

#### **I. General information**

Any and all spare parts and consumables we provide—including those ordered over the internet—are supplied solely on the basis of the General Terms and Conditions set forth below, provided that said supply is not modified or excluded with our express consent. We hereby explicitly refuse to accept any conflicting purchasing conditions of the purchaser. Such conditions will not be accepted even if we do not object to them again upon receipt.

#### **I. Payment**

1. The purchase price amount and charges for additional services (in particular for transport and packaging) shall be immediately due and payable, without any early payment discount, upon the transfer of the articles and presentation or sending of the invoice, provided that no other payment arrangements have been made.
2. The purchaser may only offset claims of the seller with a counterclaim if the purchaser's counterclaim is uncontested or if a legally valid title exists; the purchaser may only exercise a right of retention where said right is based on claims arising from the contract of sale.

#### **II. Delivery and delay in delivery**

1. Any delivery dates or periods that can be agreed upon in a binding manner shall be issued in writing. Delivery periods shall commence upon conclusion of the contract.
2. If a non-binding delivery date or period is exceeded by ten days, the purchaser may request delivery from seller. The seller shall be deemed in delay upon receipt of the request. If the purchaser is entitled to compensation for a loss caused by the delay, said compensation shall, in the event of ordinary negligence on the part of the seller, be limited to no more than 5 percent of the agreed-upon purchase price. If the purchaser additionally wishes to rescind the contract and/or demand damages in lieu of performance, the purchaser must grant the seller a reasonable deadline for delivery following the expiration of the ten-day period according to sentence 1 of this section. If the purchaser is entitled to collect damages in lieu of performance, said damages shall, in the event of ordinary negligence, be limited to no more than 25 percent of the agreed-upon purchase price. If the purchaser is a legal entity, a special fund under public law, or a business owner acting in the capacity of conducting commercial or self-employed activities when concluding the contract, claims for damages in the event of ordinary negligence are hereby excluded. If delivery should happen to become impossible for the seller while the seller is in delay, the seller shall be held liable subject to the limitations on liability stipulated above. The seller shall not be held liable if the loss would have occurred even in the event of timely delivery.
3. If a binding delivery date or period is exceeded, the seller shall be deemed in delay as soon as the delivery date or period is exceeded. The rights of the purchaser shall in this case be defined according to section 2, sentences 3 through 6 of this Article.
4. Force majeure or such disruptions to the seller's operations or those of its suppliers which hinder the seller, through no fault of its own, from delivering the articles by the agreed-upon date or within the agreed-upon period shall modify the dates and periods stated in sections 1 through 3 of this Article such that said dates and periods are extended by the duration of the disruption of performance caused by the aforementioned circumstances. If disruptions of this nature result in a postponement of performance by more than four months, the purchaser may rescind the contract. This shall have no effect on any other rights of rescission.
5. The manufacturer reserves the right to make changes to design and form, as well as changes to the scope of supply, throughout the delivery period, provided that said changes are reasonable for the purchaser to accept, with due regard for the interests of the seller. If the seller or manufacturer uses characters or numbers to designate the order or the ordered articles, it shall not be possible to derive any rights solely therefrom.

#### **III. Passage of risk, shipping**

1. Risk shall pass to the purchaser as soon as the shipment has been surrendered to the person executing transport, or as soon as the shipment has, for shipping purposes, left the seller's company storage facility or the storage facility of the shipping point assigned by the seller. This shall also apply where transport is executed by personnel of the seller. If shipping becomes impossible through no fault of the seller, risk shall pass to the purchaser upon notification that the articles are ready to ship.
2. The means of transport and type of shipping shall be chosen by the seller.

#### **IV. Acceptance process**

1. The purchaser shall conduct an acceptance inspection of the articles upon delivery thereof by the person executing transport. If the purchaser fails to complete the acceptance process, the seller may exercise its rights under law.
2. If the seller demands damages, said damages shall be equal to 10 percent of the purchase price. The amount of damages shall be increased or decreased if the seller demonstrates a higher loss or the seller a lower loss, respectively.

**V. Retention of title**

1. The articles shall remain the property of the seller until the amounts receivable to which the seller is entitled under the contract of sale are settled. If the purchaser is a legal entity, a special fund under public law, or a business owner acting in the capacity of conducting commercial or self-employed activities when concluding the contract, the title shall also be retained for the seller's outstanding claims against the purchaser arising from the current business relationship, until such time as the amounts receivable to which the seller is entitled in connection with the purchase are settled.  
  
At the request of the purchaser, the seller shall relinquish the title if the purchaser has indisputably settled all receivables related to the articles and if there is appropriate security for the other outstanding claims arising from the current business dealings.
2. The seller may withdraw from the contract of sale if the purchaser is in default of payment. If the seller is additionally entitled to collect damages in lieu of performance and retakes possession of the articles, the seller and purchaser hereby agree that the seller shall reimburse the actual cash value of the articles at the time of repossession. The purchaser shall bear any and all costs of repossession and liquidation of the articles. The liquidation costs shall be equal to 5 percent of the actual cash value without proof. Said costs shall be increased or decreased if the seller demonstrates a higher loss or the seller a lower loss, respectively.
3. For as long as the title is retained, the purchaser may neither dispose of the articles nor grant third parties any use thereof by way of contract.

**VI. Quality defects**

1. If the purchaser is a legal entity, a special fund under public law, or a business owner acting in the capacity of performing commercial or self-employed activities when concluding the contract, claims by the purchaser on account of quality defects shall be time-barred starting twelve months after delivery of the articles.
2. Used parts as well as wear parts and parts with a limited service life (e.g., door seals, condensate drains) and consumables (e.g., sterile ventilation filters, batteries) are sold without any liability for defects. This shall have no effect on any other claims where defects have been maliciously concealed or a quality guarantee has been provided.
3. The following shall apply to the procedure for eliminating defects:
  - a) The purchaser shall submit claims for the elimination of defects to the seller. If claims are submitted verbally, written confirmation of the receipt of the submission shall be issued to the purchaser.
  - b) Parts which have been replaced shall become the property of the seller.

**VII. Liability**

1. If, on the basis of legal provisions and in accordance with the terms and conditions set forth herein, the seller is held responsible for a loss incurred due to ordinary negligence, the seller's liability shall be limited. The seller shall only be liable for the breach of material contractual obligations, and liability shall be limited to such loss as is foreseeable and typical in nature at the time when the contract was concluded. This limitation shall not apply in the event of injury to life or limb or the impairment of health. If the loss is covered by an insurance policy taken out by the purchaser for the relevant loss event, the seller shall only be liable for any harm to the purchaser resulting therefrom, e.g., higher insurance premiums or interest rate disadvantages until the insurance company has adjusted the claim(s). No liability is assumed for damage caused by ordinary negligence due to a defect in the articles.
2. Regardless of whether the seller is at fault, the foregoing shall have no effect on any liability of the seller where a defect is maliciously concealed, a guarantee is provided, or a procurement risk is assumed, and shall likewise have no effect on any liability under the German Product Liability Act.
3. Liability due to delays in delivery is conclusively governed by the provisions of Article II.
4. Personal liability on the part of the seller's legal representatives, vicarious agents and company employees for any damage they cause due to ordinary negligence is hereby excluded.

**VIII. Applicable law and legal venue**

1. All legal relations between the vendor and the purchaser shall be governed by the law of the Federal Republic of Germany, without reference to its rules of conflict of law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
2. The Regional Court of Munich shall have jurisdiction to adjudicate any and all disputes arising out of this Agreement, unless mandatory statutory provisions require otherwise. However, the seller shall be entitled to take legal action at the location of the purchaser's head office.