

General Terms and Conditions of Sale

I. General, Scope

1. These General Terms and Conditions of Sale (GTCs) apply to all of our business relations with our customers (hereinafter: "Buyer"). These GTCs apply only if the Buyer is an entrepreneur as defined in section 14 of the German Civil Code (BGB), a legal entity organized under public law or a special public fund.
2. These GTCs apply in particular to contracts for the sale and/or delivery of movable property (hereinafter also: "goods"), regardless of whether we manufacture the goods ourselves or purchase them from our suppliers (sections 433, 651 BGB). The GTCs apply in their most recent version as a framework agreement for potential future contracts for the sale and/or delivery of movable property to the same Buyer, whether or not we explicitly refer to these in each individual case; we will immediately inform the Buyer of any changes to our GTCs.
3. Our GTCs apply exclusively. Any differing, conflicting or additional general terms and conditions of the Buyer shall not become a part of any contract without our express written consent. This requirement of consent applies in every case, even if, for example, we agree without reservation to make a delivery in full knowledge of the Buyer's general terms and conditions.
4. Agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) always have precedence over these GTCs. A written agreement or our written confirmation is decisive for the content of such agreements.
5. Legally relevant declarations and announcements to be submitted to us by the Buyer after conclusion of the agreement (e.g. deadlines, notices of lack of conformity, declarations of withdrawal or notices of reduction) are effective only if they are made in writing.
6. References to the validity of statutory provisions are solely for the purpose of clarification. Even without such clarification, the statutory provisions apply, insofar as they are not directly modified or expressly excluded in these GTCs.

II. Conclusion of Contract

1. All of our offers are subject to change and non-binding. This also applies in cases in which we provide the Buyer with catalogues, technical documentation (e.g. drawings, plans, estimations, calculations, references to DIN standards), other product descriptions or documents (also in electronic form) to which we reserve ownership rights and copyrights.
2. Purchase orders for goods placed by the Buyer are considered a binding contract offer. Unless otherwise specified in the order, we are entitled to accept this contract offer within two (2) weeks of its receipt at our place of business.
3. Our acceptance can be confirmed either in writing (e.g. by means of order acknowledgement) or by delivery of the goods to the Buyer.

III. Delivery Period, Delay

1. The delivery period is agreed individually or specified by us when we accept the purchase order. If this is not the case, the delivery period is approximately two (2) weeks from the date the contract was concluded.

2. If we are unable to meet binding delivery deadlines due to circumstances beyond our control (non-availability of the product/service), we will inform the Buyer immediately of this and provide a new expected delivery period. If the product/service is still not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part. We will immediately refund any payments already made by the Buyer. The unavailability of the product/service in this sense includes such cases in particular in which our supplier is late in making its delivery to us, we have made a congruent transaction to cover our expected orders and neither our supplier nor we are responsible for said delay, or if we are not otherwise obliged to procure the delivery in the particular instance.

3. Delay in delivery on our part is defined by the statutory provisions. In any case, the Buyer must first issue us a reminder.

4. The Buyer's rights as outlined in VIII. of these GTCs and our legal rights, in particular in case of the exclusion of liability (e.g. exclusion of the obligation to perform due to the impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

IV. Delivery, Transfer of Risk

1. Delivery takes place ex warehouse, which is also the place of fulfilment. The goods will be shipped to another destination at the Buyer's request and expense (sales shipment). Unless otherwise agreed, we are authorized to choose the type of shipment, in particular the carrier, shipping route and packaging.

2. Deviations of the delivery item from offers, samples, trial and advance deliveries are permissible to the extent specified in the applicable DIN standard or other relevant technical standards.

3. If make-and-hold orders (call orders) are arranged, we are entitled to produce or have the entire purchase order quantity produced as a closed quantity. Change requests can no longer be considered after the order has been placed unless this was expressly agreed in advance. If no specific arrangements have been made, release dates and quantities can only be adhered to within the scope of our delivery and manufacturing capabilities.

4. We are entitled to make partial deliveries within a reasonable scope. We have the right to deliver up to 10% more or less of the contracted quantity of goods manufactured to the Buyer's specification.

5. The risk of accidental loss and accidental deterioration of the goods is passed to the Buyer at the latest with the transfer. However, for sales involving the carriage of goods (sales shipment), the risk of accidental loss and accidental deterioration of the goods and the risk of delay is transferred with delivery of the goods to the carrier, freight forwarder or other person or organization commissioned to carry out the shipping.

V. Prices and Terms of Payment

1. Unless otherwise agreed in individual cases, our prices valid at the time the contract is concluded apply; prices are without packaging, ex warehouse and plus VAT.

2. For sales involving the carriage of goods pursuant to IV. 1. of these GTCs (sales shipment), the Buyer bears the transport costs ex warehouse as well as any transport insurance the Buyer chooses. The Buyer bears any customs duties, fees, taxes and other public levies. As outlined in the German regulation on packaging (*Verpackungsverordnung*), we will not take back transport or any other packaging. Such packaging becomes the property of the Buyer, with the exception of palettes.

3. Our invoices are payable within 14 days with a 2% discount or within 30 days net, from the invoice date. Invoices for amounts less than €10.00 as well as for assembly, repairs, moulds and the share of costs for tools are due immediately without deductions (net). Payment must be made within this period; the invoice must be settled and the invoiced amount available no later than the due date.

4. The Buyer is in default upon expiration of the 30-day payment period. The purchase price accrues interest at the applicable statutory default interest rate for the duration of the default. We reserve the right to claim further damages for default.

5. The Buyer has no offset or retention rights unless its counterclaims are undisputed or legally binding by court order. The counterclaims of the Buyer, in particular those in accordance with VII. 7. (2) of these GTCs, remain unaffected in case of defects in the delivery.

6. If it becomes apparent after the contract is signed that our claim for the purchase price is at risk due to the Buyer's inability to make its payments (such as through the filing of a petition to open insolvency proceedings), we are entitled to withhold the delivery of our goods and services in accordance with statutory provisions and, after the expiry of any deadline set, to withdraw from the contract according to section 321 BGB. We have the right to immediately declare our withdrawal from contracts governing the production of custom-made items (single piece production). Legal provisions regarding the lack of necessity to set a deadline remain unaffected.

VI. Retention of Title

1. We reserve the right to retain title to the goods sold until all of our current and future claims arising from the sales contract and ongoing business relations (secured claims) have been paid in full.

2. The goods subject to retention of title may not be pledged or assigned as collateral to third parties until the secured claims have been paid in full. The Buyer must inform us immediately in writing if and insofar as third parties have access to our goods.

3. If the Buyer acts in violation of the contract, in particular by failing to pay the purchase price due, we are entitled according to the statutory provisions to withdraw from the contract and/or to demand return of the goods based on the retention of title. A demand for the return of goods does not automatically mean a declaration of withdrawal from the contract; rather, we are entitled to demand the return of the goods and reserve the right to withdraw. If the Buyer fails to pay the purchase price due, we are entitled to assert these rights provided we have already set a reasonable payment deadline for the Buyer to no avail or if the statutory provisions do not require us to set such a deadline.

4. The Buyer is entitled to sell the goods under retention of title in the ordinary course of business and/or to process such goods. In this case, the following provisions also apply:

a) The retention of title extends to all products resulting from the processing, mixing or combining of our goods at their full value, whereby we are considered the manufacturer. If third parties retain their title to products used in conjunction with the processing, mixing or combining of the delivered goods, then we acquire co-ownership in proportion to the invoice value of the processed, mixed or combined goods. In all other cases, the same applies to the resulting product as to the goods delivered subject to retention of title.

b) The Buyer already assigns to us now as a security any claims against third parties arising from the resale of the goods or products – in total or in the amount of any resulting co-ownership on our part pursuant to the aforementioned paragraph. We accept the assignment. The Buyer's obligations outlined in paragraph 2 above also apply with regard to the assigned claims.

c) In addition to us, the Buyer is also entitled to collect these claims. We undertake not to collect the claim as long as the Buyer fulfils its payment obligations to us, does not fall into arrears, has not made any application to open insolvency proceedings and nothing else is preventing the Buyer from making its payments. However, if this is the case, we can demand that the Buyer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.

d) If the realizable value of the securities exceeds our claims by more than 10%, we will release the securities of our choosing at the Buyer's request.

VII. Quality and Condition of the Goods, Warranty Claims of the Buyer

1. The statutory provisions apply to the Buyer's rights as regards material and legal defects including wrong and incomplete (short) deliveries as well as improper assembly or incorrect assembly instructions, unless otherwise specified below.

2. The agreement made on the quality and condition of the goods is the basis for our liability for defects. The product descriptions provided as an object of the individual contract represent the agreement on the quality and condition of the goods. It makes no difference here whether the product description originates from the Buyer, manufacturer or from us.

3. It is the Customer's responsibility to check and ensure that the materials and parts supplied by us (e.g. glass and plastic pipettes, plastic products, suction pipettes, etc.) are compatible with and resistant to the media (e.g. filling material, liquid) used by the Customer. We assume no guarantee or liability for this.

4. If the quality and condition is not expressly agreed, the presence or non-presence of a defect is to be determined based on the statutory provisions outlined in section 434 (1) para. 2 and 3 BGB. However, we assume no liability for public statements by third parties, e.g. advertising claims.

5. The Buyer's warranty claims require compliance with its statutory obligation to inspect the goods and give notice of any non-conformity as per sections 377, 381 HGB. We must be notified immediately in writing if a defect is noticed during the inspection or at a later time. The notification is considered to have been given "immediately" if this is done within eight (8) days; sending the notification in the specified time is sufficient to meet the deadline. Irrespective of this obligation to inspect the delivery and give notice of defects, the Buyer must provide written notification of obvious defects (including wrong and short deliveries) within eight (8) days of delivery; here as well, the deadline is met if the notification is sent in time. If the Buyer fails to carry out the proper inspection and/or provide proper notification of such defects, our liability for all other defects is excluded.
6. If the delivered goods are defective, we may at our discretion remedy said defect(s) by repair or by delivering a replacement product free of defects. Our right to refuse subsequent performance under the applicable legal provisions remains unaffected.
7. We are entitled to make the subsequent performance contingent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable portion of the purchase price in relation to the defect.
8. The Buyer must give us the time and opportunity needed for subsequent performance due, in particular by providing us with the respective goods for testing purposes. In case of replacement, the Buyer must return the defective goods to us as required by law.
9. If the demands of the Buyer to remedy defects prove to be unjustified, we can demand reimbursement from the Buyer for the costs incurred by us.
10. In urgent cases, e.g. if operational safety is at stake or to prevent excessive damage, the Buyer has the right to remedy the defect itself and to demand reimbursement from us for the objectively necessary expenses. We must be informed immediately of – and if possible prior to – any such self-remedy of defects. The Buyer does not have the right to remedy defects if we would otherwise be entitled in accordance with the statutory provisions to refuse the relevant subsequent performance.
11. If subsequent performance fails or if a reasonable deadline for subsequent performance to be set by the Buyer expires without a positive result or if statutory provisions do not call for such a deadline, the Buyer may withdraw from the sales contract or reduce the purchase price. However, there is no right of withdrawal for an insignificant defect.
12. Any claims from the Buyer for damages or reimbursement of expenses incurred may only be asserted in accordance with VIII. and are otherwise excluded.

VIII. Other Liability

1. Insofar as not otherwise stipulated here in these GTCs and the following provisions, we assume liability according to the relevant statutory provisions in case of a breach of our contractual and non-contractual obligations.
2. We are liable for damages – irrespective of their legal grounds – in cases of intent or gross negligence. In case of simple negligence, we are only be liable for
 - a) Damages arising from injury to life, body or health,

b) Damages resulting from the breach of a material contractual obligation (obligation whose fulfilment makes proper execution of the contract possible and the fulfilment of which the partner regularly relies upon and trusts in); however, in this case our liability is limited to the reimbursement of the foreseeable, typically occurring damages.

3. The foregoing liability limitations of paragraph 2 do not apply if we maliciously conceal a defect or have assumed a warranty for the quality and condition of the goods. The same applies to claims of the Buyer in accordance with the Product Liability Act (Produkthaftungsgesetz).

4. For any breach of duty not related to defects, the Buyer may only withdraw from or terminate the contract if we are responsible for said breach. The statutory requirements and legal consequences apply in all other instances.

IX. Copyrights

1. We reserve the property rights and copyrights to all cost estimates, drafts, drawings and other documents. These documents may not be disclosed to third parties without our written consent. Drawings and other documents associated with offers must be returned at our request.

2. If we deliver items according to drawings, models, samples or other documents provided by the Buyer, the Buyer must warrant that third-party property rights are not infringed. If third parties claim property rights, thereby prohibiting us in particular from producing and supplying such items, we are entitled – without any obligation to examine the legal situation – in such case to stop any further activity and – if the Buyer is at fault – to demand compensation for damages. The Buyer also agrees to immediately release us from all related third-party claims.

X. Test Parts, Moulds, Tools

1. If it is necessary for the Buyer to supply parts for the execution of the order, these are to be provided to the production site on time, free of charge, without defect and in the agreed quantity (or in an appropriate excess quantity for any scrap). Failure to do so will result in costs and other consequences to be borne by the Buyer.

2. The production of test parts – including for moulds and tools – is at the expense of the Buyer.

3. Property rights to moulds, tools and other devices necessary for the production of the ordered parts are based on the agreements made.

4. Liability for any tools, moulds or other production equipment provided by the Buyer is limited to the same care as exercised with regard to our own property. The Buyer bears the costs of maintenance and care.

5. Regardless of the property rights of the Buyer, our retention period expires no later than two (2) years after the last production from the mould or tool.

XI. Limitation Period

1. Section 438 (1) No. 3 BGB notwithstanding, the general limitation period for claims arising from material defects and defects of title is one (1) year from the date of delivery.
2. Not affected by this are special statutory provisions for third-party claims for the restitution of property (section 438 (1) No. 1 BGB), fraudulent intent on the part of the seller (section 438 (3) BGB) and for recourse claims against the supplier after final delivery to a consumer (section 479 BGB).
3. The foregoing sales law limitation periods also apply to any contractual and non-contractual claims for damages made by the Buyer based on a defect of the goods in question, unless application of the standard statutory limitation period (sections 195, 199 BGB) would in individual cases result in a shorter limitation period. The statute of limitations of the Product Liability Act remains unaffected in any case. Otherwise, the statutory limitation periods apply exclusively to damage claims by the Buyer in accordance with VIII.

XII. Applicable Law, Jurisdiction, Severability Clause

1. The laws of the Federal Republic of Germany, under exclusion of international uniform law, specifically the United Nations Convention on Contracts for the International Sale of Goods, apply to these GTCs and all legal relations between us and the Buyer. The prerequisites for and effects of the retention of title as per VI. are subject to the laws applicable at the respective location of the goods, if opting for German law is inadmissible or ineffective at this location.
2. The exclusive – also international – place of jurisdiction for all directly or indirectly arising disputes from the contractual relationship is Coburg/Bavaria (Germany).
3. If any individual provisions of this contract prove to be or become wholly or partially invalid, the remaining provisions shall remain in effect.
4. The English version is for information purposes only. The German version is authoritative.

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Last updated: 02/2015