

## **Standard General Terms and Conditions of Meditron GmbH, Völklingen**

After the placing of an order, all services, supplies and sales shall be subject to the following Standard General Terms and Conditions. Any collateral agreements or deviations from our Standard General Terms and Conditions must be made in writing if they are to have any validity.

### **Prices**

All prices quoted are exclusive of Value Added Tax at the current legal rate and, where appropriate, cash-on-delivery fees. The current costs of despatch, delivery, connection and the disposal of used appliances are published in our Conditions of Delivery and Payment.

### **Orders**

Merchandise and services from our range can be ordered in person, by telefax or by e-mail. The contract will normally be concluded on the issue of our written order confirmation. However, arrangements can be made for conclusion to coincide with delivery or with the date of invoice.

### **Delivery**

In principle, our registered office is the place of performance for our services. The prices quoted in our Conditions of Delivery and Payment apply only to the mainland of the Federal Republic of Germany. Deliveries abroad or to the German islands shall be subject to special calculation. We deliver as promptly as possible. In the case of large instruments, we advise a delivery date in advance. If we fail to deliver within the time thus agreed in writing, our obligations shall be restricted to the taking back of goods delivered late free of charge. In cases where our deliveries are not accepted in spite of the fact that the order was not cancelled in due time, there will be a handling charge of €10. For large items of over 20kg, this charge will be €25.

### **Payment/rights of retention**

The invoice will be sent to the customer at the time of delivery or within one week of delivery at the latest. The invoice will be payable net in full within 14 days. Payment is not deemed to have been made until Meditron GmbH has the money at its disposal. In cases of default or delay in payment, we shall be entitled to charge interest for default. This interest shall be 5% above the current basic rate of the ECB according to the Discount Transition Act for individual customers and 8% above said rate for commercial enterprises. Options for payment are listed separately. Goods supplied shall remain our property until the purchase price has been paid in full.

### **Right to return goods**

After receipt of the goods you will have the right to return or exchange the goods for a period of 14 days. A fundamental prerequisite for this is that the goods be in a resaleable condition. Return the goods to us in perfect, unused condition, in the undamaged original packaging.

### **Warranty/guarantee**

We are to be notified in writing of obvious defects and damage occasioned during transportation within a period of two weeks. Damage occasioned during transportation - if visible - must be confirmed by the supplier. During the legal guarantee period of 24 months following delivery, we reserve the right to remedy defects free of charge before entertaining replacement or rescission. If the manufacturers of any component parts offer longer guarantee periods, their guarantee conditions shall also apply. The guarantee shall be terminated if the purchaser tampers with and/or carries out repairs on the instrument, or allows persons not authorised by Meditron GmbH so to tamper or to carry out such repairs, provided that the defect or defects in question are the results of such unauthorised tampering or unauthorised repairs.

### **Devices on loan**

On receipt of the device, check that all the accessories are present. Devices on loan are not insured. **The borrower is liable for any damage or loss.** This shall also apply to resellers. Meditron GmbH is to be notified in writing within a period of one week of any obvious defects or damage occasioned during transportation. Devices on loan can only be accepted in return in the original packaging inclusive of all documentation and accessories. In cases of incomplete or improper return, Meditron GmbH shall be entitled either to refuse acceptance of the device and issue an invoice for the price applicable at the time of handing over, with interest for default applicable to the period which shall have elapsed since said hand-over, or, after acceptance of the returned device, to seek compensation (full satisfaction). Repairs and adjustments will be subject to a fee. In cases where goods are returned outside the allotted period, Meditron GmbH shall be entitled to charge a monthly fee for the use of the equipment in the amount of 1/12 of the purchase price for each whole month or part of a month elapsing after the allotted period. If a device is loaned for a period exceeding six months, it must be purchased. The full purchase price is payable. This shall also apply to resellers.

### **Exhibition prices**

Exhibition prices can only be offered to final consumers. Trade with resellers will be subject to the conditions negotiated, which may be altered at any time.

### **Miscellaneous**

The law of the Federal Republic of Germany shall apply to all contractual relationships. If any of the above provisions should be invalid, this shall not affect the validity of the remaining provisions. Data furnished to us will be stored (in accordance with the German Data Protection Act), but not passed on to third parties. Legal domicile for all claims arising from orders by businesspersons shall be Völklingen.

### **Conditions of delivery and payment**

Payment by bank transfer  
Bank: Deutsche Bank Saar  
Bank code: 590 700 70  
A/c no.: 0 600 700

Delivery costs:  
By post up to 20kg €7;  
Up to 40kg €8.50  
Delivery abroad: on enquiry

Costs of connection:  
Helmholtz screen €25  
Hess screen €10  
Video units €5

Costs of connection include: connection to a proper existing installation, function test with trial run, training of the customer on the device and the disposal of packaging material. Any material expenditure that may be necessary will be subject to separate invoicing. There will be no travel expense charge within a radius of 100km from Völklingen. Connection costs outside this region will be subject to separate invoicing.

The disposal of used appliances will be undertaken by Meditron GmbH.

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