

General Terms and Conditions of Purchase

Valid as of December 1st, 2018

1. Ordering and order confirmation

The customer may cancel the order if the supplier has not accepted it in writing within two weeks from the date of receipt (order confirmation).

Variations, amendments or supplements to the order by means of the order confirmation or of other statements of the supplier shall only become part of the contract if they have been confirmed in writing by the customer. In particular, the customer shall not be bound by any provisions of the supplier which are contrary to the terms and conditions of the customer. The acceptance of supplies or services and payments shall not be deemed as implying consent/approval.

2. Timing of performance, contractual penalty for service disruptions

The basis for the timeliness of deliveries and supplementary performances will be their receipt at the receiving point specified by the customer and the basis for the timeliness of deliveries with installation or assembly and of services, will be their acceptance. Should the supplier be late, then the customer may withdraw from the contract if a reasonable extension of the time shall have elapsed without any positive result. Should the customer not withdraw from the contract when the supplier has been late, the additional costs, such as, for example, costs of air freight or express shipment of the goods will be at the supplier's expense. The customer shall be entitled to demand a contractual penalty of 0.3% but up to a maximum of 5% of the total contract value for every commenced working day.

3. Deliveries, packaging, freight costs

Deliveries shall be made on a free of charge basis provided nothing to the contrary has been agreed in writing. Delivery notes with details of the contents and of the complete details of the order are to be attached to each delivery. The packaging costs are to be covered by the supplier. All packaging must comply with the respective packaging regulations. If these regulations should not be observed, the supplier shall bear all of the customer's related expenses and damages.

4. Invoicing and payments

The purchase order number, the item numbers and the delivery note details are to be included in invoices. Payments shall be made, provided that nothing is agreed to the contrary, within 14 days, subject to the application of a 3% discount, within 30 days of a 2% discount or within 90 days at the net price. The payment period shall commence as soon as the supply or service has been completely rendered and the correctly drawn up invoice has been received. Provided that the supplier has made available material tests, test reports, quality documents or other documents, the completion of the delivery and service implies the receipt of such documents. Deduction of discounts is also permitted if the customer makes an offset or retains payments to an appropriate level on the basis of shortcomings.

The customer shall only be in arrears if it does not pay after receipt of a written reminder after payment of the sum has become overdue. Payments shall not imply an acceptance of the services as per the contract.

5. Title retention

Any title retention of the supplier in the event of the selling-on of the goods by the customer shall be excluded.

An extended title retention of the supplier in the event of the goods being processed by the customer shall also be excluded.

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6. Defects liability

If defects should be discovered, the supplier shall have to either rectify the defects or make another supply or service that is free of defects at its own expense. The customer's selection is to be made in accordance with reasonable discretion. If the supplier should not affect the supplementary performance within a reasonable period of time as established by the customer, the customer shall be entitled to withdraw completely or partially from the contract or to undertake or have undertaken improvements or a re-supply or to demand damage replacement instead of the performance.

Improvements can be performed without a deadline being set at the cost of the supplier, if there has been a delay in delivery. The same shall apply if the customer should have a particular interest in an immediate supplementary performance because of its own delay or another matter of priority.

The supplier shall bear the costs and risk for the return of faulty delivered items. Claims for material defects shall expire within three years, provided that the law does not specify any longer periods of time.

Claims for defects of title shall expire within five years, provided that the law does not specify any longer periods of time. The regulations on industrial property rights (see Item 7) shall remain unaffected by this. The expiry period shall begin from the transfer of risks; for goods which are not inspected for their function upon receipt, however the expiry period shall only commence with their installation but shall end in such cases at the latest five years after delivery.

Provided that the supplier shall re-supply or make a subsequent improvement within the framework of its obligation to rectify faults, the periods of time stated in this provision shall begin to run anew.

Further legal claims of the customer shall remain unaffected.

7. Industrial property rights

The supplier declares that the goods supplied are free of industrial property rights of third parties. It undertakes to exempt the customer from any claims for breach of industrial property rights and to cover damages arising therefrom.

8. Provisions of materials

Materials that are made available shall remain the property of the customer and are to be separately stored, identified and managed free of charge. Their use shall only be permitted for orders from the customer. In the event of reduction in value or loss, their replacement shall be made by the supplier if it should be responsible for the damage. This shall apply also for the calculated transfer of order-related material. The processing or transformation of the material shall be made by the customer. The customer shall be regarded as manufacturer of the new product within the meaning of § 350 German Civil Code. The supplier shall safeguard the new item free of charge for the customer applying the due care of a prudent businessman.

9. Use of tools and confidentiality of information

Tools, moulds, patterns, models, profile drawings, standards sheets, templates and gauges are to be safeguarded free of charge by the supplier with the due care of a prudent businessman and must also not be passed on as subsequently manufactured objects to third parties nor be used for purposes other than those of the contract without the written approval of the customer. They are to be secured against any unauthorized inspection or use. The customer reserves the right to demand further rights in relation to their surrender, if the contractor should breach these obligations. Information obtained from the customer must not be made available to third parties by the supplier unless it is generally known or has become known to the latter by legitimate means.

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10. Prohibition of the use of sub-contractors

The passing-on of orders to sub-contractors shall not be permitted without the written agreement of the customer and shall entitle the customer to completely or partially withdraw from the contract and to demand compensation for damages.

11. Safety and declaration obligations

The supplier shall be responsible for ensuring that all of the statutory regulations, decrees and other rules that are relevant for the object of the supply – in particular all health and safety and environmental regulations – are observed. Also included amongst these are agreements with freight forwarders and stipulations on the shipment of hazardous materials. The supplier shall also be liable for observing the law on technical work equipment (Machine Safety Code), the German Engineering Association Regulations, the Health and Safety Regulations and the Accident Prevention Regulations of the Industrial Social Insurance Associations and the technical safety and industrial medicine rules.

The costs of the necessary protective equipment shall be part of the scope of the supply and shall be included in the price.

When goods are being supplied, due to the restrictions relating to those substances that are included and/or information disclosure obligations (e.g. REACH, RoHS), the supplier shall have to declare these substances in the Internet database BOMcheck, net or such goods by means of a form specified by the customer at the latest by the time of the first delivery of such goods.

12. Quality

The supplier shall guarantee that the goods that are supplied correspond to the agreed specifications, that they have no defects affecting their value or their suitability and that they are not lacking in any of the assured characteristics. The supplier shall furthermore be responsible for the fact that the goods supplied are free from design, material or manufacturing faults and correspond to the state-of-the-art. The supplier shall be obliged to ensure the observance of all safety regulations on the goods to be supplied by means of ongoing inspections and other suitable measures. The supplier shall have to provide corresponding proof of this to the customer upon request at any time. The necessary documentation for this is to be preserved for the lifetime of the goods supplied and in any case for 10 years from the final delivery to the customer.

13. Data protection and export regulations

The supplier shall be obliged to inform the customer in writing concerning which components, assemblies, appliances, devices, etc. are subject to export or re-export restrictions in accordance with the external provisions of the Federal German Republic or, if applicable, U.S. export regulations.

14. Operational rules

The supplier shall be responsible for ensuring that all persons employed or authorised by it for carrying out the orders shall observe the applicable operational rules in the customer's operation and observe the existing instructions in this respect, whenever such persons should be present in the customer's operation.

15. Offsetting and assignment of receivables

The customer can, at any time, offset any receivables of the supplier.

An assignment of the supplier's receivables shall only be permitted with the prior written agreement of the customer.

16. Court of jurisdiction, applicable law

The court of jurisdiction shall be Erlangen, if the supplier is a fully registered trader.

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German law shall apply with the exclusion of the UN Sales Convention.
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