

# **Terms and conditions HEBUmedical GmbH**

## **Contractual terms in the context of sale contracts**

between

HEBUmedical GmbH, Badstrasse 8, 78532 Tuttlingen, +49 7461 94710, registered in the commercial register of the local court of Stuttgart under HRB Nr. 450343, Sales tax identification-Nr: DE142939885 – in the following referred to as “Supplier”

and

the customers described in § 2 of this contract- hereinafter described as “customer”

## **§ 1 Scope, Definition**

- (1) The following general terms and conditions in their latest version at the time of ordering apply to the business relation between the supplier (hereinafter described as “supplier”) and the customer (hereinafter described as “customer” ) Deviating general terms and conditions of the purchaser will not be accepted unless the supplier agrees explicitly in written form.
- (2) The customer is consumer so far as the purpose of the ordered consignments and performances cannot be attributed predominantly to his commercial or self-employed activity. In contrast entrepreneur is every natural or legal person or legal partnership who acts in commercial or self-employed activity at the time of the conclusion of the contact.

## **§ 2 Conclusion of contract**

- (1) The customer can select articles from the supplier’s product range and collect them in a so- called shopping-cart over the button „Add to cart “. Over the button „ Order liable to pay “ he sends a binding application for purchase for the goods located in the shipping cart. The customer can view and change data at any time before sending the order. However the application can only be trans -and submitted if the customer accepts the conditions of the contract by clicking on the button „ Accept general terms and conditions „and thus includes them into his application.
- (2) Thereupon the supplier sends an automatic acknowledgement of receipt by E-Mail where the purchase order of the customer is listed up again and can be printed via the function „Print“. The automatic acknowledgement of receipt documents only the order intake not an acceptance of the application. The conclusion of the contract will only be achieved by an acceptance of the supplier that will be sent by separate E-Mail (Order confirmation) . This E-Mail or a separate E-Mail (however at the latest on delivery of goods) that contains the contract text (consisting of purchase order, general terms and conditions and order confirmation) will be sent to the customer on a permanent data carrier (E-Mail or hard copy) (confirmation of contract). The contract text will be saved reserving the data protection.

## **§ 3 Delivery, product availability**

- (1) Please consider the order confirmation for the exact delivery time.
- (2) Confirmed delivery times need to be considered as approximate ones. The supplier will inform the customer about delays in delivery of more than 1 week.
- (3) If the product is permanently unavailable the vendor will not confirm the order. In this case a contract cannot be established.

## **§ 4 Retention of title**

Up to entire payment the delivered products remain in the property of the supplier.

## **§ 5 Prices and shipping costs**

- (1) All prices of the supplier need to be understood excluding the currently applicable Value Added Tax.

(2) The corresponding shipping costs will be stated in the order confirmation and need to be borne of the customer as long as the customer is not making use of his revocation rights. The shipping costs can deviate through a combination of several orders. The shipping risk bears the provider as long as the customer is the consumer.

(3) The choice of the mode of dispatch is up to the supplier. The customer may specify the mode of dispatch to which the supplier shall be bound.

(4) In case of a retraction the customer has to pay the entire costs for the reconsignment of the goods.

## **§ 6 Payment terms**

(1) New customers can pay only by direct debiting or payment in advance. Other payment terms need to be requested in written form and will be deposited after confirmation in the clients' accounts.

(2) Up to an order volume of 75,00 € a processing fee of 7,50 € will be charged. A differing handling need to be requested in written form and will be deposited after confirmation in the clients' accounts.

(3) The customer may enter in his account at any time in order to check the stored payment term.

## **§ 7 Guarantee, Warranty**

(1) The supplier is liable for material defects according to the legal regulations, in particular according to §§ 434 ff. BGB. In case of company orders the warranty is 12 months for all articles. .

(2) An additional warranty concerning the delivered goods by the supplier does only exist if the warranty for a special article is clearly stated in the order confirmation.

## **§ 8 Liability**

(1) Claims of the customer for reimbursement of damages are excluded. From this claims for compensation of the customer from the injury of the life, the body, the health or from the injury of essential contractual obligations ( major obligation) as well as the liability of other damages that are based on roughly negligent duty injury of the supplier, his legal representative or vicarious agents. Major contractual obligations are such the performance of which makes the due performance of the contract at all possible

(2) Should the offerer violate these essential obligations, the offerer is only liable for contract-typical damages if these were made only negligent unless it concerns claims for compensation of the customer from an injury of the life, the body or the health.

(3) The limitations of paragraph 1 and 2 apply also for the benefit of the legal representatives and vicarious agents if claims will be asserted directly to them.

(4) The limitations of liability resulting of paragraph 1 and 2 do not apply if the supplier kept the defect fraudulently secret or assumed a guarantee for the condition of a product .The same applies if the supplier and customer agreed about the condition of a product. The provisions of the product liability law remain unaffected.

## **§ 9 Cancellation policy**

- (1) Consumer are basically having a legal right of revocation on closing a distance selling deal. The supplier will inform subsequently according to the legal model. The exceptions of the cancellation policy are regulated in paragraph (2). Paragraph (3) contains a sample cancellation form.

Cancellation policy

Right of cancellation

The contract can be cancelled within 14 days, without giving any reason.

The revocation period is 14 days and begins up to the day of the receipt of the goods by the customer or by a named third party. In order to exercise your right of revocation you need to inform us (HEBUmedical GmbH) by means of a clear explanation (e.g. a letter sent by post, telefax or Email) about your decision to cancel this contract. You can use the attached sample cancellation form but it is not mandatory.

For keeping the revocation it is sufficient to send the notification about the exercise of the right of cancellation before the expiry of the revocation period.

#### Consequences of revocation

If you revoke from the contract, we have to repay all payments we have received from you, including delivery charges (except for the additional costs arising from choosing a different delivery method than the standard delivery we offer), immediately and no later than fourteen days the date on which the notification of your cancellation of this contract has reached us.

For this repayment, we will use the same form of payment that you used in the original transaction, unless otherwise agreed with you. In no case will you be charged for this repayment fees.

We can refuse the repayment until we have received the goods back or until you have provided proof that you returned the goods. Whichever is the earlier.

You have to return or hand over the goods to us immediately and in any case not later than fourteen days from the date on which you informed us of the cancellation of the contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the immediate costs of returning the goods.

You only have to pay for a possible loss in value of the goods, if this loss of value is due to a handling that is not necessary for the examination of the nature, characteristics and functioning of the goods

(2) The right of revocation does not exist on contracts regarding deliveries of special productions according to customer requests.

(3) The supplier informs about the sample cancellation form as follows:

#### Sample cancellation form

( If you want to revoke this contract please fill in this form and send it back to us.)

— To [enter here the name, address and if necessary Fax number and Email-address of the entrepreneur]:

— I/We\* hereby give notice that I/We\* withdraw from my/our\* contract of sale of the following goods\*/provision of the following service

— Ordered on (\*)/received on (\*)

— Name of consumer(s)

— Address of consumer(s)

— Signature of consumer(s) (only on paper communications)

— Date

(\*) Delete as appropriate

## **§ 11 Final clause**

- (1) All contracts between the supplier and the customer are based on German law under exclusion of the UN Convention on Contracts for International Sale.  
The statutory provisions restricting the choice of law and the applicability of the state in which the customer as a consumer has his habitual residence, remain unaffected.
- (2) If the client is a businessperson, a legal entity under public law or special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between the client and the supplier shall be the registered office of the supplier.
- (3) Also in case of legal invalidity of individual regulations remains the contract binding in its other parts. If there are ineffective points, statutory provisions come into effect. If there is an unreasonable hardship for one of the parties, the contract will be completely ineffective.