

General Terms and Conditions / valid as from January, 1st 2020**§ 1 Validity of the Conditions**

1. The Seller's deliveries, services and tenders shall be based exclusively on these Terms and Conditions. Therefore these shall also apply to all future business relations, even if not expressly agreed upon again. These Conditions shall be deemed accepted no later than upon acceptance of the goods or service. Any counter-confirmation by the Buyer referring to its conditions of business and purchase is hereby objected to.
2. Deviations from these Terms and Conditions shall only be valid, if the Seller has acknowledged the deviations in writing.
3. All acts in law must be in writing. The simple electronic form (Section 127 III BGB [German Civil Code]) shall not replace the written form. The qualified electronic form (Section 126 a BGB [German Civil Code]) shall be necessary in this respect.

§ 2 Tender and Conclusion of a Contract

The Seller's tenders shall be subject to change without notice and not be binding. To be valid, declarations of acceptance and all orders shall be subject to the Seller's acknowledgement in writing or by telefax. The same applies to supplements, amendments or collateral agreements.

2. Drawings, illustrations, dimensions, weights or other performance data shall only be binding, if this has been expressly agreed upon in writing.

§ 3 Prices

Prices quoted in tenders and price lists of the Seller shall be understood to be unpackaged in euros excluding value-added tax and freight charges ex 78579 Neuhausen ob Eck works. The prices valid on the day of delivery shall be charged.

§ 4 Surcharge for small quantities

For orders under 100,00 EURO net we charge a minimum quantity surcharge of 20,00 Euro.

§ 5 Delivery and Performance Period

1. The deadlines and periods quoted by the Seller shall not be binding, unless otherwise expressly agreed in writing.
2. Even in the case of bindingly agreed periods and deadlines the Seller shall not be responsible for delays in delivery and performance due to force majeure and events that make it significantly more difficult or impossible for the Seller to deliver, including subsequent difficulties in procuring materials, business interruptions, strike, lockout, a shortage of personnel, a lack of means of transportation, official orders etc., even if they occur at the Seller's suppliers or their subcontractors. They shall entitle the Seller to defer the delivery or performance by the duration of the hindrance plus an appropriate start-up period or to wholly or partly cancel the contract on account of the part not yet fulfilled.
3. If the hindrance lasts longer than three months, the Buyer shall be entitled after having appropriately extended the original period to cancel the contract in respect of the part not yet fulfilled.
4. In so far as the Seller is responsible for a failure to meet bindingly agreed periods and deadlines or is in default, the Buyer shall be entitled to compensation for damage resulting from default at the rate of 1 % for every full or partial week of default, but in total up to no more than 10 % of the deliveries and services affected by default. Claims over and above this are excluded, unless default is due to at least gross negligence on the part of the Seller.

§ 6 Custom Made Articles

Custom made articles shall be charged commensurate with the cost price. Custom made articles cannot be taken back. Orders for custom made articles may be cancelled only with the Seller's express written consent. The Seller shall not be obliged to check industrial property rights existing in samples, drawings or other documents handed over for a custom made article. The Buyer shall be solely responsible for this. If the Seller incurs disadvantages as a result of infringing third-party industrial property rights in connection with custom made articles ordered by the Buyer, the Seller may demand from the Buyer compensation for the damage incurred by it.

§ 7 Shipment / Passage of Risk

The risk shall pass to the Buyer once the consignment has been handed over to the person carrying out the transportation or has left the Seller's warehouse for the purpose of shipment. If the shipment becomes impossible through no fault of the Seller, the risk shall pass to the Buyer upon notification of readiness for shipment. The Seller shall be entitled to insure the consignment against breakage, transport damage and fire damage at the Buyer's expense, unless the Buyer expressly refuses to accept this insurance.

§ 8 Obligation to report / monitoring in case of product defects

To comply with international regulatory requirements, we as a manufacturer are obliged to monitor our products even after delivery.

For this purpose, it is necessary that product defects detected by you are reported to us immediately after their occurrence, especially if patients, users or third parties have been harmed. Your obligation to pass on reportable incidents to the respective state authorities remains unaffected.

In order not to jeopardize important product properties, our transport and storage conditions must be observed with binding effect until delivery to or use by the user.

§ 9 Warranty

1. The Seller warrants that the products shall be free from manufacturing defects and defects in materials. The warranty period is 12 months.
2. The warranty period shall commence upon the passage of risk.
3. The Buyer shall be obliged to inspect the goods received and report any defects to the Seller forthwith within 10 days.
4. In the event that the Buyer gives notification that the products are inconsistent with the warranty, the Seller may at its option demand that
 - a) the damaged part be sent for repair and subsequently returned to the Buyer;
 - b) the Buyer keeps the damaged part and a customer service technician of the Seller shall be sent to the Buyer, to carry out repair work.
5. If the Seller fails to remedy defects within an appropriate period, the Buyer may at its option demand that the fee be reduced or the contract be cancelled.
6. Liability for normal wear and tear is excluded.
7. Only the direct Buyer shall be entitled to warranty claims against the Seller. These claims may not be assigned.
8. Warranty claims for used goods are excluded.

§ 10 Reservation of Ownership

1. The Seller shall reserve ownership rights in the items delivered up until the purchase price has been fully paid and further claims arising from the existing business relationship with the Buyer have been satisfied.
2. The item under reservation of ownership may not be pledged as collateral security, ownership of the item may not be transferred by way of security and the item may not be burdened elsewhere with third-party rights. The Buyer shall be entitled to resell and combine with other movable items only in the normal course of its business. The Buyer shall ensure that the Seller's reservation of ownership continues to apply where possible and already now fully assigns to the Seller the purchase money claim in respect of the (where applicable processed) item in relation to the Buyer's customers. The Seller hereby accepts the assignment. The Buyer shall name the customers on request.
3. At the Buyer's request the Seller shall release security rights, in so far as the value of security exceeds the claims to be secured by more than 10 % and the security right can be divided.

§ 11 Payment

1. Unless otherwise agreed, the Seller's invoices shall be payable without any deduction within in advance.
2. Despite instructions by the Buyer to the contrary, the Seller shall be entitled to first of all credit payments against the Buyer's older debts. If expenses and interest have already been incurred, the Seller shall be entitled to first of all credit the payment against expenses, then against interest and finally against the principal claim.
3. A payment shall first be deemed to have been made once the Seller has the amount at its disposal. In the case of cheques the payment shall first be deemed to have been made once the cheque has been cashed.
4. If the Buyer defaults, the Seller shall be entitled to charge as from the date concerned interest at a rate equivalent to the rate of interest charged by commercial banks for outstanding overdrafts plus statutory value-added tax, in all events however at the rate of 8 % above the respective base interest rate, pursuant to Section 288 II BGB [German Civil Code].

§ 12 Advance Payment and Lodging of Security

If after the conclusion of the contract the Buyer's financial circumstances significantly deteriorate or justified doubts about the Buyer's willingness to pay emerge, the Seller shall be entitled to demand at its option that its deliveries be paid in advance or by way of security.

§ 13 Limitation of Liability

In so far as these go beyond condition 4 section 4 of these Terms and Conditions, damage claims against the Seller as well as against its vicarious agents and persons employed by it to perform an obligation are excluded, except in cases of intentional misconduct or gross negligence.

§ 14 Default in Acceptance

In the event of default in acceptance by more than one month after notification of readiness for shipment the Seller may demand storage charges at the rate of 1 % of the invoiced amount for every full or partial month of default.

§ 15 Returning Goods

Every return of goods shall be subject to the Seller's prior written approval. The equivalent sum charged less processing expenses at the rate of at least 40 % and reworking expenses incurred shall be credited. The return shipment shall be free of charge for the Seller. Special makes, remodelled items, discontinued models and articles not listed in the Seller's sales documents are in principle excluded from returning.

§ 16 Data Storage

The Buyer agrees that its data relevant to the performance of the contract may be stored at the Seller.

§ 17 Applicable Law, Place of Jurisdiction, Partial Invalidity

1. The law of the Federal Republic of Germany is applicable to these Terms and Conditions and the entire legal relations between the Seller and the Buyer.
2. In so far as legally permissible, Tuttingen shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. If a provision in these Terms and Conditions or a provision under other agreements is or becomes invalid, this shall not affect the validity of any other provisions or agreements.