

# Terms and Conditions

## 1 Validity of Conditions

(1) Our deliveries, services and offers follow exclusively to these general conditions. They also apply to all future business relations, even if they are not expressly agreed. At the latest with the acceptance of our goods or services our terms and conditions are accepted. Countermovement of the customer with regard to its business or purchase conditions is contradicted herewith.

(2) Exceptions to these Terms and Conditions are only valid if confirmed in writing by us .

## 2. Contract Conclusion

(1) Propositions made in brochures, advertisements, price lists are - particularly regarding price - subject to confirmation and non-binding. Models, illustrations, etc., and all data regarding specifications are only binding, if this is especially stated. On specially prepared quotations we are obliged for 30 calendar days or as stated in the offer terms.

(2) All orders require on regular basis for effectiveness of our written confirmation. If we do not reject within two weeks after receipt of the confirmation shall be deemed granted. From that independent the customer is bound to his order for four weeks.

(3) Subsidiary agreements, amendments and supplements shall only be valid if confirmed in writing. The same applies for the assurance of properties.

(4) Product returns must be made by the customer only after prior consultation with the PharmaMedia Dr. Müller GmbH. If goods are returned due to an incorrect order we will invoice a lump sum covering our expenses with a minimum of 50 €. If the goods become unusable by the customer returning or storage at the client, the invoice amount has to be paid in full. Goods, that have been supplied already than 3 weeks back and irradiated media cannot be returned or exchanged. All returns are at the expense and risk of the client.

## 3 Prices and Price Adjustments

(1) All prices are net prices without sales tax, which have to be paid in their respective statutory amount. PharmaMedia Dr. Müller GmbH reserves the right, particularly in case of changes of raw materials to adjust prices. We do not accept returns of packaging materials.

(2) The prices are ex works or warehouse including packaging expenses. Freight or postage will be listed separately. Prices invoiced are the prices which are valid at the date of the shipment. If the goods or service to be delivered or rendered within four months after order date and if it is not part under a continuing obligation, we calculate the originally agreed prices.

#### **4 Delivery Times**

(1) We strive to meet the deadlines specified.

(2) Delays in delivery due to force majeure and due to events that severely complicate the delivery or even make them impossible - including subsequently occurring material sourcing disruption of operation, strike, lockout, shortage of manpower, lack of transportation means, governmental directives, etc. even if they occur at our suppliers or their subcontractors - we are - even with binding deadlines and dates - not responsible. These delays entitle us to postpone delivery for the duration of the hindrance plus a reasonable lead time or to withdraw from the contract not yet fulfilled partially or completely. This is true even if we are already in delay.

(3) If the hindrance lasts longer than three months, the purchaser is entitled to a reasonable post-electrical extension, to withdraw from the unfulfilled part of the contract.

(4) If we are in default, the purchasing party can withdraw from the contract or claim damages for non-performance in accordance with the following provisions.

(5) The time limit to finally fulfill the order will be set to 6 weeks from date of receipt of the renewed appointment of date of the purchasing party.

(6) Compensation for non-fulfillment of the order can only be requested by the purchasing party if we and / or our agents have caused the damage intentionally or through gross negligence.

(7) If the purchasing party does not use his rights to claim for compensation according to the above stated provisions no other compensations are arising from the nonfulfillment of any delivery term.

(8) The extended liability . § 287 BGB is precluded.

(9) We are entitled to partial deliveries and to bring into account the partial delivery at any time.

#### **5 Passing of Risk**

The risk passes to the purchasing party as soon as the shipment has been handed over to the person performing the transport or has left our factory or warehouse. If the delivery is impossible without our fault, the risk is with the notification of readiness for shipment to the purchasing party transferred to the purchasing party.

## 6 Warranty and Liability

( 1) If the delivered goods are defective , of if they lack specified characteristics or if they become defective caused by manufacturing or material faults during the specified shelf-life or within the warranty period (for products where no shelf-life is specified), we are entitled to replace the original delivery or to repair the goods, at our option. Other claims are claims , especially compensation for consequential losses of the purchasing party and potential customers of the purchasing party are excluded. Multiple replacements / repairs are allowed.

(2) The purchasing party must inform us about us defects immediately, but no later than within one week of delivery in writing. Defects that cannot be detected even by thorough examination within this period must be reported to us immediately after discovery.

(3) If the repair or replacement becomes culpable impossible or has the purchasing party in case of delay set an appropriate time line to replace or repair the products which we are not able to meet, he is entitled to withdraw from the contract.

(4) We provide for replacements and repairs the same warranty as for the original delivery.

(5) We provide to the purchasing party in good faith all kind of information and advice available required to use our products. However, we will be liable only pursuant to the following paragraph, provided that a special payment has been agreed.

(6) Compensation claims against us or against our agents for impossibility of performance, for non-performance, for positive breach of obligation, for culpa in contrahendo of the contract and for tort are excluded, except if the damage was caused by purpose or by wantonly negligence.

## 7 Retention of Title

( 1) Until all claims (including balance claims), which for any legal reason arose against the purchasing party and its group companies now - or will arise in the future - and until complete release of all **contingent obligations**, we have committed to in the interest of the purchasing party, the following titles will be granted as security. The titles granted will be released by us at our option and on request , if their value exceeds the claims by more than 20 % :

(2) The goods remain our property. Processing or transformation is always for us as a manufacturer, but without any obligation for us. If our (co-) ownership ends through **connection**, it is now agreed that the (co -) ownership passes on to us by the proportional value to the new product resulting from the processing/transformation (invoice value) . The purchasing party shall keep our (co-) ownership  
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free of charge. Goods, which we have (co-) ownership is entitled, hereinafter referred to as "goods under reserve".

(3) The purchasing party is entitled to sell the "goods under reserve" in the ordinary course of business and under reservation of ownership as long as he is not in default . Pledging of Security is not permitted. Receivables from resale or any other claims based on any other reason (insurance, tortious act) are fully transferred to us. We empower him irrevocably to collect the claims assigned to us for our account in his own name. At our request, the purchasing party shall disclose the assignment and give us all necessary information and documents.

(4) If third parties try to get access to the "goods under reserve" the purchasing party will indicate our ownership and inform us immediately. Costs and damages incurred will be assumed by the purchasing party.

(5) In case of breach of contract by the purchasing party - in particular default of payment - we are entitled take back the "goods under reserve" at the expense of the purchasing party. In case of taking back the "goods under reserve" or by garnishment of the "goods under reserve" by us this does not constitute a withdrawal from the contract.

## **8 Payments**

(1) Our invoices are payable within 30 days of the invoice date without any fee. The payment date is the day on which we will have the money available. We are entitled to choose against invoice we will credit the amount, notwithstanding any other provisions of the purchasing party.

(2) We reserve explicitly the right to reject any checks or drafts. The acceptance is subject to undertaking to pay. Discount and bill charges that are borne by the purchasing party are due immediately.

(3) If the purchasing party is in default of payment, we are entitled to invoice interests at the rate of the interest rates charged by the banks for overdraft current accounts - but at least 4% above the discount rate of European Central Bank. The interest is due immediately.

(4) We charge a flat rate of € 10, starting from the second written dunning notice.

(5) If the purchasing party to meet his payment obligations , in particular to cash a check or draft or if he suspends payments or if it becomes obvious that his credit worthiness is questionable, we are entitled to collect all liabilities due for payment immediately, even if we have accepted checks drafts . Furthermore we are entitled to demand advance payments or security deposits in such cases and additionally, after a reasonable grace period, to withdraw from the contract or even to claim damages for non- fulfillment .

6) The purchasing party is only entitled to setoff or to retention if we have expressly agreed in writing or if counterclaims are undisputed or legally binding.

### **9 Jurisdiction , Governing Law, Severability**

(1) In all cases exclusively the jurisdiction of Heidelberg will be applied. The law of the Federal Republic of Germany will be applied , under exclusion of the Uniform Law on the closure of agreements for international sale of movable goods and the Uniform Law on the international sale of movable goods .

(2) If any provision in these terms and conditions or provision of other agreements be or become invalid , this shall not affect the validity of all other provisions or agreements. The purchasing party and we are rather obliged to replace the invalid provision by a valid one which the economic purpose of the invalid to the extent permitted by law realized .