

**GENERAL TERMS AND CONDITIONS OF BUSINESS – International Version**  
of heckel medizintechnik gmbh, Olgastrasse 25, D-73728 Esslingen  
As at: October 2011

Article 1

**Scope of Terms and Conditions**

Vendor's goods are sold, its services furnished and its quotations tendered solely on the basis of these General Terms and Conditions of Business. Said Terms and Conditions thus apply to all future business relationships even if not expressly agreed therein.

Article 2

**Quotations and Contracts**

- (1) Customer orders are legally binding only when confirmed in writing or by telecopy by the vendor. The same applies to amendments, modifications and supplementary agreements.
- (2) Drawings, illustrations, dimensions, weights and other performance-related data are binding only when expressly agreed as such in writing.
- (3) Offers are non-binding – if not agreed differently.

Article 3

**Prices, Conditions of Payment**

- (1) Customer shall pay Manufacturer by payment in advance or (from an amount of at least 100.000 EUR) by irrevocable documentary credit (letter of credit, LC) to be opened by a first class bank and advised by Commerzbank AG, Esslingen. Said documentary credits shall be payable at sight against presentation of the usual shipping documents at the counters of Commerzbank AG, Esslingen. Date and place of expiry of documentary credit: 1 (one) month after date of delivery as agreed by Manufacturer and Customer. The charges for documentary credits outside the customer's territory go on beneficiaries account.
- (2) Prices are quoted ex-works Esslingen, plus packaging costs and plus turnover tax at the applicable rate.

Article 4

**Delivery and Completion Times**

- (1) Delivery deadlines or schedules, which can be agreed as binding or non-binding, must be stated in writing.
- (2) Even if deadlines and schedules are agreed as binding, vendor shall not be held responsible for delays in delivery or completion due to acts of God and events which significantly impede vendor in delivering or completing or which render delivery or completion impossible - particularly strikes, lockouts, official directives, etc. In such instances vendor is justified in postponing delivery or completion for the duration of the impediment plus a justifiably adequate period of grace, or in withdrawing partially or completing from the contract on account of the non-provided delivery or service.

Article 5

**Passing of Risk**

Risk passes to the buyer as soon as the good for shipment is handed over to the transporting party or leaves vendor's store for the purpose of shipment.

Article 6

**Warranty**

- (1) Vendor warrants that its products are free of manufacturing defects and material flaws. Period of the warranty obligation is described in the offer.
- (2) The warranty period commences on the delivery date. Vendor's warranty is voided in full by non-compliance with vendor's or manufacturer's instructions for operation or maintenance, alterations to the product and substitution of components by others which do not comply with the original specifications.
- (3) Buyer must notify vendor in writing of defects immediately or no later than one week after receipt of the shipment or service. Vendor must be notified immediately in writing of defects not discernible within this period even by careful scrutiny.

- (4) In acknowledged instances of defect, vendor may at its discretion require that
  - a) the defective component or device be shipped to vendor for repair and subsequent return. The costs of cheapest shipment to vendor and return shall be borne by vendor insofar as buyer's complaint proves justified.
  - b) buyer retains the defective component or device in safekeeping and vendor undertakes repair on buyer's premises.
  - c) buyer has the defective component or device repaired by trained technicians. Vendor bears the costs of spare parts, buyer bears the other costs of repair in accordance with vendor's instructions. 4c is the standard procedure if buyer is a representative and dealer of the vendor.
- (5) If, within an adequate period of time, rectification of a defect is not forthcoming, buyer may at its discretion demand a reduction in the purchase price or recession of the sales agreement.

Article 7

**Software**

- (1) On receipt and payment of the software, the customer obtains a non-transferable and non-exclusive right of usage.
- (2) The state of the art in software engineering does not permit a guarantee that the software will function without error in all applications and combinations. The warranty for the software is restricted to the replacement of defective data volumes just after delivery. Vendor is not liable for data loss or data inaccuracy. Vendor refuses to accept liability for consequential damage.
- (3) Article 6 also applies

Article 8

**Spare Parts**

For a period of 5 (five) years as of delivery of a device, vendor shall supply spare parts at the currently valid spare-part prices.

Article 9

**Retention of Title**

Goods supplied remain the property of vendor until the purchase price is paid in full.

Article 10

**Limitation on Liability**

- (1) Irrespective of their cause in law, claims against vendor and/or manufacturer for damages are precluded except in cases of liability for damage caused intentionally or by gross negligence.
- (2) Manufacturer's product liability is limited to € 1,000,000 (one million EURO) for personal injury, € 250,000 (two hundred fifty thousand EURO) for damage to property and € 50,000 (fifty thousand EURO) for economic loss per instance. Manufacturer is policy-holder of product liability insurance for the corresponding amounts insured per instance.

Article 11

**Final Clauses**

- (1) These General Terms and Conditions of Business shall be construed and interpreted under the laws of the Federal Republic of Germany to the exclusion of unified law.
- (2) The legal venue in all legally permissible instances is Stuttgart.
- (3) If a clause or clauses of these General Terms and Conditions of Business are, become or are rendered invalid, other clauses or agreements shall not thereby be invalidated. The contractual parties undertake to substitute valid clauses approximating as closely as possible to the economic purpose of the originals.