

General terms of business, delivery and service

Medizin & Service GmbH, Boettcherstraße 10, 09117 Chemnitz, Germany

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I. General

(1) As a basic principle, we only accept general terms of business of our customers, in particular conditions of purchase and payment, if applicable, only in writing. Otherwise, we only deliver or provide our products or services respectively taking our conditions as a basis.

II. Conclusion of contract

(1) Our quotations are non-binding. All orders are to be made in writing and only become binding after confirmation of order from our side.

(2) Samples are regarded as average samples. They remain the property of the seller.

(3) All other arrangements are to be made in writing as well.

(4) In case of goods ordered in our online-shop, we have the right to accept or reject the order within three working days upon receipt.

III. Purchase price and additional costs

(1) All prices are quoted ex works unless anything to the contrary has been agreed, excluding the statutory value added tax in the respective amount.

(2) In case price changes occur between contract award and delivery, calculation is made on the basis of the prices valid at the day of delivery, provided there are more than 4 months between contract award and agreed date of delivery or provided a respective price amendment clause has been agreed explicitly.

(3) For orders below EUR 50.00 net price, we calculate EUR 7.50 extra charge for small quantities except orders from our online shop.

(4) In case delivery on a carriage free basis has been agreed, the costs for the freight and respective additional costs have to be advanced by the customer. Quotation of freight costs is non-binding. Prices are based on the freight and delivery cost valid at the day the offer was issued. Alterations of these costs are in favour of or at the expense of the customer until the delivery date.

(5) Prices and delivery costs in our online shop shall to binding regarding the day the order was placed.

IV. Transfer of perils

(1) Risks regarding sinking and deterioration reside with the recipient in all cases as soon as the item of delivery has been delivered to its destination address.

V. Period of delivery

(1) We deliver at the date stipulated by contract. This is considered as fulfilled as soon as the subject of agreement leaves our offices or storerooms at a particular date or in case services have to be provided by us, when the performance has been finished. Agreed periods of delivery and services are extended in an appropriate way in case of force majeure including traffic jams and obstructions, strikes and lockout. No acceptance certificate is required by the customer for delivery, unless explicitly agreed otherwise. If binding period of delivery is exceeded by more than 4 weeks, the customer has the right to withdraw from the contract after expiry of an appropriate extension of time of at least 30 days. The extension of time has to be made in writing. Cancellation of contract has to be submitted by registered mail. The right of cancellation is only available for the customer within 2 weeks after expiry of the extension of time.

(2) The customer's right to receive compensation in case of delay in performance due to damage caused by delay or due to non-fulfillment, which may optionally be asserted right of withdrawal, is limited in such extent, that the delay is based on at least grossly negligent causing by us or that the customer proves that he is threatened by claim for damages by his customers due to the delay caused by us. As for the last case, the claim for indemnity is limited to such an extent that we are not liable for damages being atypical as regards the contract and which cannot be foreseen by us or which are not controllable by the customer. This limitation of liability also applies for gross negligence by an auxiliary person. The legal liability of Medizin & Service GmbH, its legal representatives or senior executives due to deliberate intention and gross negligence remain unaffected hereby. To the extent that our liability is excluded, his shall also apply for the personal liability of our legal representatives and auxiliary persons.

VI. Acceptance rejection

(1) In case the customer refuses acceptance of goods, we may set an appropriate time limit for acceptance. If the customer does not accept the goods within the set time limit, we are entitled to withdraw from the contract or to demand compensation in the amount of 20% of the agreed purchase price due to non-fulfillment. We and the customer are at the liberty to prove a higher or lower actual damage and to assert it.

VII. Assembly, customer service

(1) Unless otherwise agreed, the assembly and performance of service features is carried out by us. We are entitled to assign specialists or companies with the respective works to perform such works.

(2) The assembly includes installation of the delivered plant on site ready for use. All kinds of preparatory work, for instance arrangement of the assembly location, provision of supply lines etc. have to be furnished by the customer at his expenses in sufficient time before start of assembly.

(3) Measures given in the installation drawings shall be binding for the customer. In case measures are not adhered to and in case additional costs accrue due to reworking or due to other reasons, these costs are at the expense of the customer, calculated by time and effort. The customer has to take precautions in order to ensure that the assembly can be performed without loss of time and without any interruptions. The customer has to provide required chain hoists and scaffolding at his expense.

(4) All supplies necessary for the installation or initial operation of devices and plants (e.g. water, drainage, electricity, gas etc.) have to be laid by the customer at the places stated in the assembly drawing before assembly commences.

(5) By acceptance of assembly, regulations regarding transfer of perils are not amended for the delivery of objects.

(6) Assembly costs include travelling expenses, tool transport costs, hourly wages for labor and travelling time and daily allowance. Hourly wages are invoiced as per work performance record at our respectively valid hourly rates; In addition to that, installed parts and materials are calculated for service performances.

(7) In case a flat rate is agreed for the assembly, if does not include acceptance by the Technical Inspection Authority TÜV and bacteriological test.

(8) All interruptions of assembly works not being caused by our assembly operators or due to faults at our devices or plants, in particular delays due to insufficient construction progress or lacking provision of electricity, gas, steam, water etc., entitle us to claim additional costs separately incurred by that.

VIII. Default of acceptance

(1) If the customer is in default of acceptance, the goods are placed into stock at this expense and risk at a place determined by us.

(2) In case the default of acceptance is more than 3 months, we have the right to withdraw from the contract, to sell the delivery item by our own discretion and to claim compensation due to non-fulfillment after written notice in advance.

IX. Payment of purchase price

(1) Unless explicitly agreed otherwise, payments have to be made within 14 days from the invoice date. Discounts can only be given after explicit written agreement.

(2) We are not obliged to accept bills of exchange on cheques as payment; if they are received, this is only done on account of performance. Collection and discount charges, as well as the note tax are at the customer's expense. These costs have to be paid to us including the invoiced value.

(3) Payment of the purchase price in the online shop can be made by prepayment or PayPal. Additional arising costs (e.g. changing scheme), especially for foreign payment occurring in connection to the payment of the purchase price, are completely at the expense of the customer.

X. Delayed payment by customer

(1) If the set period for payment is exceeded, the customer has to pay default interest of 2% whit the respective discount rate of the Deutsche Bundesbank. The enforcement of another damage caused by delay is expressly reserved by us.

(2) In case of suspension of payment, application regarding commencement of bankruptcy or composition proceedings by the customer, we are entitled to demand prepayment on securities.

XI. Retraction

(1) Only unused goods can be taken back in its original packaging. The taking back of goods is with costs in each and every case.

(2) Taking back of goods only after written approval by Medizin & Service.

(3) Data storage device with broken seals can never take back.

XII. Warranty

(1) Open transport damages (package damaged) have to be immediately confirmed in writing by the delivery person or have to be reported in writing by the forwarding company within 24 hours. Hidden transport damages (content damages) have to be reported within 1 week. The goods have to stay completely unused as upon receipt until inspection.

(2) Faults at the delivered goods, the services rendered or lacking of guaranteed features have to be notified in writing, at the latest within 10 days after delivery or after termination of performance — for hidden faults at the latest within 10 days after discovery. Dose the customer not fulfill his obligation to inspect and/or to notify a defect in due time, all kinds of claims regarding the faulty delivery or excess or short delivery resp. is excluded, unless we acted with malice.

(3) In case the customer or a third party has executed rectification works without authority, liability on our part is excluded to such an extent as those reworks have caused further damages.

(4) We possess the right to retouch rejected goods or services or to provide replacement delivery. In case the retouch or replacement delivery fails the second time, the customer may withdraw from the contract (redhibition) or demand an appropriate reduction of the purchase price (reduction). The same applies if we are not able to perform the retouch or to provide replacement delivery free of defect. The warranty deed is extended by the duration of the retouching or rectification works.

(5) We perform the retouch at the place of performance or at the place the object to be retouched is at the time of the complaint at our discretion. The costs for required transport there and back are borne by us provided the object to be retouched is at the place it had to be delivered to as stipulated by contract.

(6) Should it turn out that the goods or services rejected by the customer are free of faults, we have the right to invoice the customer for the expenditures incurred for inspecting the faultiness.

(7) The warranty deed conforms to the legal provision (EU Directive). It starts with the transfer of perils, at the latest with delivery of the goods. This Time limit is a limitation period and also applies for claims for compensation of consequential harm caused by a defect provided no claims are made due to unauthorized actions/product liability.

(8) No warranty shall be assumed for damages occurred due to the following reasons:

- inappropriate or improper usage,
- faulty assembly or initial operation by purchaser or third party
- natural wear
- incorrect or negligent treatment
- replacement parts
- chemical, electrochemical or electrical influences,

provided they are not caused by our default or normal function of the goods.

(9) For replacement deliveries and reworking, we are liable subject to the provisions in Para. (1) and (2) in the same extent as for the original delivery item.

(10) For performance of all reworks or replacement deliveries we consider as required at our discretion, the customer needs to provide us with sufficient time and opportunity; otherwise we are released from the liability of defects.

XIII. Liability

(1) Unless otherwise stipulated in these terms and conditions, we are fully liable only for damages based on deliberate intention or gross negligence of our employees.

(2) We are liable to such an extent of damage typical for the contract for damages caused by gross negligence of a simple auxiliary person.

(3) We are also liable for own ordinary negligence or ordinary negligence by executives for contract-typical foreseeable damage.

(4) Additional claims of the customer other than intended in these conditions, in particular for consequential damages and loss of profit are excluded provided they are not based on the lack of guaranteed features and which particularly intended to guarantee protection from such damages for the customer. The disclaimer also applies if claims occur from positive violation of contractual duty, for default at contract conclusion or extra-contractual liability rules, as for instance unauthorized action. The disclaimer does not apply for deliberate intention or gross negligence on our part or on the part of one of our executives, as well as for cases, in which consequential damage and loss of profit are parts of the contract-typical foreseeable damage. If we have enforceable claims against third parties, we are exempted from the liability by assigning these claims to the customer.

(5) The disclaimer according to Para .4 does not apply for claims as per §§ 1, 4 Product Liability Act. Furthermore, it does not apply for initial inability to perform or impossibility to perform we are responsible for and for damage caused by delay.

XIV. Retention of title

(1) The delivered goods remain our property until complete payment. We have the right to recall our services to the entire extent until that point.

(2) Should we lose the property by combining or mixing, we receive joint ownership regarding the combined or mixed item. If the delivery item, which still is our property, is sold by the customer, the customer has to transfer the monetary claim arising from the sale to us in advance. The customer may neither mortgage nor pledge the items still being our property as security.

(3) If the goods are processed by the customer, processing is done for the customer, who therefore is regarded as producer in terms of § 950 German Civil Code and purchases the property of the intermediate or finished product. In case of processing with other goods not belonging to the customer, we acquire co-ownership as regards the item in proportion of the value of the goods delivered by him for the value of the foreign goods at the point of processing. If the goods subject to are built into the property of a third party as an essential part by the customer, the customer asserts already today the claim for remuneration against third parties occurring for him.

(4) The customer bears the risk of sinking, wearing or damage during the effectiveness of retention of title. The customer is obliged to sufficiently insure the delivery items against damage and loss of any kind in our favor.

(5) Retraction of items delivered by us due to our retention of title is not considered as withdrawal from the contract, unless this is expressly stated by us in writing.

XV. Set-off

(1) Set-off by the customer including counterclaims is only allowed in case these counterclaims have been established as final and absolute or in case they have been accepted by us.

XVI. Place of fulfillment

(1) Unless otherwise agreed by contract, the place of fulfillment shall be the legal venue Medizin & Service GmbH.

XVII. Invalidation of single clauses, amendments

(1) In case single provisions of terms of business and delivery shall become invalid, the validity of the remaining provisions shall not be affected hereby.

(2) Each alteration of these conditions is required in writing. This also applies for waiving this clause regarding the written form. In case conditions are changed partly by written agreement, they shall stay valid.