

# General Terms and Conditions of Sale for Products

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> REMONDIS Group

General Terms and Conditions of  
REMONDIS Medison,  
RESOLVE division.  
Status: October 2018

[resolve.de](http://resolve.de)

## > GENERAL TERMS AND CONDITIONS OF SALE FOR PRODUCTS

### > 1 Scope of application

- (1) Our Terms and Conditions of Sale have exclusive validity; we do not recognise any contradictory or divergent conditions of the customer unless we have expressly approved their validity in writing. Our General Terms and Conditions of Sale also apply if we make a delivery to the customer without reservation, in the full knowledge that the customer's terms are contrary to or differ from our General Terms and Conditions of Sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are to be set down in writing in this contract.
- (3) Our Terms and Conditions of Sale shall apply to all future transactions with the customer.

### > 2 Offer, offer documents

- (1) Our offers are always subject to change unless we expressly stipulate that they are binding. The contract shall come into force if we accept the customer's offer within four weeks.
- (2) We reserve ownership of and copyrights to all documents provided to the customer in connection with the order being placed. These documents and records must not be made accessible to third parties unless we grant the customer our explicit permission to do so. If we do not accept the customer's offer, these documents must be returned to us immediately.
- (3) Samples and prototypes are only non-binding models. They do not guarantee any specific properties. Deviations from product information are permitted if they are insignificant or if they are inevitable despite all care being taken. We assume no liability for the delivered goods being suitable for the purposes envisaged by the buyer, nor for damage caused by handling the product.

### > 3 Prices, payment terms

- (1) Unless otherwise stated in the order confirmation, our prices shall apply ex works, plus VAT at the statutory rate.
- (2) Special written agreement is required in order to deduct any advance payment discount.
- (3) Unless otherwise stated in the order or sale confirmation, the purchase price is due for payment net (without any deductions) within 14 days of an invoice being issued. If the customer defaults on this payment, we shall be entitled to charge default interest of 8% above the relevant base rate. The right to claim higher damages for late payment remains reserved.
- (4) In the case of payment transactions that involve foreign countries, each party shall bear the additional expenses incurred as a result of this itself.
- (5) Unless a fixed price agreement has been made, the right to reasonable price changes due to changes in labour, material, and distribution costs is reserved for deliveries made 3 months after conclusion of the contract or later.
- (6) The customer may only offset claims that have been settled by a court of law or which are undisputed. The customer is only allowed to withhold payment if its counterclaim is related to that same contract.

### > 4 Delivery period

- (1) The commencement of the delivery period specified by us and compliance with our delivery obligation is subject to the customer properly fulfilling its obligations in a timely manner. The right of defence of non-performance of contract remains reserved.
- (2) If, once we are already in default, the customer sets us a reasonable grace period together with a rejection order, it shall be entitled to withdraw from the contract once this grace period has expired to no avail; the customer shall only be entitled to compensation claims for non-performance amounting to foreseeable damage if the default is due to wilful action or gross negligence or on a breach of an essential duty; otherwise, the liability for damage – insofar as legally permissible – is limited to 50% of the damage incurred.

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- (3) If the customer is in default of accepting delivery or if it knowingly infringes other obligations to cooperate, we reserve the right to demand adequate compensation for any and all damages resulting, including any additional expenditure. Further claims remain reserved. If the above requirements are met, the risk of accidental loss or accidental deterioration of the object of purchase shall transfer to the customer at the moment in which it becomes in default of acceptance.

### > 5 Transfer of risk

- (1) Unless otherwise stated in the order confirmation, delivery is "ex works". The risk of destruction, loss or damage to the goods is transferred to the customer when the goods are dispatched, or, if the customer is collecting them, then when they are provided to it.
- (2) At the request of the customer, we will cover the delivery with transport insurance; the customer shall bear the costs incurred for this.

### > 6 Warranty

- (1) The warranty rights of the customer are subject to the customer having properly fulfilled its obligation under § 377 HGB (German Commercial Code) with respect to inspection and notification of defects.
- (2) If, despite all due care, the delivered goods contain a defect that already existed at the time of transfer of risk, we shall repair or replace the goods as we see fit, subject to timely notice of the defect. We are, at all times, to be given the opportunity to render supplementary performance within an appropriate deadline. Our consent must be obtained before returning any goods.
- (3) If the supplementary performance fails for reasons for which we are responsible, the customer may withdraw from the contract. The customer's right to assert further claims for damages under the terms of § 7, below, remains unaffected.
- (4) Claims for defects shall not exist in the event of only an insignificant deviation from the agreed quality, only insignificant impairment to utility, or damages which arose after the transfer of risk as a result of faulty handling or due to special external influences that are not anticipated in the contract. This also applies in the event that goods are unloaded or transferred into other containers despite a defect being identified during the incoming checks. Any discolouration of the reclaim does not constitute a defect, provided that its properties as a cleaning agent and solvent are not impaired. In the event of significant deviations from the agreed parameters, a defect shall only be deemed to be present if the deviations are determined using uniform measurement methods.
- (5) Claims on the part of the customer for expenses necessitated by supplementary performance, particularly transport, travel, labour, and material costs, are excluded if these expenses increase because the goods we have delivered were subsequently transported to a location other than the place of fulfilment, unless their being brought there is consistent with the goods' intended use.
- (6) The warranty period is four weeks and commences upon the transfer of risk. This limitation does not apply to claims of the customer in accordance with § 7 para. 1.

### > 7 Liability

- (1) We are fully liable for damage resulting from injury to life, limb or health, as well as for damage due to wilful or grossly negligent breaches of contract or bad faith. For any other damage, no liability is assumed in the event of slightly negligent acts, unless these concern a violation of an essential contractual obligation which is particularly important in order to achieve the purpose of the contract. In this case, liability is limited to the foreseeable damage typical of such a contract. Insofar as permitted by law, any liability for consequential damage or indirect damage (e.g., loss of production or consequential damage due to production, replacement purchases, material damage) and lost profit is excluded.
- (2) The limitation of liability under para. 1 does not apply to claims under the Product Liability Act.
- (3) Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, representatives, and agents.

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### > 8 Reservation of ownership

- (1) We reserve ownership of the object of purchase until full settlement of all demands arising in connection with the supply contract. If the customer acts in breach of contract, in particular, in cases of default of payment, we shall be entitled to take back the object of purchase. The taking back of the object of purchase by us does not constitute withdrawal from the contract, unless we have expressly declared this in writing. We shall be entitled to dispose of the object of purchase after its return; the proceeds of the sale shall be deducted from the customer's liabilities – minus reasonable disposal costs.
- (2) In the event of garnishments or any other interference from a third party, the customer is obligated to notify us immediately in writing, so that we may sue according to § 771 of the Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of any lawsuit pursuant to § 771 ZPO, the customer shall be liable for the losses incurred.
- (3) The customer is entitled to sell the object of purchase within the course of normal business, but hereby already assign to us all receivables which arise from such resale to its customers or third parties, in the amount of the final invoice amount agreed with us (including VAT), irrespective of whether the object of purchase was resold without or after processing. The customer shall be authorised to receive these amounts even after they have been assigned. Our authority to collect the claim ourselves remains unaffected by this. However, we commit not to collect the claim so long as the customer complies with its payment obligations arising in connection with the collected proceeds and is not in arrears with payment, and, in particular, so long as no application for initiating insolvency proceedings has been made and payments have not been ceased. Should this, however, be the case, we shall be entitled to demand that the customer notifies us of the assigned receivables and their debtors, discloses all data required for their collection, hands over all appropriate documents and communicates the assignment to the debtors (third parties).
- (4) If the object of purchase is inseparably mixed or processed with other items that do not belong to us, we then acquire co-ownership of the new item based on the ratio of the objective value of our object of purchase to the other items mixed or processed with it at the time of the mixing or processing. If the mixing or processing is done in a way that makes the customer's object the chief aspect of the new object, it is hereby agreed that the customer shall make us co-owner of the new object on a proportional basis. The customer shall keep custody of items in our sole or co-ownership that come into being in this way on our behalf. In all other respects, the same applies for the product of the mixing or processing as applies for the goods delivered under reservation.
- (5) We commit to release the securities provided to us at the request of the customer, once the conversion value of our securities exceeds that of the claims to be secured by more than 20%; the selection of the securities to be released rests with us.

### > 9 Data retention/protection

The data recorded in connection with the contract will be collected, processed and used by the parties in compliance with the data protection regulations. Insofar as personal data within the meaning of the General Data Protection Regulation (GDPR) are concerned, the data subject hereby expressly informed.

### > 10 Final provisions

- (1) Amendments and addenda to the contract must be in writing in order to be effective, unless otherwise agreed in individual cases or in these Terms and Conditions of Sale.
- (2) Should individual provisions of this contract be or become void, invalid or unenforceable, in whole or in part, this shall not affect the validity and enforceability of any of the remaining provisions. In place of the void, invalid or unenforceable provisions, the parties will agree on a provision that comes as close as possible to the intent of the void, invalid or unenforceable provision. This shall apply accordingly for any essential provisions inadvertently omitted from this contract.
- (3) As far as nothing different is stated in the order confirmation, our place of business is the place of performance.
- (4) The place of jurisdiction is Lünen.