

**PentaSil Med-Tech Engineering UG (haftungsbeschränkt)**  
**General Conditions of Sales (Allgemeine Geschäftsbedingungen)**

**1. Generally**

1.1 All our supplies and services and all contracts conducted with us are exclusively subject to the following conditions of sale. Any delivery contract as well as any changes, ancillary agreements and other agreements become binding only upon confirmation by us. Terms of the Purchaser which contradict or which deviate from our sales terms and which are not expressly recognized by us are not valid even if we do not expressly object to them.

1.2 The purchaser accepts our General Conditions of Sale and Delivery at the time of receipt of our confirmation and/or the acceptance of the ordered goods or services. Where a continuing business relationship exists, all future contracts, supplies and services are also subject to our conditions of sale.

**2. Offer, Conclusion of Contract:**

2.1 Our offers are subject to change and non-binding. Any delivery contract as well as any changes, ancillary agreements and other agreements become binding only upon confirmation by us.

2.2 All orders shall be given in written form by Purchaser, in order to be discussed further. Any order is valid if confirmed by us in writing or if recognised by us through the act of delivery. Any additional verbal agreements, Supplements and modifications are valid if confirmed in writing.

**3. Delivery, Default**

3.1 Unless otherwise agreed, any dates quoted for delivery are non-binding. Delivery periods begin to run the later of (i) confirmation of the order; and (ii) final agreement regarding all matters that had to be decided prior to start of production. In case of unforeseen and unavoidable events in the production or other obstacles such as acts of god, labor disputes or other disruptions in our own business or in the business of our suppliers as well as delayed delivery by our suppliers will entitle us to extend the delivery period by a period of time equal to the duration of such force majeure event. We will inform the purchaser of the start and end of such circumstances as soon as possible.

3.2 Partial deliveries are permissible to the extent such partial deliveries are not unreasonably burdensome for the purchaser.

**4. Prices**

Prices are quoted "ex works" (unless otherwise agreed) excluding delivery, shipping costs, insurance plus the relevant statutory and any applicable Value Added Tax. We have the right to invoice an additional processing fee for an order if quantities do not reach the minimum quantities and/or minimum order value as contained in the relevant price list.

**5. Order**

5.1 The customer can place his order by fax or by e-mail and fills himself his personal details. The company will not be responsible for the mistakes due to bad forwarding of e-mails, nor errors regarding the dispatching of the parcels due to a badly filled form.

5.2 After receiving the order the company will send to the purchaser a proforma invoice for payment, which has validity for seven days starting from its issuing date. If payment is not completed during this time interval (seven days), then the proforma invoice automatically is considered as cancelled and thus no longer valid.

5.3 Each customer can cancel his order at any time before it gets charged, by sending a fax or e-mail with all the important information (name, address, date and amount of order etc).

**6. Payment**

6.1 Payment must be made without deductions within thirty days maximum upon invoicing or the receipt of the proforma invoice, otherwise it must be considered not longer valid. The payment shall be made either in Euro currency or in U.S. Dollars to one of our bank accounts. It is not permissible to hold back payments by reason of counter claims or counter rights or to set off with counter claims or counter rights unless such counter claims or counter rights are undisputed, have been finally judicially determined, or are ripe for decision.

6.2 The accepted payment options are: a) Full Payment in Advance: Cash in advance with a discount of 2% of the total value. b) Part Payment in Advance: Cash in advance regarding the 50% of the amount to confirm the order and 50% before shipping.

6.3 Bills of exchange and cheques shall be accepted upon separate agreement and only by way of payment. All expenses incurred in this regard shall be borne by the Purchaser.

**7. Reservation of Ownership**

7.1 The products supplied shall remain as the company's property until the outstanding debts arising from the business relationship with the Purchaser have been paid in full.

7.2 If the Purchaser resells our goods to third parties he hereby assigns the entire resulting payment claim.

7.3 Insofar as the following arrangements do not contravene the rules of public order in the buyer's country, particularly as regards bankruptcy, and unless agreements to the contrary exist:

7.4 The vendor reserves ownership of the goods delivered to him until complete payment has been made for all sums owed to him by the buyer through their business relationship.

7.5 The buyer may convert or resell the said goods in the course of normal commercial operations.

7.6 The conversion of the goods, property rights in which have been reserved, does not transfer ownership to the buyer. When conversion also includes other products not belonging to the buyer the vendor achieves co- proprietorship of the new product to the extent of the value of the goods of which ownership is reserved.

**8. Force Majeure**

Events of Force Majeure, particularly strikes, lock outs, operation or transport interruptions, including at our suppliers, shall suspend the contractual obligations of each party for the period of the disturbance and to the extent of its effects. Should the delays exceed a period of 6 weeks, both parties shall be entitled to cancel the contract with respect to the contractual performance affected by such delays. No other claims exist.

**9. Liability, Inspection, Claims, Notification**

9.1 Our liability is excluded, regardless of the legal grounds. Defects must be notified to us after discovery without undue delay. The delivered goods with respect to which defects have been notified must be made and kept available to us. We will bear the costs for shipment only of defected products back to us only if such shipment takes place at our request in written form.

9.2 All our data, especially data relating to product suitability, processing and use, as well as technical support, have been compiled to the best of our knowledge. The Purchaser, however, must still perform his own inspections and preliminary trials. The Purchaser undertakes to examine the goods immediately after delivery with respect to any defects concerning quality and suitability of purpose and object to ascertainable defects.

9.3 Complaints must be notified in written form within 7 days of arrival of the goods in the buyer's establishment, in cases where the delivery plainly does not meet the specification either in quantity or quality. Observation of a defect in one portion of the goods cannot justify rejection of the whole. A complaint about a portion only of the goods delivered does not release the buyer from the obligation to pay within the agreed period for the whole of the consignment and cannot justify total rejection of the consignment.

9.4 Action following a justifiable complaint should a complaint be justified, the vendor shall take back at his own expense the defective goods. The buyer must make them available to him in good condition and in the original or equivalent presentation and packing.

9.5 All claims due a defect are subject to a limitation period of one year after delivery of the goods. No warranty is made for used objects.

**10. Place of Fulfilment, Applicable Law and Jurisdiction**

10.1 In case of export sales the sales agreement shall be governed by and construed in accordance with the rules of the United Nations Convention on the International Sale of Goods and complementarily there to by the laws of the country where Seller is located.

10.2 The originating point of the goods shall, in each case, be the place of fulfillment for payment.

10.3 The place of jurisdiction is Frankfurt a.M., Germany. We shall however, have the right to also bring a claim against the Purchaser at high general place of jurisdiction.