

## **1 General**

The following conditions apply to all offers, deliveries and services of MedFact engineering GmbH, unless otherwise agreed in writing. Deviating terms and conditions of our contractors are valid only as far as we agreed in writing.

## **2 Non-binding Information**

All offers, prices and other information are non-binding, unless explicitly otherwise stated. Technical modifications of our products are subject to change without prior notice. Drawings are only approximate unless they are specifically designed as binding.

## **3 Copyright**

On drawings, cost estimates, bids, and other documents all rights are reserved. They may not be made available to third parties.

## **4 Orders**

- a) Orders are binding for the buyer and are usually immediately delivered and invoiced. In case of late delivery, the customer will receive a written order confirmation which is decisive for the delivery. Changes shall only apply after our written confirmation.
- b) By issuing a purchase order the "Terms and conditions" of the MedFact GmbH are accepted.

## **5 Prices and Payment**

- a) Our prices are ex works, excluding packaging, transport insurance and shipping. These costs will be borne by the purchaser. Additionally, for deliveries within the domestic market the applicable VAT at the rate applicable at the time of delivery will be added.
- b)
- c) Payments apply only to the extent as done, as we can dispose freely at our bank.
- d) Payment instructions and cheques are only accepted as payment. Bills of exchange are not accepted.
- e) Incoming payments are factually and temporally charged at the choice of MedFact on existing debts. (i.e. costs, interest, claim and deliveries of goods, etc.)
- f) If the payment deadline is exceeded, the invoice amounts will be charge with interests of 5 % above the current base rate of the European Central Bank, without need of any special arrears setting. From second reminder onwards, reminder fees of Euro 40.00 per reminder will be charged.
- g) The customer is neither entitled for retention nor offsetting claims. He is not entitled, to withhold payment of due invoice amounts or to reduce the invoice amounts of his own accord in the event of a complaint about the goods.

## **6 Delivery time, partial and late delivery**

Delivery dates shall only be binding if confirmed in writing as binding.

- a) The duration of the delivery period shall begin on the date of the order confirmation or after receipt of all documents, materials, permits and approvals to be provided by the purchaser.
- b) Confirmed delivery dates will be met as far as possible by us but are only approximately binding.
- c) Partial deliveries are allowed at any time unless excluded by the customer in writing. Partial deliveries will be invoiced separately and are to be paid separately.
- d) Claims for damages of any kind due to delivery delays are excluded, except in cases of intent or gross negligence.
- e) Breakdowns, strikes, fire, shortage of raw materials and goods as well as other unforeseen events, that impede production or make it impossible shall be deemed as force majeure. Force majeure affecting us or our suppliers releases us from the obligation to comply with delivery deadlines for the duration of the disruption and its effects, without cancelling the business transaction.

## **7 The return of sterile goods is expressly excluded for safety reasons. Transfer of risk and acceptance**

- a) Each risk shall pass to the customer upon dispatch ex works, even when partial deliveries are made.
- b) The purchaser shall only be entitled to refuse acceptance of the delivery item if the delivery item has significant defects.

## **8 Retention of title**

- a) The delivered goods remain the property of MedFact until the purchaser has fulfilled all its liabilities arising from current and other business transactions.
- b) In case of default of payment of the purchaser MedFact is entitled withdraw from the contract, after setting a reasonable deadline. After withdrawal, the purchaser is obliged to return the goods delivered and to reimburse MedFact for any expenses incurred by MedFact up to that point.

## **9 Warranty**

For defects of our products we are liable to the exclusion of further claims as follows:

- a) Any damage must be reported to us without delay, not later than 8 days after receipt of the goods, or determination of the defect. The right of the customer to assert claims arising from defects shall become statute-barred 12 months after the defect has been discovered.
- b) Defective products, with materials or manufacturing defects, will be repaired or replaced free of charge. The defective products are to be sent to our address for inspection free of charge. Defective products not available for inspection cannot be replaced.
- c) If a defect occurs because of incorrect handling or unauthorised intervention by the purchaser or a third party, any warranty will be void.
- d) Replaced parts become the property of MedFact.
- e) Further claims of the purchaser, in particular the claim for compensation for damages not directly arising from the delivered items themselves, as well as consequential damages, are excluded.
- f) Claims for damages will only arise if damage has been caused intentionally or through gross negligence on our part; however, in any case they will only be limited to direct damage. Otherwise, claims for damages are excluded.

## **10 Right of Withdrawal**

If the purchaser becomes insolvent or credit unworthy, MedFact has the right to withdraw from the contract fully or partially. Claims for damages of the purchaser due to such withdrawal be excluded.

## **11 Place of Performance and Jurisdiction**

Place of performance and jurisdiction is Freiburg, including claims from bills and cheques. MedFact is, however, entitled to bring an action at the place of the purchaser's registered office. The law of the Federal Republic of Germany applies to all legal relations between MedFact and the purchaser.

## **12 Data Storage**

- a) The customer agrees to the processing of his personal data as far as this is necessary for the provision of our services.
- b) As a matter of principle, personal data will not be passed on to third parties, unless this is necessary for the provision of services (e.g. transport service providers or similar).
- c) Further information on data protection within the meaning of Art. 13 DSGVO can be found in our privacy policy.