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GENERAL TERMS AND CONDITIONS OF PURCHASE (GPC)
– Rev B

1. Scope of Application and Acceptance

1.1 These General Terms and Conditions of Purchase ("GPC") shall apply to all orders placed by MedCare Solutions GmbH ("MedCare") with entrepreneurs ("Supplier").

1.2 Deviating or additional terms and conditions of the Supplier shall only apply if MedCare has expressly agreed to their validity in text form. Acceptance of a delivery or payment of an invoice shall not constitute consent to deviating terms.

1.3 An order shall be deemed accepted once the Supplier confirms it or commences its execution.

1.4 The specifications, drawings, quality requirements and other documents expressly referred to therein shall form part of the order.

1.5 In the event of any conflict, the following order of precedence shall generally apply: a) individual agreements, b) the order, c) agreed specifications, drawings and quality agreements, d) these GPC.

2. Changes

2.1 Changes to an order that affect price, delivery time, quality or other agreed requirements shall be coordinated between the parties.

2.2 If the Supplier recognizes that a requested change affects the price or the delivery date, it shall inform MedCare thereof before implementation.

2.3 Changes to the product, material, specification, manufacturing process or production location that may affect quality, safety, function or agreed requirements shall require MedCare's express consent prior to implementation.

3. Prices and Ancillary Costs

3.1 The prices stated in the order shall be binding.

3.2 Price changes or surcharges shall require MedCare's prior express consent.

3.3 Unless expressly agreed otherwise, all costs for standard packaging, transport, insurance and other ancillary costs necessary for delivery in conformity with the contract shall be included in the agreed price.

3.4 Additional costs not expressly approved by MedCare in advance shall not be reimbursed.

4. Invoices and Payment

4.1 Invoices shall be sent to the invoicing address specified by MedCare after complete delivery or performance, stating the order number and the required invoice information.

4.2 Unless otherwise agreed, the payment term shall be 30 days net from receipt of a proper and verifiable invoice and complete delivery or performance in conformity with the contract.

4.3 In the event of justified discrepancies, MedCare shall be entitled to withhold the affected invoice amount until the matter is clarified. Undisputed amounts shall remain unaffected.

4.4 For international payments outside the SEPA payment system, the transfer shall generally be made using the charge option "SHA", unless expressly agreed otherwise.

4.5 Payment of an invoice shall not constitute acknowledgement that the delivery is free of defects or in conformity with the contract.

5. Packaging

The Supplier shall deliver the goods in a manner that is secure for transport and in accordance with the agreed packaging, marking and labelling requirements. The costs of standard packaging shall be included in the agreed price.

6. Delivery and Passing of Risk

6.1 Delivery dates and delivery periods shall result from the order or the confirmed agreement.

6.2 If the Supplier becomes aware of an impending delay, it shall inform MedCare without delay of the cause, the expected duration and possible countermeasures.

6.3 If the Supplier is responsible for a delivery delay, it shall bear the reasonable additional costs of agreed acceleration measures. If the Supplier is in default, MedCare shall be entitled, without prejudice to its statutory rights, to claim liquidated damages of 0.5% of the net order value of the affected order for each completed week of delay, up to a maximum of 5% of the net order value in total. The Supplier reserves the right to prove that no damage, or significantly less damage, was incurred. MedCare reserves the right to prove greater damage. In all other respects, MedCare's rights in the event of default, in particular with regard to withdrawal and damages, shall be governed by the statutory provisions.

6.4 MedCare shall be entitled to postpone agreed delivery dates for operational reasons by up to four weeks, provided this is reasonable for the Supplier and MedCare announces the postponement in text form at least ten working days before the originally agreed date. MedCare shall reimburse the Supplier for proven, reasonable additional costs incurred as a result, in particular storage costs. Any further postponement shall require the Supplier's consent.

6.5 The Supplier shall bear the risk and cost of transport until the goods are handed over at the place of delivery specified in the order, unless a deviating Incoterm has been expressly agreed.

6.6 Shipping accounts provided by MedCare may only be used for authorized deliveries.

7. Inspection and Non-Conforming Goods

7.1 MedCare shall inspect incoming deliveries, as part of its operational processes, for identity, quantity and externally recognizable transport damage. Any further inspection obligation shall only exist insofar as inspection plans or incoming goods inspections have been expressly agreed.

7.2 MedCare shall notify the Supplier of open defects within ten working days of receipt of the goods, and of hidden defects within ten working days of their discovery. Notification within these periods shall be deemed timely within the meaning of Section 377 of the German Commercial Code (HGB). Timely dispatch of the notification shall be sufficient to meet the deadline.

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7.3 Conformity certificates, material certificates, test certificates and other evidence required in the order, specification or other agreement shall form part of the delivery owed.

7.4 The costs of these documents shall be included in the agreed price, unless expressly agreed otherwise prior to placing the order.

7.5 In the case of defective or non-conforming goods, MedCare shall be entitled to the statutory rights relating to defects. In particular, MedCare may demand subsequent performance by way of repair or delivery of replacement goods free of defects.

7.6 The Supplier shall bear the costs required for subsequent performance.

7.7 If subsequent performance fails, is refused, or is not carried out within a reasonable period set by MedCare, MedCare shall be entitled to the further statutory rights.

7.8 If the Supplier fails to remedy the defect within a reasonable period set by MedCare, MedCare shall be entitled to remedy the defect itself or have it remedied by a third party and to claim reimbursement of the necessary expenses from the Supplier. No such deadline shall be required if the Supplier refuses subsequent performance, if subsequent performance has failed, or if special circumstances exist which, after weighing the interests of both parties, justify immediate self-remedy; this shall apply in particular where immediate remedial action is necessary to avert a danger to the safety of persons or to avoid disproportionate damage. In such cases, MedCare shall inform the Supplier without delay, if possible in advance.

8. Traceability and Documentation

Insofar as required due to the nature of the delivered product, statutory or regulatory requirements, or an agreed specification, the Supplier shall ensure adequate traceability of the delivered products, components and materials.

9. Quality and Regulatory Requirements

9.1 If the Supplier is aware that the delivered products or services are intended for medical devices, it shall comply with the quality and regulatory requirements agreed with MedCare.

9.2 The Supplier shall inform MedCare without delay of any circumstances that come to its knowledge and that may materially affect the quality, safety, conformity or delivery capability of the products.

9.3 The Supplier shall remain fully responsible for delivery in conformity with the contract, even when using sub-suppliers.

10. Warranty

10.1 The Supplier warrants that the delivered goods conform, at the passing of risk, to the agreed specifications and properties and are free from defects in quality and title.

10.2 The limitation period for claims relating to defects shall be 36 months from the passing of risk, unless a longer period applies by law.

10.3 The limitation period shall be suspended from receipt of the notice of defect by the Supplier until receipt of a written rejection of the defect by the Supplier, or until completion of subsequent performance.

10.4 For repaired or replaced parts, the limitation period shall begin anew upon completion of subsequent performance, unless the Supplier

expressly and legitimately performed the subsequent performance as a goodwill gesture without acknowledging any legal obligation.

10.5 In the event of a defect, the provisions on subsequent performance under Clause 7 shall apply, together with the statutory rights relating to defects.

10.6 MedCare's statutory rights of recourse within the supply chain, in particular under Sections 445a, 445b and 478 of the German Civil Code (BGB), shall remain unaffected. This shall also apply if the goods obtained from the Supplier were further processed by MedCare or a third party.

11. Product Liability and Safety Measures

11.1 Insofar as a product defect attributable to the Supplier gives rise to claims by third parties against MedCare, the Supplier shall indemnify MedCare against such claims to the extent permitted by law.

11.2 If recall, safety, corrective or comparable measures become necessary as a result of a product defect attributable to the Supplier, the Supplier shall bear the reasonable necessary costs, insofar as they are attributable to its area of responsibility.

11.3 The Supplier shall inform MedCare without delay of any safety-related problems concerning the delivered products that come to its knowledge.

12. Insurance

12.1 The Supplier shall maintain, for the entire duration of the business relationship and for the period of any possible post-contractual liability, general and product liability insurance appropriate to its business activities and risk profile.

12.2 The sum insured shall be at least EUR 2,000,000 per claim for personal injury and property damage, with an aggregate limit of at least twice that amount per insurance year, unless expressly agreed otherwise. Insofar as required by the nature of the delivery and available on the market on reasonable terms, the insurance shall include extended product liability coverage, including removal and installation costs, as well as recall cost coverage.

12.3 The Supplier shall provide evidence of existing insurance coverage upon request, by means of a confirmation from the insurer. It shall inform MedCare without delay if the insurance coverage lapses, is reduced, or undergoes material changes.

12.4 The amount of the sum insured shall not limit the Supplier's contractual or statutory liability.

13. Intellectual Property Rights

13.1 The Supplier warrants that the contractual use of the delivered products and services does not infringe any third-party rights.

13.2 All rights in drawings, specifications, data, samples, trademarks and other documents provided by MedCare shall remain with MedCare or the respective rights holder. They may be used exclusively for the performance of the order.

13.3 If claims are asserted against MedCare, its affiliated companies or its customers for infringement of third-party intellectual property rights arising from the contractual use of the deliveries and services, the Supplier shall indemnify MedCare against such claims, including

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reasonable legal defense costs, unless the Supplier is not responsible for the infringement. This shall not apply insofar as the infringement is based exclusively on a specification or design requirement provided by MedCare and the Supplier neither knew nor should have known of the infringement.

14. MedCare Property

14.1 Tools, molds, testing equipment, materials and other items provided by MedCare shall remain the property of MedCare.

14.2 They shall be handled with care, used exclusively for the performance of orders placed by MedCare, and may not be made available to third parties or used for other purposes without MedCare's consent.

14.3 Upon MedCare's request, such items shall be returned to MedCare without delay, unless a legitimate right of retention exists.

15. Confidentiality

15.1 The Supplier shall treat all non-public technical and commercial information received from MedCare as confidential and shall use it exclusively for the performance of the order.

15.2 Disclosure to third parties shall only be permitted insofar as necessary for the performance of the contract and provided the third party has been placed under a corresponding duty of confidentiality. Existing confidentiality agreements shall remain unaffected.

16. Compliance

The Supplier shall comply with all statutory and regulatory requirements applicable to its deliveries and services.

17. Force Majeure and Supply Disruptions

17.1 If the Supplier is unable to deliver, or unable to deliver on time, due to an event outside its reasonable sphere of influence, it shall inform MedCare without delay of the cause and the expected duration.

17.2 The Supplier shall take reasonable measures to limit the effects and to resume delivery as soon as possible.

17.3 Statutory rights of withdrawal and termination shall remain unaffected.

17.4 MedCare shall be entitled to terminate or withdraw from ongoing orders, in whole or in part, if the Supplier ceases its payments, if its ability to perform jeopardizes fulfilment of the order, or if it breaches material contractual obligations despite a warning notice and a reasonable grace period. MedCare's statutory rights shall remain unaffected.

18. Governing Law, Place of Performance and Jurisdiction

18.1 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

18.2 The place of performance for deliveries and services shall be the destination specified in the respective order. If no destination is specified, the place of performance shall be MedCare's registered seat.

18.3 Insofar as legally permissible and both parties are merchants, legal entities under public law or special funds under public law, the place of jurisdiction shall be the registered seat of MedCare Solutions GmbH.

18.4 MedCare shall remain entitled to sue the Supplier at its general place of jurisdiction.

18.5 These terms may be translated into other languages. In the event of any conflict between the German version and a translation, the German version shall prevail.

19. Final Provisions

19.1 Individual agreements between MedCare and the Supplier shall take precedence over these GPC.

19.2 Should any provision of these GPC be or become invalid, in whole or in part, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions.

19.3 The Supplier may only assign claims against MedCare with MedCare's prior consent in text form. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

19.4 Amendments and additions to the contract shall require text form. Individual agreements between the parties shall take precedence even if not made in text form, in accordance with Section 305b of the German Civil Code (BGB).

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