

General Terms and Conditions of Business (GTCs)- EXPORT

§ 1 Applicability

These general terms and conditions of business ("GTCs"), as amended at the time of the order, apply exclusively to the business relationships between CorMedix Europe GmbH and customers from abroad. Any terms of the customer which conflict with, or deviate from, these GTCs will only be accepted by us if we expressly consent to their applicability in writing.

These GTCs also apply to all future transactions with the customer.

§ 2 Conclusion of contracts; Rescission

CorMedix Europe GmbH shall accept the order on the applicable conditions from time to time. Any prices stated in prospectuses etc. are stated at the best knowledge of CorMedix Europe GmbH. In the event of typing, printing or calculation errors, CorMedix Europe GmbH may rescind the contract or charge the correct price and will also grant to the customer a right of rescission with immediate effect.

§ 3 Right of revocation

The provisions below of this § 3 apply exclusively to customers who are consumers within the meaning of section 13 German Civil Code.

Customers who are consumers within the meaning of section 13 German Civil Code may revoke their contractual declaration within 14 days in text form (e.g., by letter, fax, email) without stating reasons or, if the object is surrendered before the expiry of that time limit, also by returning the object. The time limit commences upon the receipt of these instructions in text form. The time limit for revocation will be deemed complied with if the revocation, or the object, is sent in good time. The revocation must be addressed to:

CorMedix Europe GmbH,
An der Richthalle 6, D-36037 Fulda.

In the event of an effective revocation, the mutual performances received shall be returned, and any benefits derived (such as interest) shall be surrendered. If the customer is unable to return, or surrender, to CorMedix Europe GmbH the performance received, as well as benefits (such as benefits of use), in whole or in part, or returns or surrenders the same in a deteriorated condition only, the customer shall render to CorMedix Europe GmbH compensation for value. The customer is only required to render compensation for value for the deterioration of the object if the deterioration is attributable to the handling of the object in excess of an examination of its characteristics and functionality. "Examination of the characteristics and functionality" means the testing and trying out of the respective product, as would have been possible and customary, for example, in a shop. Objects capable of being sent as a parcel shall be sent back at the risk of CorMedix Europe GmbH. The customer must bear the regular costs of the return shipment if the product delivered is the same as the product ordered and the price of the object to be returned does not exceed an amount of 40 euros or, in the event of a higher price, if the customer has not yet rendered the consideration or a contractually agreed payment on account, respectively, at the time of the revocation. Otherwise, the return shipment will be free of charge. Objects not capable of being sent as a parcel will be collected at the customer's location. Any obligations to refund payments must be performed within 30 days. For the customer, that time limit commences upon the sending of the revocation; for CorMedix Europe GmbH, that time limit commences upon its receipt.

§ 4 Delivery / Transfer of risk

Unless otherwise agreed, deliveries will be effected by the collection of the goods by the customer from the

shipper's premises or ex works to delivery addresses abroad. If the goods are collected, the risk will pass to the customer upon the handover of the object of purchase to the customer. A default in acceptance by the customer will be deemed to be equivalent to a handover. If the goods are sent to delivery addresses abroad, the risk will pass once the delivery is handed over by CorMedix Europe GmbH to the forwarder, even in the case of partial deliveries.

§ 5 Maturity and payment

The purchase price will fall due immediately upon the placing of the order and is payable immediately. Any terms of payment which deviate from the above will in each case be coordinated with the foreign customer individually and will be acknowledged by CorMedix Europe GmbH only in writing. Payments shall only be made by bank transfer. CorMedix Europe GmbH reserves the right to make changes. If the customer is in default in payment within the relevant, or agreed, time limit, CorMedix Europe GmbH may charge default interest at the statutory rate from time to time. CorMedix Europe GmbH reserves the right to charge reminder fees.

§ 6 Set-off and right of retention

The customer only has a right of set-off if its counterclaims are final and conclusive or undisputed. The customer may only exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

§ 7 Reservation of title

CorMedix Europe GmbH reserves title to the delivered goods up to the full and complete payment of all claims under the delivery contract. CorMedix Europe GmbH may take back the object of purchase if the customer is in breach of contract.

Pending the transfer of ownership to the customer, the customer shall treat the goods with care. In so doing, it must be ensured, in particular, that the products are stored properly, in their original packaging and in accordance with the specified temperatures and are not exposed to humidity.

Pending the transfer of ownership, the customer shall notify CorMedix Europe GmbH without undue delay and in writing if the object delivered is attached or subject to other interference by third parties. If the third party is unable to reimburse to CorMedix Europe GmbH the judicial and extra-judicial costs of an action in accordance with section 771 German Code of Civil Procedure, the customer will be liable for the loss incurred by CorMedix Europe GmbH.

§ 8 Warranty and notifications of defects

The customer may not refuse the acceptance of deliveries for immaterial defects.

Any apparent defects must be notified by the customer to CorMedix Europe GmbH in writing within four weeks from the delivery of the subject matter of the contract. If the purchase is a commercial transaction for both parties, the customer shall, to the extent that this is feasible in the ordinary course of business, inspect the goods without undue delay after their delivery by CorMedix Europe GmbH and shall notify CorMedix Europe GmbH without undue delay if a defect is discovered (section 377 German Commercial Code). The customer may initially choose whether subsequent performance is to be made by a rectification of the defect or a replacement delivery. CorMedix Europe GmbH may, however, refuse the type of subsequent performance if it is only possible at unreasonable expense and the other type of subsequent performance does not result in substantial disadvantages to the customer. During the subsequent performance, a reduction of the purchase price or a rescission of the contract by the customer will be excluded. A rectification of defects will be deemed to have failed after the second futile attempt. If subsequent performance fails, or if CorMedix Europe GmbH has refused subsequent performance as a whole, the customer may at its option demand a reduction of the purchase price or declare the rescission of

the contract. The customer may assert any claims for damages based on the defect on the conditions set out below if subsequent performance has failed or CorMedix Europe GmbH has refused the subsequent performance. The customer's right to assert any additional claims for damages remains on the conditions set out below unaffected thereby. The warranty period is one year from the transfer of risk. That time limit also applies to a compensation for any consequential damage, to the extent that no claims based on tort are asserted.

§ 9 Liability

Without prejudice to the provisions above and the limitations of liability set out below, CorMedix Europe GmbH will be liable without limitation for any damage to life, body and health based on a negligent or intentional breach of duty on the part of the legal representatives or agents of CorMedix Europe GmbH, as well as for any damage covered by the liability under the German Product Liability Act and any other damage caused by intentional or grossly negligent breaches of contract and malice on the part of the legal representatives or agents of CorMedix Europe GmbH. Guarantees in the legal sense will not be given to the customer by CorMedix Europe GmbH. Manufacturer's warranties remain unaffected thereby.

CorMedix Europe GmbH will also be liable for any damage caused by slight negligence to the extent that such negligence relates to the breach of material contractual duties, the compliance with which is of special importance for the achievement of the object of the contract (cardinal duties). CorMedix Europe GmbH will, however, only be liable to the extent that the damage is typically related to the contract and is foreseeable.

CorMedix Europe GmbH will not be liable for any slightly negligent breaches of non-material contractual duties.

An additional liability is excluded, regardless of the legal nature of the asserted claim. To the extent that the liability of CorMedix Europe GmbH is excluded or limited, this applies also to the personal liability of the employees, representatives and agents of CorMedix Europe GmbH.

§ 10 Protection of your personal data

If customers place an order with us, CorMedix Europe GmbH will be required to ask for the customer's name, email address, shipping address, sort code and account number. Thereby, CorMedix Europe GmbH can process the customer's order and keep the customer informed of the order status.

The employees of CorMedix Europe GmbH have been specifically obliged to maintain secrecy and confidentiality, as well as to comply with the provisions under data protection law. CorMedix Europe GmbH will also use the information stored by it in order to notify the customer in the event of any necessary actions regarding the product required by law.

The customer hereby expressly agrees to such collection, processing and use of personal data.

§ 11 Choice of law/Place of jurisdiction/Place of performance

German law applies exclusively to these GTCs and all contracts and legal relationships with CorMedix Europe GmbH.

If the customer is a merchant, the exclusive place of jurisdiction is Fulda/Germany.

Unless provided otherwise in the order confirmation, the place of performance is the corporate seat of CorMedix Europe GmbH.

CorMedix Europe GmbH

As of August 2017