



M É D I C O

General Terms and Conditions of Business and Payment

1. Scope

- 1.1. The delivery will be made on the basis of the seller's General Terms and Condition of Business and Payment that are described below besides the contractual agreement, The seller will also send them to you on request.
- 1.2. The seller does not recognize the buyer's general terms and conditions of business unless the seller would have expressly consented to their validity in writing. This rule also applies whenever the seller carries out the services unreservedly while being aware of the conflicting terms and conditions of business, or those which differ from these General Terms and Condition of Business and Payment.
- 1.3. The contractual agreements take precedence over the seller's General Terms and Conditions of Business and Payment that are mentioned in **Clause 1.1.**
- 1.4. The edition of the terms and conditions that are mentioned in **Clauses 1.1** and which can be called up when the buyer issues his declaration applies exclusively, even if no reference will be made to them once again when concluding similar contracts in the future, unless the contracting parties agree something else in writing.

2. Quotation

- 2.1. The seller's quotations are provisional, subject to change without notice and offered without engagement unless the quotation is described as binding in writing. A legal commitment will only materialize by means of both parties signing the contract, or as a result of the seller subsequently beginning to provide the service after receiving the purchase order.

3. Terms and conditions of sale and delivery, periods of delivery and passage of risk

- 3.1. The goods will be delivered exworks Incoterms 2020 from the inland factory.
- 3.2. The buyer will bear the costs of packing and packaging for special packing and packaging.
- 3.3. Information about the points in time of the delivery and service are non-binding, unless the seller describes them as binding in writing. The seller can provide partial services, insofar as the buyer is able to use the supplied parts in a practical way.
- 3.4. A bindingly promised period of delivery will begin to run when the buyer has completely handed over to the seller all of the information and supporting documents that are needed for this purpose and the buyer has fulfilled his other cooperative duties.
- 3.5. The periods of delivery and service will be prolonged by the period in which the buyer has fallen into arrears with payment arising from the contract.
- 3.6. The risk of accidental destruction or accidental deterioration of the purchased item will pass to the buyer at the point in time of delayed acceptance or the debtor's delay, or at the point in time when the buyer infringes his duties, or if the buyer culpably infringes his duties otherwise in the case of delayed acceptance or the debtor's delay.
- 3.7. If the contracting parties subsequently agree other services or additional services which affect the agreed time limits, then these time limits will be prolonged by a reasonable period.
- 3.8. If delivery of the goods to another place of delivery has been agreed, the following shall apply in addition:
- 3.9. The buyer will bear the cost of despatch. The buyer can determine the freight forwarder or carrier. A notification of despatch can be agreed.
- 3.10. The seller will deliver the goods from his inland factory at the buyer's risk. Therefore, the buyer bears the risk of destruction from the moment when the goods are handed over to the freight-forwarder or carrier, or to another transporter, even if these persons are his own employees. If the despatch is delayed as a result of circumstances which are the buyer's responsibility, then the risk will pass to the buyer from the day when the goods are ready for despatch. The seller then has the right will be vested in the seller at his discretion either

to charge immediate payment for the goods (back-order invoice) or to withdraw from the contract or to demand compensatory damages.

- 3.11. Unless contractually agreed exworks, the seller will choose the route and means of transport at his discretion (Article 315 of the German Civil Code).
- 3.12. Properly delivered goods will not be taken back.

4. Interrupted delivery/ Time limit for subsequent delivery

- 4.1. Neither party shall be liable for any impossibility or delay in the performance of any obligation under this Agreement due to force majeure such as, but not limited to, strike, riot, storm, epidemic, pandemic, fire, explosion, war (declared or undeclared), flood, governmental or political action or any other cause beyond the reasonable control of that Party, provided that there is no reasonable possibility of performing the obligations under this Agreement; provided, however, that in no event shall the obligation to pay any amounts due and outstanding at the time of such event or to perform any obligations not wholly or substantially affected by such event be waived.
- 4.2. The time limit for delivery and acceptance will be prolonged without further ado by the duration of the hindrance but up to 5 weeks at the most, or in the event of force majeure for which he is not to blame, which has lasted for longer than one week or will probably last for more than one week. A contracting party claiming force majeure must notify the other contracting parties immediately, otherwise the extension will not take effect.
- 4.3. Delays that are not the seller's responsibility could occur with the production and delivery because the seller arranges to produce the contractual goods, which represent a case of force majeure for him as a result.
- 4.4. If the delivery is not made or the acceptance is not given within the prolonged period of the delivery or the time limit for acceptance, then the other contracting party can withdraw from the contract after giving 12 calendar days of written notice.
- 4.5. The time limit for subsequent delivery is 5 working days for stocked goods and NOS (never out of stock) goods that are ready for despatch. The buyer can withdraw from the contract by means of a written declaration after this time limit has expired. If the buyer wants to claim compensatory damages instead of performance, then he must give 4 weeks of notice to the seller in writing after the agreed period of delivery has expired. The legal regulations about dispensing with giving notice (Article 281, Para. 2 and Article 323, Para. 2 of the German Civil Code) remain unaffected.

5. Warranty

- 5.1. Defects - even damage during transport or quantitative differences - that already detectable when the goods are delivered must also be criticized to the transporting company and recorded on the freight papers. Any claim by the buyer because of material defects or redhibitory defects which arises from infringement of duty, is excluded if the criticized defects are not recorded vis-à-vis the transporting company in a timely way.
- 5.2. The customer's complaints about apparent defects must be sent to the seller immediately: after receiving the goods. The buyer has to complain to the seller about latent defects immediately after discovering them.
- 5.3. Warranty claims shall be excluded in cases of only minor deviations from the agreed or customary quality or usability of the goods in quality, colour, width, weight, equipment or design do. This rule also applies to the commercially customary divergences, unless the seller has declared in writing that the delivery will be made according to samples.
- 5.4. If the customer's complaints are justified, then the buyer has the right to a repair or a delivery of flawless goods as replacements - according to the seller's choice - within 12 working days after the seller has received the returned goods. If the subsequent performance fails, then the buyer only has the right to reduce the purchase price or to withdraw from the contract, insofar as **Clause 6.2 and 6.3** apply.
- 5.5. If the customer's complaint is not made on time, then the goods will apply as accepted.

6. Compensatory damages

- 6.1. The buyer's claims for compensatory damages are excluded, insofar as nothing divergent is regulated in these conditions.
- 6.2. The exclusion in **Clause 6.1** does not apply, insofar as there is liability according to the Product Liability Law, or in cases of (criminal) intent or gross negligence of the proprietor, legal representatives or managers, or in the case of fraud, non-compliance with the undertaken guarantee, or culpable injury of the life, limb or health, or culpable infringement of essential contractual duties; essential contractual duties are those which characterize fulfilment of the contract and on which the buyer must rely. However, a claim for compensatory damages because of infringing essential contractual duties is limited to the contractually typical and foreseeable damages, insofar as no case other than that which is mentioned in Line 1 is present.
- 6.3. An alteration of the burden of proof to the buyer's disadvantage is not connected with the aforementioned regulations.

7. Terms of payment

- 7.1. The period of payment will begin on the date of the respective invoice. The invoice will be issued on the day of the delivery or on the day when the goods are provided.
- 7.2. Invoices are payable netto within 10 days after presenting the invoice and despatching the goods,
- 7.3. Payments must only be made to the seller directly or according to his instructions. The right is reserved to refuse cheques or bills of exchange. Cheques or bills of exchange will only be accepted for the sake of fulfilment; all of the associated costs - especially the discounting expenses as well as the interest and costs of discounting or collecting the bills of exchange - will be charged to the buyer.
- 7.4. Payments will always be utilized for settling the oldest due debt or account payable plus the accrued interest on arrears.
- 7.5. The conclusive credit entry in the seller's bank account is decisive for the timeliness of payment.
- 7.6. If the seller becomes aware of circumstances which justify serious doubts about the buyer's creditworthiness, then the seller will be entitled to make all of his debt claims due for payment immediately. There will be serious doubts about the buyer's creditworthiness in particular whenever he is in arrears with a least 1/6th of the invoiced amounts for at least 6 weeks, or if direct debiting will be cancelled on account of granted SEPA direct-debiting mandates - unless it is not the seller's duty to give pre-notification, or he does not comply with such a duty completely or not in a timely way - or if the cheques or bills of exchange are not redeemable, or if the seller becomes aware of fruitless compulsory execution measures, even those taken by third parties. Apart from that, the seller is entitled to demand security to cover the full value of advance payments for the deliveries that are still outstanding, or to refuse performance until the quid pro quo has been effected or security is pledged to him. All of the granted and promised rebates or discounts and other deductions or remunerations will become inapplicable simultaneously, so that the invoiced gross prices will be due for payment immediately. If the buyer does not settle all of the debt claims step by step within a reasonable period of grace that the seller has set in return for the delivery, or if he does not pledge security, then the seller will be entitled to withdraw from the contract according to the legal and contractual provisions including these terms and conditions and to demand compensatory damages instead of performance, as well as to prohibit the buyer from reselling the goods. The same thing applies if a reasonable period of grace is superfluous on account of the legal regulations.
- 7.7. Article 321 of the German Civil Code applies otherwise. Article 119 of the Insolvency Ordinance remains unaffected.

8. Payment after the due date

- 8.1. Interest of 9 per cent above the respective basic interest rate will be charged for the purposes of Article 247 of the German Civil Code in the case of payments that are made after the due date. Article 288 of the German Civil Code applies otherwise.
- 8.2. The seller is not obligated to make any further deliveries from the current delivery contracts before all of the due invoiced amounts including interest have been paid in full. The right to claim further damages arising from default is reserved.

9. Setoff and retention

- 9.1. It is only permissible to set off or retain due invoiced amounts against undisputed or legally established debt claims, insofar as the matter does not concern claims for compensatory damages which are closely connected with the buyer's claim to faultless contractual fulfilment.

10. Reservation of ownership

- 10.1. The goods remain the seller's property until full payment of all debt claims arising from deliveries of goods according to the general business connection, including secondary debt claims, claims for compensatory damages. The reservation of ownership also exists whenever the seller's individual debt claims are included in a current invoice and the balance will be accounted for and recognized.
- 10.2. If the buyer connects, mixes or processes the conditional commodity with a new moveable article, shall always take place in name and on our behalf the seller without him being obligated by it as a result. The buyer does not acquire ownership of the new article according to Article 947 et seq. of the German Civil Code through connecting, mixing or processing it. If it is connected, mixed or processed with articles that do not belong to the seller, then the seller will acquire co-ownership of the new article according to the proportion of his conditional commodity's invoiced value in relation to the total value.
- 10.3. Insofar as a central regulating office which undertakes the del credere is engaged between the seller and the buyer, the seller assigns his ownership when he despatches the goods to the central regulating office, with the suspensive condition that the central regulator pays the purchase price. The buyer will only be freed [from his obligatory payment] when the central regulator makes the payment.
- 10.4. The buyer is only entitled to resell or reprocess the goods subject to considering the following conditions.

- 10.4.1. The buyer is only allowed to sell or process the conditional commodity in the ordinary course of business, insofar as his pecuniary circumstances do not essentially worsen subsequently.
- 10.4.2. The buyer assigns herewith to the seller the debt claims with all secondary rights arising from reselling the conditional commodity, including any debt claims on the balance. The seller accepts this assignment.
- 10.4.3. If the buyer sells the debt claim within the framework of genuine factoring, then the buyer assigns to the seller his substituting debt claim against the factor and he forwards to the seller his proceeds from the sale proportionately in relation to the value of the seller's rights to the goods. The buyer is obligated to disclose the assignment to the factor whenever he is more than 10 days in arrears with settling an invoice or whenever his pecuniary circumstances worsen essentially. The seller accepts this assignment.
- 10.4.4. The buyer is empowered to collect the assigned debt claim, provided that he complies with his obligatory payments. The collecting empowerment will lapse in the case that the buyer defaults on payment or if the buyer's pecuniary circumstances essentially worsen. The buyer will authorize the seller in this case to inform the buyer's customer about the assignment and to collect the debt claim himself. The buyer must give the requisite information for making a claim against the assigned debt claims and he must allow this information to be checked. In particular, he has to hand over to the seller on demand a precise list of the debt claims that are vested in him with the name and address of the buyer's customer, the amount of the individual debt claims, invoicing dates, etc.
- 10.5. If the value of the security that exists for the seller exceeds all of his debt claims by more than 10 %, then the seller will be obligated at the buyer's request in this respect to release the security or securities) at his discretion.
- 10.6. It is not permitted to pledge or assign the conditional commodity or assigned debt claims as security. Interventions or measures by third parties in the goods subject to retention of title must be notified immediately in writing, subject to giving information about the pledge's creditor.
- 10.7. If the seller repossesses the delivered article by means of exercising his right to reservation of ownership, then that action does not automatically imply a withdrawal from the contract. The seller can satisfy himself through selling the repossessed conditional commodity by private treaty.
- 10.8. The buyer will safekeep the conditional commodity for the seller. He has to insure it against the usual risks like for example fire, theft and water to the customary extent. The buyer assigns herewith his claims for compensation to the seller according to the amount of the invoiced value, which are vested in him from damages of the aforementioned kind against insurance companies or other third parties who are obligated to pay compensation. The seller accepts the assignment.
- 10.9. All of the debt claims as well as the rights arising from the reservation of ownership to all of the special forms that stipulated in these conditions will remain in existence until full release from any accounts payable which the seller has received in the buyer's interests. The buyer is basically permitted in the case of Line 1 to operate factoring for his external accounts receivable. However, he has to inform the seller about this matter before receiving these accounts receivable.

11. Cancellation or expiry of the del credere insurance

- 11.1. If one of the seller's debt claims is secured by way of del credere or a similar allowance for doubtful accounts receivable - irrespective of whatever legal reason - then the seller will be entitled to choose either to withdraw from the contract or to fulfil the delivery only after receiving full advance payment of the purchase price (cash in advance), in cases where the delivery has not been made yet. The buyer's claim to compensatory damages will be inapplicable in the case of withdrawal.

12. Compliance

- 12.1. The contracting parties comply with the relevant provisions of the Data Protection Law and of the Cartel Law.

13. General regulations

- 13.1. If the provisions of these terms and conditions or those of the entire contract are completely or partially ineffective, incomplete or unworkable, or if they become so, then the validity of the remaining provisions will not be affected because of that. Any ineffective, incomplete or unworkable regulation shall be substituted by a reasonable regulation which approximates as closely as possible to the supposed will of the contracting parties when they concluded the contract, if they would have recognized the deficient regulation. If the parties do not find any reasonable regulation, then the law will also apply instead of it in this respect.
- 13.2. Quakenbrück is the place of performance (domicilium executandi) for all services arising from the General Terms and Condition of Business and Payment for both parties; the District Court of Bersenbrück or the Regional Court of Osnabrück applies as the agreed place of jurisdiction (domicilium disputandi).
- 13.3. The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11th April 1980 is excluded.