

## **General Terms and Conditions**

### **I. General Information**

1. For all deliveries and benefits of the Meyer-Haake GmbH Medical Innovations – hereinafter: called supplier – these terms of Delivery and Payment can be applied to. Purchasing terms of the purchaser are only binding for the supplier if the supplier has accepted them explicitly in written form.
2. If individual terms of these terms of Delivery and Payment are or shall get invalid, so the remaining terms shall not be affected.

### **II. Order Acceptance**

Orders are getting binding with the order confirmation from the supplier concerning manner and amount of delivery. If the order confirmation has not been passed the written order of the purchaser is decisive. Verbal agreements, especially supplementary agreements and promises of dealers need to be confirmed in written form by the supplier.

### **III. Prices and Payment**

1. The prices are ex work or stock of the supplier, excluding packaging, freight and insurance plus VAT.
2. If a fixed price was not explicitly arranged the agreed prices are binding from the order confirmation up to the mentioned delivery time. If a fixed price was not agreed upon the supplier is bound to the agreed price for two months after the order confirmation date. After this time the supplier has the right to raise the price adequate according to cost increases which have appeared after the order confirmation. This is not valid in case of delayed delivery by the supplier.
3. Invoices have to be paid prior to shipment through bank or S.W.I.F.T. transfer and the invoice amount received on supplier's account. The buyer has to take all costs. Irrevocable Letter of Credit or Documents against Payment is only accepted from an invoice amount of 10 000 EUR on; all accompanying costs have to be taken on buyer's account.
4. Failure to comply with the terms of delivery or circumstances decreasing the financial status of the buyer, are leading to an immediate maturity of all outstanding debits of the supplier. The supplier has the right after adequate days of grace to withdraw from the contract or to claim damages for non-performance.
5. The retention of payments and the summation with a from the supplier denied and not legally ascertained cross claims of the purchaser are excluded.

### **IV. Term of Delivery and Turnover**

1. The delivery time starts with the receipt of all for the execution of the order necessary documents and payment. All delivery times and dates are effective with a tolerance of four weeks if a fixed date was not expressly arranged. The delivery time is kept if the delivery items have left the plant or stock of the supplier prior to the expiration.
2. Occurrences force majeure at the supplier or his sub-suppliers prolong the delivery time accordingly. This is also valid for official interferences, supplying difficulties of energy and raw materials, strikes, lockouts and unexpected supplying difficulties if the supplier has not to take the responsibility. In these cases the supplier has the right to withdraw fully or partial from the contract. The purchaser has no right to claim for damages due to this kind of withdrawal.
3. If the delivery was not fulfilled from the supplier even after a reminder and the expiration of an adequate

period of grace both in written form the purchaser has the right at exclusion of further demands to claim default compensation for the time from the expiration of the period of grace if the delayed delivery is based upon intention or gross negligence by the supplier, a legal representative or auxiliary person of the supplier. The compensation can be added up to a maximum of 0.5% for each completed week of the delay, but in total at most 5% of the price of the shipment which could not be delivered in time because of the delay.

4. Partial shipments are permitted. Shipments have to be accepted by the purchaser irrespective of his warranty claims even if the shipment shows minor defects.
5. The supplier explicitly reserves the right to change the design and equipment according to the technical progress.

## **V. Packaging, Shipment, Transfer of Risk**

1. The supplier chooses the packaging and kind of shipment in all conscience.
2. Leaving the plant or stock of the supplier the risk passes to the purchaser. If the delivery is delayed because of circumstances the supplier is not responsible for the risk passes with the note of readiness for shipment.

## **VI. Retention of Title**

1. Shipments stay at the ownership of the supplier until all demands from the supplier to the purchaser are fulfilled even if the invoice amount for special named demands is paid. For current invoices the retention of title for the shipments (conditional goods) is valid as assurance for the invoice balance of the supplier.
2. The adaptation and converting of conditional goods by the purchaser takes place excluding the acquisition of ownership according to § 950 BGB on behalf of the supplier. The supplier stays owner of such an arisen item which serves as assurance of the supplier's demands according to as aforesaid 1.
3. If the purchaser converts the conditional goods by assembling and/or blending with others, not to the supplier belonging goods, so the terms of §§ 947, 948 BGB are applied for with the consequence that the supplier's joint ownership of the new item now becomes a conditional good in terms of this condition.
4. Resale of conditional goods is only allowed to the purchaser in usual business on the condition that he also agrees upon retention of title as aforesaid 1. to 3. with his customers. The purchaser is not entitled for other disposals of the conditional goods in particular pledging and security transfer.
5. In case of resale the purchaser herewith transfers all resulting outstanding debits and other requirements against his customers with all ancillary rights to the supplier immediately until the fulfillment of all demands by the supplier. On demand the purchaser is bound to give all information and to hand over all files that are necessary for the assertion of the supplier's rights against the customers of the purchaser.
6. If conditional goods are resold after adaptation and converting according to aforesaid 2. or together with other goods which also do not belong to the supplier the assignation of the purchase price claim according to 5. is valid up to the amount of the invoice value of the supplier's conditional goods.
7. If the value of the existing securities for the supplier exceeds the complete demands more than 20% the purchaser can ask for releasing securities to the choice of the supplier.
8. The supplier has to be advised immediately in case of distress or confiscation of the conditional goods. Arising intervention costs are balanced to purchaser's cost.
9. If the supplier makes use of retention of title by withdrawing the conditional goods the supplier has the right to sell or auction the goods. The withdrawal of the conditional goods which can not be considered as rescission of the contract is carried out for the achieved revenue but at the most up to the agreed prices. Further demands for compensation especially lost profit stay reserved.

## VII. Warranty

For defects of the shipment including discrepancies of the agreed constitution the supplier can be held liable within 24 months after the transfer of risk to the exclusion of further demands as follows:

1. Notifications of defects have to be claimed immediately but at the latest 5 days after the receipt of the shipment in written form. The period is prolonged to one week after discovery for non-obvious defects but not longer than 24 months after the transfer of risk.
2. The warranty for sterility requiring disposables is limited to the mentioned autoclave cycle of the manufacturer. For used products the warranty is excluded.
3. For justified and accurately timed notifications of defect the supplier has to get the chance for subsequent fulfillment within an adequate period.
4. If the supplier does not fulfill his warranty duty or the subsequent fulfillment fails the purchaser has the right to reduce the price or cancel the contract respectively the unsatisfactory achievement only. Further demands especially the compensation for consequential loss and loss of profit are excluded if they were not caused upon intention or gross negligence by the supplier, a legal representative or auxiliary person of the supplier.
5. The supplier can not be held liable for damages caused by a third party, improper assembling or storage, overstraining, over-voltage or chemical influences unless intentional fault by the supplier is proven. Afore mentioned reasons of default result in loss of all warranty demands. The same applies to repairs done without authority or interference of the purchaser or a third party.

## VIII. Data Protection

The supplier gives notice to the purchaser that all necessary data for the performance of a commercial business will be saved.

## IX. Place of Execution and Jurisdiction

1. Ober-Mörlen is the place of execution for all duties arising from the contract or the contract proceedings including those that are according to securities the supplier is entitled to.
2. If the purchaser is a merchant, a legal person of the common right or a separate estate of public law the place of execution is Ober-Mörlen or the responsible court of the purchaser's domicile.
3. German right can be applied only. The application of the United Nations convention on contracts for the international sale of goods (CISG) is excluded.

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