

Responsible contact:

**Agreement on the Grant of a Right of Use No.:**

made by and between

NÖ Landeskliniken-Holding,

hereinafter referred to as "NO-LKH", and the contract party:

Name of entity:  
Address:  
Contact:  
Telephone:

as follows:

**Preamble**

The following and conditions of contracts shall govern the setting up of devices furnished,

- dto NÖ LK-H for purposes of the grant of a gratuitous right of use (loaner device)  
 to NÖ LK-H for purposes of chargeable grant of a right of use (hire device)

by the Counterparty, and the provision of such consumables as are required to operate them (if ticked at sec. 2.).

**1. Device**

The Counterparty is providing to the following department:

Cost point number:

Head of Department:

- New device(s)                       Used device(s)

Productname:

Devicetype:

Device make:

Manufacturer:

.....  
(Signature of Head of Department with date,)

**2. Consumables**

The consumables required for operation shall be exclusively procured from the Counterparty

- YES                                       NO

**3. Contract term**

The grant of a right of use shall apply

- for a term of                      months  
 for an unlimited term

from the time of successful formal acceptance

**4. Services - Execution**

The services of the Counterparty shall, in addition to the supply of a functional (medical) product, set up and ready for operations, the connection of such (medical) product to existing facilities and systems up to the fixed power supply and utility supply and disposal lines or other medical products together with accessories and set-up materials required to operate them (e.g. rails, stands, assembly plates, plugs, control devices, wall fixtures, floor-mounting plates, ceiling anchoring rings etc.), the repositioning of such parts, supply with consumables, support for NÖ LK-H to obtain all of the necessary regulatory approvals/inspections, the provision of any other required documents (document serving as evidence, certificates etc.), attendance at any test operations that may be carried out and provision of training up to successful final acceptance and full maintenance pursuant to sec. 3.7 ff of AGB-NÖLKH-MT during the term of the contract and proper and expert disassembly of the device/ system upon termination of the grant of a right of use.

**5. Costs**

**5.1 Usage fees (only in the case of devices for hire)**

Σ Usage fee (net of VAT) per year	
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**5.2 Full maintenance fees**

The fee for full maintenance pursuant to 3.7.ff. of AGB-NÖLKH-MT, as from time to time amended, for the device/devices shall be borne by NÖ LK-H in the following amount for the term of the grant of a right of use agreement

Σ Full maintenance fee (net of VAT) per year	
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**5.3 Costs of consumables**

The costs for the consumables required for operation of the device shall be

- borne by the counterparty     
  borne by NÖ LK-H     
  does not apply

In the event that the costs of consumables are borne by NÖ LK-H:

Σ Forecast <sup>1</sup> costs of consumables (net of VAT) per year	
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<sup>1</sup>no duty to undertake formal acceptance on the part of NÖ LK-H shall apply for the forecast number/year

**5.4 Total costl per year**

forecast total costs (net of VAT) per year	
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**6. Invoicing**

Invoicing shall be performed in consultation with the Land clinic in question, in line with the AGB-NÖLKH-MT, invoice address is Land NÖ, c/o the Land clinic in question.

In the event that the terms of payment of the Counterparty which have been centrally negotiated depart from the terms of payment in AGB-NÖLKH-MT, the following terms and conditions shall apply:

- Cash discount period:
- Cash discount in %:
- Payment deadline (net):

### 7. Connection to ICT network

Connection of the device can be provided by the Counterparty to the ICT network (see sec. 3.3.4 ff AGB-NÖLKH-MT):

YES

NO

### 8. Formal acceptance

The process of formal acceptance shall be governed by the terms of AGB-NÖLKH-MT, as from time to time amended, subject to the following additional provisions:

As a basic rule, only such devices/systems may be used which have already been approved by the technical safety officer for the NÖ Land Government, Department BD4, Safety Technology section, and where such approval is documented. In the event that any such approval has not yet been provided, the Counterparty must procure it in documented form from the technical department of the Land clinic in question prior to final acceptance

### 9. Liability

- 9.1** The Counterparty shall be liable for ensuring that the device and consumables are in line with the legal and regulatory provisions applicable within Austria (e.g. the Austrian Medical Products Act) and shall be liable for any and all losses arising in respect of patients, users or third parties despite the proper use of the device and/or for any and all damage to the device arising as a result of incorrect operation due to deficient induction/training and as a result of functional faults.
- 9.2** NÖ LK-H shall bear liability for damages caused by improper use of the device or the culpability of its users. The NÖ LK-H shall not bear liability for wear and tear stemming from the agreed/normal use of the device.

### 10. General provisions

The AGB-NÖLKH-MT, as from time to time amended, shall apply mutatis mutandis to this contract. The entirety of the contract substance which is explicitly governed by this contract is comprehensively covered by this document; for this reason, terms and provisions in the AGB-NÖLKH-MT governing the same subject-matter shall not apply.

The German version of this agreement shall be the original, the English version serves as translation.

#### List of Annexes:

Annex./1 Detailed itemisation of projected total costs