

Terms of Use for the B. Braun Extranet

1. Scope of application

The following Terms of Use apply to your use of the B. Braun Extranet (in the following referred to as the "Extranet") provided by B. Braun Melsungen AG (in the following referred to as B. "Braun"):

By accepting the Terms of Use when initially registering for access to the Extranet service you conclude a user contract with B. Braun and accept the following Terms of Use for the use of the Extranet. Any deviating conditions of the user being in conflict with the General Terms of Use shall not apply.

Current information about the persons being entitled to represent B. Braun as well as contact addresses can be gathered from the Impressum of the Extranet.

2. Essential characteristics of the Extranet

B. Braun provides you as a user of the Extranet with information and documents as a free service and simultaneously offers you the possibility to enter into direct contact with B. Braun employees.

The essential characteristics of the Extranet:

1. The Extranet is a digital service making available information and documents pertaining to the products, fields of therapy and general services offered by the B. Braun Group.
2. Via the Extranet you have the possibility to intercommunicate with B. Braun employees.
3. The Extranet is available for use at no cost. B. Braun reserves the right to place advertisements or banner ads on the Extranet.

Access to the Extranet is restricted to persons acting in pursuance of a trade, being self-employed or employed with either of these occupational groups. For using the system users are required to authenticate themselves with a user name and a password, which they enter on registration.

3. Conclusion of contract and services

The contract for using the Extranet and the functions offered by it is made when you register with in the Extranet and accept the Terms of Use set forth.

3.1 Identification, registration and access to the Extranet

Use of the service offers requires the user's previous registration with the Extranet and the acceptance of the Terms of Use as well as the assignment of a personal password.

In addition, the user assures that the information given by him in his user profile is true and correct, especially with regard to his first and family names, address, company and e-mail address. The user is bound to inform B. Braun of any change of his particulars without delay.

The right to use the services through the Extranet shall automatically be terminated if the Terms of Use are violated or in the event that B. Braun will revoke its permission of use at its own discretion. This may happen without giving cause.

3.2 Use of access data, access to the Extranet

The access data are exclusively intended for the personal use by the user concerned. The user may not pass on the data, in particular his password, to any third parties, not even to relatives or colleagues. The user is bound to always keep the access data secret, in particular his password, and to prevent the unauthorized use of the Extranet by third parties. If the user learns about any abuse of the access data or only suspects an abuse of information, he will inform B. Braun accordingly without delay. In case of abuse or suspected abuse B. Braun is entitled to immediately block access to the Extranet. The user will be liable for all the consequences resulting from the use by third parties, if he is responsible for the abuse of the access data. The user will also be responsible for the abuse, if he made possible the unauthorized use of the access data by negligence only. Liability will end only when the user has informed B. Braun in writing (*contact address cf. Impressum*) about the unauthorized use and, if necessary, has changed his password.

3.3 End and withdrawal of access

B. Braun reserves the right to temporarily or permanently block the user's access data without giving reasons in case of violations of the present Terms of Use, in particular on the grounds of false information given in the user profile, unauthorized transmission of access data, in particular of the password, and/or abuse of the Extranet and/or to definitely withdraw the user's access with immediate effect or with a period of notice at the discretion of B. Braun and to terminate the contractual relation extraordinarily and without notice.

3.4 Services; e-mail services

3.4.1 Access to information

After successful identification and registration with the Extranet the user is given access to various free items of information, documents and service offers.

3.4.2 E-mail messages

The user is offered free e-mail messages in the Extranet. For receiving these e-mails the user must only give an e-mail address used by him and/or assigned to him personally for his sole use. Other e-mail addresses, especially those of third parties, are not admissible.

To cancel e-mail forwarding a deactivation feature is made available

In case of technical or other problems with deactivation the user is offered technical support under extranet@bbraun.com.

4. Other provisions concerning the use of the Extranet

4.1 Confidentiality of access data

Your access data are exclusively intended for your personal use of the offer and you therefore must keep and maintain them in confidence.

4.2 Purpose of use

The purpose of the use of the voluntary services is restricted to the pursuance of your trade or business or self-employment or your employment with a person belonging to one of these occupational groups.

The purpose of the use of or participation in the fora established and of additional services offered is restricted to the exchange of opinions and experiences with employees of B. Braun or with other registered users within individual user groups.

4.3 Online publishing of materials by the user

In particular when participating in fora or joint project rooms you have the possibility to upload your own materials (such as photographs, texts, etc.) to the Extranet. You are solely responsible for the content of such materials. You hold us and our employees harmless from any third-party claims arising in connection with your uploaded material, in particular claims for violation of copyright, registered designs, registered trademarks and/or personal rights. Moreover, you confirm that the contents of such materials do not offend against the criminal law. B. Braun reserves the right to interrupt online publishing of your materials in case of a suspected violation of third-party rights or of the criminal law and is not obligated to you to check your materials for possible offences or in other respects.

Without prejudice to the above provisions B. Braun reserves the right to delete your materials after expiration of a specified period of time.

5. Copyright, license rights and trademark rights

The design of the Extranet and the texts, images, graphics, layouts, sounds, animations, videos and databases are secured by copyright and/or other laws for the protection of intellectual property. They are the property of B. Braun, unless otherwise indicated.

The offer of the Extranet may not be interpreted in such a way as if a license or title to a copyright, patent, trade mark or other right protectable by law would tacitly, by legal effect or otherwise be transferred by B. Braun or some third party.

6. Data backup

It is up to the user to regularly back up data and information relevant to him at a technical level appropriate to the importance of the data concerned in order to protect them from loss, damage and change.

7. Data privacy; storage

We store the present Terms of Use and the personal information given in your profile for the purpose of assigning to you a specialist contact with B. Braun and of providing you with target-group specific information. You will find further details about the handling in our data privacy statement.

8. Liability

B. Braun accepts no liability for any damage resulting from the use of the Extranet under this agreement or on the basis of some other title, including by not limited to, liability for the correctness of the contents of the web pages and documents published on the B. Braun Extranet as well as the virus-free condition of the whole Extranet, unless liability is founded on premeditation or gross negligence, including premeditation by our representatives or third parties acting as agents for us or on a violation of our essential contractual duties. In so far as we are blamed for a violation of the cardinal duties liability to pay damages is restricted to the foreseeable, typically occurring damage. Liability for culpable violation of life, body or health will remain unaffected, the same as legal liability under the Product Liability Act.

This restricted liability applies in particular but not exclusively to direct, indirect, incidental, special or consequential damage, especially to loss of profit or loss of advantages, including damage caused by loss of data or other faults occurring through the use of the services on the B. Braun Extranet, and by temporary restrictions or interruptions of the access to the B. Braun Extranet.

The Extranet may include links to external third-party web sites. We do not have any influence on their content and do not assume liability for it. For the content of the linked sites the provider or owner of the same is responsible himself. If any violations of the law become known, we will remove such links without delay.

The same applies to the data and information posted by the users, which are solely intended for the mutual exchange of information with business partners. B. Braun does not assume liability for the contents thereof.

We, however, again reserve the right to immediately remove any unlawful contents from the B. Braun Extranet .

The use of specialist information made available by B. Braun on the Extranet is exclusively at the user's own risk.

B. Braun especially does not warrant the correctness, completeness and up-to-date condition of the information.

B. Braun, its employees, representatives, suppliers or contracting partners can on no account be held responsible for any damage caused by the use of the specialist information provided on the Extranet. Claims for liability in connection with the use of specialist information from the Extranet raised against B. Braun with regard to material or moral damage are excluded on principle, unless

caused by negligence or gross negligence on the part of B. Braun Melsungen AG.

9. Revision of Terms of Use

B. Braun reserves the right to revise the Terms of Use at any time and without giving reasons. The revised Terms of Use will be communicated to the user by e-mail. The revised Terms of Use shall be considered agreed upon if the user does not raise any objections to their validity within 14 days after receipt of the e-mail. The objection must be in written text. In the e-mail B. Braun will separately draw the user's attention to the possibility of objecting, the delay permitted and the consequences of the user's inactivity. If the user files an objection either party has the right to terminate the agreement concerned without advance notice.

Possible revision of the Terms of Use, however, does neither include any alterations restricting the contents and the extent of the voluntary service provided by B. Braun, which would bring disadvantages to the user concerned nor the introduction of new obligations on the user so far not having been part of the Terms of Use.

10. Court of jurisdiction, choice of law

The sole venue for any dispute ensuing from the use of the Extranet shall be Melsungen. The laws of the Federal Republic of Germany shall apply exclusively.

11. Final clauses

This agreement shall in all respects be governed by and construed in accordance with the provisions of German law.

If any of the provisions of the above Terms of Use is or becomes partially or totally invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid one which most closely and lawfully approaches the economic purpose envisaged. The same shall apply to any potential loophole.

Melsungen, March 2011