the performance concerned for the duration of the hindrance plus a reasonable start-up period. qcmed GmbH shall inform the customer of delays in performance occurring due to force majeure.
- d) Further claims for compensation, loss of profit or contractual penalties are excluded.

6. Liability

- a) qcmed GmbH is liable for intent and gross negligence. qcmed GmbH is liable for slight negligence only in the case of the violation of an essential contractual obligation (material contractual obligation), for foreseeable damage typical for the contract. Liability for damages resulting from injury to life, limb or health is in accordance with the legal requirements. Liability for property damage and financial losses is excluded in cases of simple negligence.
- b) Liability is in any case limited to the amount of the agreed remuneration for the faulty work according to the quotation or invoice.
- c) qcmed GmbH shall not be liable for the loss of data and/or programs to the extent that the damage is due to the fact that the client failed to perform data backups and thus failed to ensure that lost data can be restored at reasonable expense.

7. Withdrawal from the contract

- a) Withdrawal from the contract is only allowed for important cause.
- b) In the event of qcmed GmbH being delayed in performance, the contracting party may withdraw from the contract only after setting a reasonable period of grace; notice of the period of grace is to be sent by registered mail.

- c) In the event of a delay by the contracting party in the case of a partial performance or an agreed cooperative activity, where such delay renders the implementation of the order by qcmed GmbH impossible or significantly impedes it, qcmed GmbH is entitled to withdraw from the contract.
- d) If qcmed GmbH is entitled to withdraw from the contract, it shall retain the right to the whole of the agreed fee; the same applies in the event of an unauthorized withdrawal by the contracting party. In the event of a justified withdrawal by the contracting party, the performance rendered by qcmed GmbH is to be remunerated by the contracting party.

8. Fee

- a) The remuneration of qcmed GmbH generally depends on the time spent on the given tasks, invoiced on a monthly basis, unless different arrangements have been made. What is decisive in terms of the remuneration for the amount of time spent on the given tasks are the prevailing fee rates of qcmed GmbH, unless other agreements have been met. Other agreements may include, for example, performance- or product-related flat rates. qcmed GmbH is entitled to amend or supplement the fee rates underlying the agreements at its own discretion (Section 315 BGB). Cost estimates or budget plans created by qcmed GmbH are not binding.
- b) The customer shall bear all evidenced costs such as those for travel and accommodation, daily allowances and the remuneration claims of third parties in the framework of the implementation of the contract. The remuneration of travelling time is agreed on an individual basis. With regard to the settlement of contracts with third parties whose expenses are forwarded directly to the customer, qcmed GmbH may charge a handling fee. The amount of the handling fee is to be agreed upon on an individual basis and depends on the respective costs.
- c) All fee agreements are in EURO, unless other arrangements have been made.
- d) All contractually agreed remuneration is to be understood as exclusive of statutory VAT.
- e) Offsetting against any counter-claims, for whatever reason, is inadmissible.
- f) Non-solicitation: In the case than any employee of qcmed enters into contract is offered a work contract within 12 months after the end of the agreed project, with the contractor, a direct project partner or an associated enterprise, qcmed is entitled to invoice a brokering fee of 50% of the employee's last annual salary.

9. Confidentiality

- a) qcmed GmbH is obliged to respect the confidentiality of all information provided by the contracting party.
- b) qcmed GmbH is also obliged to maintain confidentiality regarding planning activities, if and as long as the contracting party has a legitimate interest in this maintenance of confidentiality. After the implementation of the order, qcmed GmbH shall be entitled to completely or partially publish the contractual work for advertising purposes, unless otherwise contractually specified.

10. Proprietary rights

qcmed GmbH's plans, brochures, reports, technical documents, etc. are – if they have not been created as part of the customer order – protected by copyright. Any total or partial publication is permitted only with the consent of the qcmed GmbH; the same applied to the transfer and repeated use by third parties or the contracting party itself.

11. Place of performance

The place of performance for all services is the seat of the qcmed GmbH, unless otherwise agreed upon in writing.

12. Final provisions

- a) German law shall apply exclusively with regard to contracts between the contracting party and qcmed GmbH.
- b) It is agreed that the competent court at the seat of the qcmed GmbH has jurisdiction for all disputes arising from contracts.
- c) All changes and supplements to contractual agreements must be made in writing.
- d) Should individual provisions of the agreements be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected. In this case, the parties shall replace the invalid provision with a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any loopholes in the agreements.