

Terms and Conditions MEYTEC GmbH Medizinsysteme

Last Change: 30.06.2013

§ 1 General

1. Our general terms of business are exclusively valid; we do not recognize any deviation from the agreement, unless we have expressly agreed to them in writing. Our conditions are valid, too, when the performance is for our part unconditionally carried out, conditions of the customer standing contrary in knowledge or deviating from the following conditions.
2. These terms and conditions of business, shall exclusively apply to all current and future business relations between the agent (Customer) and principal (MEYTEC GmbH Medizinsysteme).
3. All agreements between the agent and principal for implementation of this contract are to be put down in writing

§ 2 Offers

1. Our offers, in particular the information on the internet, are not binding. The contract will be concluded only, when we have confirmed the inquiry of the customer by email or by fax in writing. All details to the performance description are binding only, if they are called in the text of this agreement expressly as binding.

§ 3 Delivery and Performance

1. The terms of delivery given by us and our dead-lines are non-binding. Binding assurances require correct self-supply on time. It is also decisive the on-time delivery of documents, approvals or keeping of payment agreements and other commitments. Part deliveries and part performances are possible.
2. According to §326 German Civil Code the customer should put away an extended deadline of three weeks. The principal has the right, according to the legal regulations, to withdraw from the contract or to require compensation, if the performance delay of us was caused negligently or deliberately. If the fulfillment of our contract obligations is made more difficult by no means or fundamentally for us in cases of force majeure like a strike or lockout, then the contracting parties have to adapt the contract appointments adequately without any claims being entitled to the customer from this against us. Cases of force majeure are also mobilization, war, civil war, riot, strike, lockout, flooding, unusual weather influences and other natural phenomena.

3. The reaction time at appearing complaints, disturbances or failures will be regulated in single service contracts separately.

§ 4 Reservation of ownership

1. The product remains still our property so long as the complete payment of all demands from the business relations. Until there the customer isn't authorized to pawn our goods or to leave it for safety reasons. If our product is resold by the customer, we don't carry responsibility for occurring claims.

§ 5 Danger transition and dispatch of product

1. If the customer demands the dispatching of the product to another place than the place of performance indicated according to the § 10 of the current paper, the customer will claim a complete responsibility as soon as we have surrendered the product to a carrier or to another certain persons intended for the execution of the dispatching. On a written request of the customer can be taken out a transport insurance.

§ 6 Prices and payment terms

1. All prices are calculated absolutely without additional costs (dispatch, packing, insurance).
2. The prices published by us are not binding as long as they aren't agreed particularly in writing.
3. Material is calculated according to our list price, that is valid at the time of the performance.
4. Performances on the spot inclusively waiting times of the customer are calculated as hourly timesheet plus journey cost. Every half hour are rounded up to hours.
5. Performances about remote servicing will be calculated in a lump sum.
6. All considerations to be paid are immediately and without discount payable after receipt of invoice. We are authorized at case of the payment delay still make outstanding deliveries and payments dependent on the settlement of the open invoice amount.
7. There will be no acceptance of any debts on the part of the customer, unless we have expressly agreed to them.
8. We are authorized by the selling price at a volume of orders as of euro 5,000. 00 respectively to demand 1/3 after the order confirmation, 1/3 after the goods

delivery and 1/3 after job execution. All payments are immediately payable without discount as soon as the billing occurs.

9. If payment delay occurs we are authorized to calculate the interest on default to the amount of 3% above the discount rate of the German Federal Bank.

§ 7 Guarantee

1. There are 6 months warranty claims to the purchase of any product up from the time of delivery; in case of work performances up from the time as of performance acceptance. The performance acceptance after completion has immediately to be carried out by the customer or his authorized representative.
2. A claim to improvement will be given to us to allow for the remedy of defects. The customer has to allow us an opportunity and adequate time for this. If the defect cannot be removed and further improvement tests aren't reasonable for the customer, reduction (reduction of the selling price) or rescission by the buyer (cancellation of the sales contract) can be required.
3. There is a warranty claim only when the product has been identified faulty at the time of handing over to the customer. It doesn't depend on whether the defect/s were recognizable at this time or not.
4. At first, the opportunity for the supplementary performance within a reasonable time period has to be granted to us.
5. In all cases we have the right to choose between remedying of defects and a new delivery. If the subsequent performance fails, the Customer has the right to reduce or to withdraw from the contract. The right of the Customer remains unaffected to demand compensation instead of performance in accordance with the legal stipulations and conditions of these damages.
6. The warranty claims shall not be permitted in case of only slight deviations in the stipulated condition, slight impairment of usability, of natural wear and tear or damage, that have occurred after passing the risk due to incorrect or negligent handling, excessive strain, unsuitable equipment, defective workmanship, unsuitable foundation subsoil or due to the external influences, that are not the part of this contract, as well as, due to the not reproducible software defects. Where the Customer or third parties have

carried out amendments or repair work in an incorrect manner, any damage claims for these and consequential damages will be rejected, as well.

7. Any claims of the Customer for expenses necessarily required for the purpose of the supplementary performance, in particular the costs of transportation, travel, labour costs or materials are excluded insofar as the expenses are increased, because the object of the delivery have been subsequently transported to a place other than the place of performance, except the transport corresponds to its proper use.

§ 8 Liability

1. Our liability due to the customer is impossible, except for cases of the firm intention and the gross negligence.
2. The liability because of warranted qualities remains untouched.

§ 9 Data protection

1. This will be processed mechanically and saved for our needs the complete address and other further details on the customer according to the contract terms.
2. Remote servicing at technological facilities is carried out only according to the assurance of the customer or after his individual release.
3. A confidential treatment of the data is guaranteed.

§ 10 Others

1. Should there be single regulations of this agreement ineffective, so remains unmoved the effectiveness of this other regulations. In this case the ineffective determination is replaced by a legally effective determination which if possible gets close to the target, contractual purpose.
2. German law applies to all contractual relations without exclusion.
3. Provided that the customer is a full merchant, the place of jurisdiction is Frankfurt/Oder. However, we are authorized to accuse the customer at his place of residence too.
4. Place of performance is Werneuchen OT Seefeld at Berlin (Germany).
5. In addition to the delivery and payment terms, also valid are the international trade hermitages (incoterms) in the international delivering traffic.