

1. Validity

The following general terms and conditions of business apply to all present and future transactions between us and the customer. They are accessible on our website at any time. We can change them at any time and in this case they become integral part of the contract in the version valid at the moment the contract was made. Differing business terms and conditions of the customer, which we explicitly reject herewith, do not become part of the contract even if we do not object to them. Special agreements and supplementary agreements require the written consent of our accordingly authorized employees.

2. Conclusion of a contract

Our offers are subject to change. On issue of a new price list or another written agreement, all previous offers become invalid. We reserve the right to adjust prices to reflect increased costs. Orders can be made in writing or by telephone. When ordering, the buyer shall accept our general terms and conditions of business. On the order, the quantity to be supplied and the articles must be clearly identified by the order no./REF. We reserve the right to reject purchase orders up to 14 days after receipt. Orders shall be deemed as accepted if they are either confirmed by us in writing or delivered immediately after receipt of the order or as scheduled, respectively. In the event of obvious calculation errors, we reserve the right to subsequent billing.

3. Prices

Prices are calculated according to the current price list at the time of ordering. They are to be understood Ex Works Lobbach, plus the current VAT rate (if applicable). Subject to price increases.

4. Payment conditions

Invoices are to be paid net within 30 days. In case of overdue payment, the usual bank interest charges apply. It is the debtor's responsibility to prove that the loss was lower. For new customers, we reserve the right to demand payment in advance. This also applies to customers whose creditworthiness or ability to pay gives cause for doubt in the course of business contacts.

5. Delivery

Delivery is to be understood Ex Works Lobbach at the customer's own risk. Partial shipments are allowed.

6. Shipment costs

The buyer shall pay all shipment costs.

7. Insurance

Goods can be insured on request at the buyer's own expense.

8. Retention of title

Goods shall remain our property until full payment of the purchase price. While still in our property, the merchandise may neither be pledged nor assigned as security.

In the event of insolvency proceedings, the buyer is obliged to mark the merchandise by labelling or otherwise as our property towards any third party. If he applies himself, the customer has to do this before applying, if another party applies, he has to do this as soon as he is informed of the application. The same holds for measures of distraint by third parties against the customer. In case of such an event, we must be informed immediately. As long as there is a claim from our part, we are entitled to demand information from

our customer at any time which merchandise delivered under retention of title is still in his property and where it is.

If asserting retention of title, we are entitled to charge a flat fee in the amount of 10 % of the list price for the expenses incurred by taking the merchandise back and deduct it from the corresponding credit note.

9. Exchange and returns

There is no right of exchange for merchandise that has been delivered in due form.

10. Warranty

Our warranty conforms to the current legal regulations.

The warranty shall cease to apply in cases where the customer has not properly stored or used the goods. Proof of proper storage or use is the responsibility of the customer.

If damages incurred in transit, shortages or wrong deliveries are not made known immediately to us or to the freight carrier, we assume that the merchandise has been delivered in a condition as per agreement.

11. Damage claims

Damage claims of the purchaser require that he has examined the merchandise in accordance with § 377 HGB (Code of Commercial Law) and informs us immediately about the defects with an exact description of the defect and a copy of the delivery note or of the invoice enclosed.

Acceptance of the merchandise must not be refused on account of marginal defects. As far as there is a defect imputable to us, it is for us to decide if we remedy it by means of rectification or subsequent delivery. Rectification and subsequent delivery do not imply acknowledgement of a statutory duty.

12. Liability

We are not liable for the consequences of incorrect or unrecommended application of our merchandise.

13. Trade marks

Resale of our products is only permitted under our trade mark. For medical reasons, our products may only be sold in their original packaging. Repacked items or sub-quantities must not be offered, sold or otherwise relayed.

14. Data protection

We point out to our customers that, if necessary, we or affiliated enterprises will store and process personal data in accordance with the GDPR (General Data Protection Regulation) guidelines. Detailed information on data protection at: www.manfred-sauer.com/en/medical-devices/data-privacy

15. Places of fulfilment and jurisdiction

Place of fulfilment for both parties is the head office of Manfred Sauer GmbH. In the event of litigation, the courts in Mannheim shall have exclusive jurisdiction. All agreements and legal acts are exclusively subject to German law.

16. Rules of Interpretation

Should one or several of the provisions of these general terms and conditions of business be or become ineffective, this shall not affect the validity of the remaining provisions.