



Phone
07465 86898-00

Email
info@medcare-solutions.de

Website
www.medcare-solutions.de

Address
MedCare Solutions GmbH
In der Burg 2
78576 Emmingen
Germany



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GDC) – Rev A

1. Scope of Application

1.1 These General Terms and Conditions of Sale and Delivery ("GDC") shall apply to all quotations, deliveries and services provided by MedCare Solutions GmbH ("MedCare") to entrepreneurs, legal entities under public law and special funds under public law ("Customer").

1.2 Conflicting or deviating terms and conditions of the Customer shall only apply if MedCare has expressly agreed to their validity in text form. This shall also apply if MedCare, with knowledge of the Customer's deviating terms, performs a delivery or service without reservation.

1.3 Individual agreements, quotations and order confirmations of MedCare shall take precedence over these GDC in the event of any conflict.

2. Quotations and Conclusion of Contract

2.1 Quotations by MedCare are subject to change and non-binding, unless expressly designated as binding.

2.2 A contract shall be concluded upon MedCare's order confirmation, the execution of the order, or another express declaration of acceptance.

2.3 Information contained in quotations, product descriptions, drawings, illustrations, technical documents or other documentation serves to describe the product or service. Such information shall only constitute a guarantee of characteristics if MedCare expressly confirms this in text form.

2.4 Amendments or additions to an order after conclusion of the contract shall require the express consent of MedCare. The Customer shall bear all additional costs resulting therefrom. MedCare shall be entitled to adjust agreed delivery dates accordingly.

3. Prices and Ancillary Costs

3.1 The prices stated in MedCare's quotation or order confirmation shall apply, plus statutory value added tax.

3.2 Shipping, freight, transport, packaging, insurance, customs, import and other ancillary costs shall be charged separately, unless expressly agreed otherwise.

3.3 Changes, special services, special packaging, markings or other additional requirements requested by the Customer after conclusion of the contract shall be charged separately.

4. Invoices and Terms of Payment

4.1 Invoices issued by MedCare shall be due for payment without deduction within 14 days of the invoice date, unless a different payment term is specified in the quotation, the order confirmation or on the invoice.

4.2 Payments shall be made to the bank account specified by MedCare.

4.3 For international transfers outside the SEPA payment system, the charge option "OUR" shall be used. The Customer shall bear all bank, correspondent bank and other transaction fees incurred in connection with the transfer. The full invoice amount must be credited to MedCare.

4.4 In the event of default in payment, the statutory provisions shall apply. In particular, MedCare shall be entitled, without further reminder, to charge default interest at a rate of nine percentage points p.a. above the

respective base rate pursuant to Section 247 (1) of the German Civil Code (BGB), as well as to assert further proven damages caused by the default.

4.5 In the event of overdue receivables or justified doubts as to the Customer's creditworthiness, MedCare may make any outstanding deliveries conditional on advance payment or reasonable security.

5. Delivery, Cancellation and Passing of Risk

5.1 Delivery dates and delivery periods shall only be binding if MedCare has expressly confirmed them as binding. Delivery periods shall not commence until all technical and commercial requirements have been fully clarified and all information, approvals and agreed advance payments to be provided by the Customer have been received.

5.2 Partial deliveries are permissible insofar as they are reasonable for the Customer.

5.3 Changes or postponements of agreed delivery or acceptance dates by the Customer shall require MedCare's consent. The Customer shall bear all additional costs resulting therefrom.

5.4 The Customer shall not have a right to cancel an order. Cancellation is only possible with MedCare's express consent. If MedCare consents, the Customer shall bear all services rendered up to that point as well as the costs incurred by MedCare that can no longer be avoided. Saved expenses shall be credited. In addition, in the event of a cancellation, MedCare shall be entitled to claim liquidated damages amounting to 0.2% of the order value per business day, up to a maximum of 5% of the order value in total. The Customer reserves the right to prove that no damage, or significantly less damage, was incurred. The Customer's statutory rights of withdrawal and termination shall remain unaffected.

5.5 If the Customer fails to accept the goods in due time, or if dispatch is delayed for reasons attributable to the Customer, the Customer shall bear the resulting storage, transport and other additional costs.

5.6 Shipping, costs and the passing of risk shall be governed by the agreed Incoterm. If no Incoterm has been agreed, risk shall pass to the Customer upon dispatch, when the goods are handed over to the carrier, freight forwarder or other third party designated to carry out the shipment.

5.7 Claims of the Customer arising from delay in delivery shall be subject to the limitations of liability set out in these GDC.

6. Retention of Title

6.1 MedCare shall retain title to all goods delivered ("Reserved Goods") until full payment of all claims arising from the ongoing business relationship.

6.2 Until title has passed, the Customer shall handle the Reserved Goods with care, insure them adequately at its own expense against loss, damage and destruction, and store them separately and identifiably from other goods, insofar as this is reasonable.

6.3 The Customer shall be entitled to process and resell the Reserved Goods in the ordinary course of business as long as it is not in default of payment. Pledging or assignment by way of security of the Reserved Goods is not permitted.

6.4 The Customer hereby assigns to MedCare, by way of security, all claims arising from any resale of the Reserved Goods in the amount of the invoice value of the respective Reserved Goods (including value

Bank Details

Volksbank Überlingen

IBAN

DE98 6906 1800 0004 7427 02

BIC

GENODE61UBE

Managing Director

Lukas Ehrhardt

Stuttgart Local Court

HRB 774755

VAT ID

DE331950970



Phone
07465 86898-00



Email
info@medcare-solutions.de



Website
www.medcare-solutions.de



Address
MedCare Solutions GmbH
In der Burg 2
78576 Emmingen
Germany



added tax). MedCare accepts this assignment. The Customer is revocably authorized to collect the assigned claims in its own name. MedCare shall be entitled to revoke this collection authorization and to disclose the assignment if the Customer defaults on payment, ceases its payments, if an application is filed for the opening of insolvency proceedings over its assets, or if there is a material deterioration in its financial situation. At MedCare's request, the Customer shall disclose the assigned claims and their debtors and provide the information and documents required for collection.

6.5 Any processing or transformation of the Reserved Goods by the Customer shall always be carried out on behalf of MedCare as manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without giving rise to any obligations for MedCare. If the Reserved Goods are combined or mixed with other items not belonging to MedCare, MedCare shall acquire co-ownership of the new item in proportion to the invoice value of the Reserved Goods to the value of the other items at the time of combination or mixing. The Customer shall hold the sole or co-ownership in safekeeping for MedCare free of charge.

6.6 If the realizable value of the securities to which MedCare is entitled under the above provisions exceeds the secured claims by more than 10%, MedCare shall, at the Customer's request, release securities of its choice in the amount of the excess.

6.7 In the event of third-party access to the Reserved Goods or to the assigned claims, the Customer shall notify MedCare without delay and provide the documents required to pursue its rights. The Customer shall bear the costs of a successful intervention, insofar as they cannot be recovered from third parties.

6.8 In the event of default in payment by the Customer, MedCare shall be entitled, after expiry of a reasonable grace period, to reclaim the Reserved Goods. Such reclamation shall only constitute a withdrawal from the contract if MedCare expressly declares it to be so.

7. Certificates and Documentation

7.1 Documents required by law or regulation shall be provided to the extent necessary.

7.2 Customer-specific certificates, test certificates and documentation beyond this shall require a separate order and shall be charged separately.

7.3 The Customer shall not be entitled to inspect MedCare's internal manufacturing, development, costing, quality or other business documents, unless there is a mandatory statutory obligation to do so.

8. Defects and Subsequent Performance

8.1 The Customer shall inspect the goods without delay after delivery and shall notify MedCare of any recognizable defects without delay. Hidden defects shall be notified without delay after discovery.

8.2 In the case of justified defects, MedCare shall first be given the opportunity to remedy the defect (subsequent performance). MedCare may choose between repair and replacement delivery in accordance with the statutory provisions.

8.3 Self-remedy, repairs or alterations by the Customer or third parties shall require MedCare's prior consent, unless a mandatory exception applies.

8.4 No claims for defects shall exist for damage caused by improper storage, handling or use, normal wear and tear, failure to observe instructions for use, or unauthorized alterations, insofar as these circumstances have caused the defect.

8.5 The mere return of goods shall not automatically constitute an acknowledgement of a defect by MedCare.

9. Limitation of Claims for Defects

9.1 Insofar as legally permissible and unless expressly agreed otherwise, the limitation period for claims relating to defects in quality or title shall be twelve months from the passing of risk.

9.2 The shortening of the limitation period under Clause 9.1 shall not apply in cases of intent or fraudulent concealment of a defect, claims arising from a guarantee expressly assumed, damages resulting from injury to life, body or health, gross negligence, or claims under the German Product Liability Act. It shall furthermore not apply in the cases set out in Section 438 (1) nos. 1 and 2 of the German Civil Code (BGB), or to rights of recourse under Sections 445a, 445b and 478 of the German Civil Code (BGB), insofar as their limitation period may not be shortened by law. In these respects, the statutory limitation periods shall apply.

9.3 The statutory provisions shall apply to the suspension and recommencement of the limitation period.

10. Liability

10.1 MedCare shall be liable without limitation in cases of intent, gross negligence, and injury to life, body or health.

10.2 In the case of ordinary negligence, MedCare shall only be liable for breach of material contractual obligations and shall be limited to the foreseeable damage typical for this type of contract. If MedCare defaults on delivery due to ordinary negligence, liability for damages due to the delay in delivery, which may be claimed in addition to delivery, shall be limited to 0.5% of the value of the delivery for each completed week of delay, up to a maximum of 5% of the value of the delivery in total.

10.3 Any further liability shall be excluded. This shall not affect liability for fraudulent concealment of a defect, or liability arising from a guarantee or warranty of quality expressly assumed by MedCare in text form.

10.4 Mandatory statutory liability, in particular under the German Product Liability Act, shall remain unaffected.

11. Use of Products

11.1 The Customer shall be responsible for the proper use of the delivered products in accordance with the agreed intended purpose, the product specifications and the user information provided.

11.2 The Customer may not use products contrary to expressly communicated restrictions or outside an agreed or regulatorily permitted intended purpose.

11.3 Insofar as the Customer integrates products supplied by MedCare into its own products, systems or medical devices, the Customer shall be responsible for the regulatory assessment of its end product, unless expressly agreed otherwise.

Bank Details

Volksbank Überlingen

IBAN

DE98 6906 1800 0004 7427 02

BIC

GENODE61UBE

Managing Director

Lukas Ehrhardt

Stuttgart Local Court

HRB 774755

VAT ID

DE331950970

**Phone**

07465 86898-00

**Email**

info@medcare-solutions.de

**Website**

www.medcare-solutions.de

**Address**

MedCare Solutions GmbH
In der Burg 2
78576 Emmingen
Germany

**12. Intellectual Property Rights, Documents and Confidentiality**

12.1 All ownership, copyright and other intellectual property rights in drawings, calculations, product documents, technical documentation and other documents provided by MedCare shall remain with MedCare or the respective rights holder.

12.2 The Customer may use these documents and any non-public technical or commercial information contained therein exclusively for the purpose contemplated by the contract and may not disclose them to third parties without MedCare's consent.

12.3 Existing separate confidentiality agreements shall remain unaffected.

not made in text form, in accordance with Section 305b of the German Civil Code (BGB).

13. Force Majeure

13.1 Events outside MedCare's sphere of influence, in particular force majeure, governmental measures, labor disputes, transport, energy or raw material shortages, as well as supply failures of upstream suppliers not attributable to MedCare, shall release MedCare from the affected performance obligations for the duration and to the extent of their effects and shall extend the agreed delivery periods accordingly.

13.2 If the impediment to performance lasts longer than three months, MedCare shall be entitled to withdraw from the contract with respect to the part not yet performed. The Customer shall have a corresponding right of withdrawal with respect to the part not yet performed if the impediment to performance lasts longer than four months. Any consideration already rendered shall be refunded without delay in the event of withdrawal. Further claims for damages by the Customer arising from an event under Clause 13.1 shall be excluded, insofar as MedCare is not responsible for the event.

14. Governing Law and Jurisdiction

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

14.2 Insofar as legally permissible and the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from the business relationship shall be the registered seat of MedCare Solutions GmbH.

14.3 MedCare shall remain entitled to sue the Customer at its general place of jurisdiction.

14.4 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.

15. Final Provisions

15.1 Should any provision of these GDC 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.

15.2 The Customer may only assign rights and claims arising from the contractual relationship with MedCare's prior consent in text form. Section 354a of the German Commercial Code (HGB) shall remain unaffected.

15.3 Amendments and additions to the contract shall require text form. Individual agreements between the parties shall take precedence even if

Bank Details

Volksbank Überlingen

IBAN

DE98 6906 1800 0004 7427 02

BIC

GENODE61UBE

Managing Director

Lukas Ehrhardt

Stuttgart Local Court

HRB 774755

VAT ID

DE331950970