

General Terms and Conditions (GTC)

§1 General

1.1 The following Conditions have Valid for all our Offers , sales , deliveries and services and will be Contents of the contract . They apply not if our Contract partner one private individual is and professionally or commercial It concerns ... They apply also for all future ones business relationships , also if she not still once expressly agreed become .

1.2 Deviating or supplementary General Buyer 's terms and conditions contradict we hereby They apply explicitly . also then not , if the buyer adds them to his order or other Explanation underlying laid .

§2 Offers and Orders

2.1 Our Offers are Subject to change without notice . she not in written form as binding designated are . An effective Contract comes therefore only through Our order confirmation or the delivery of the goods constitutes a contract .

2.2 Dimensions , weights , illustrations , drawings as well as other Documents relating to our non-binding Offered belong , remain in our property and are only approximately decisive . Only in the case of explicit written Confirmation through us can she binding Contract content become .

§3 Doubtful solvency

3.1 Will we after Conclusion of contract Circumstances known doubts about the buyer 's ability to pay explain , can we more Deliveries from a Prepayment of the goods by the buyer is dependent We can offer the buyer a [fee] for prepayment of the goods . set a reasonable deadline and from Contract withdraw if the advance payment not within the deadline at us enters ; the buyer can instead of prepayment , security through Bank guarantee Do we already have the goods ? delivered , the purchase price will be regardless agreed Payment terms immediately Due without deduction .

3.2 Doubts about the buyer 's ability to pay are under other then justified if a Application for the opening of insolvency proceedings about his assets placed became or he makes payments to us or Third not on time performs .

§4 Prices

4.1 Our Prices apply "ex works" if no deviating agreement met with the buyer became .

4.2 The statutory VAT is in our Prices not included and will be shown on the invoice date. statutory applicable Amount shown separately on the invoice designated .

4.3 Lay between the date of the contract and the date of delivery more as 4 months , without that this is on one of us to representing Delivery delay is based on , and has our valid Price list changed , so they can we instead of the agreed Purchase price on the day of delivery valid List price request . We will inform the buyer before delivery . one accordingly Send an amended order confirmation . In this case , the buyer can request the price increase for the goods. have is , from his order resign . He must resign . at the latest on the third working day after Receipt of the amended order confirmation in writing Explain : Sending it by fax or email is sufficient .

§5 Delivery time

5.1 All mentioned Delivery dates are non-binding and apply as only approximately agreed , insofar as she not from us expressly as binding designated have are . For non-binding Delivery dates are subject to a Delivery within 6 weeks after the specified Delivery time definitely still as punctual .

5.2 If we culpably one expressly not agreed deadline retain can or out of other Reasons in default The buyer advised us to give us a appropriate Extended deadline to grant . After fruitless Sequence this Extended deadline Is the buyer entitled to ... Contract to resign .

5.3 Becomes us the performance because of higher Violence or out of others extraordinary and undeserved circumstances quite or partially temporary impossible or significant made more difficult , so it is extended the agreed Delivery time is extended by the duration of the impediment to performance . The same applies to a statutory or Deadline set by the buyer for performance , in particular for grace periods at Delay .

5.4 Before the expiry of the period according to Paragraph 3 extended Delivery time or performance period is the buyer neither for the resignation still for the damages entitled . The buyer both we are only for the resignation entitled if the contract still not carried out was and a reasonable deadline for the buyer set was , which already passed is . Is the buyer contractually obligated or legal (e.g. because of Loss of interest) without Setting a grace period for the resignation If the right is justified , it remains unaffected .

5.5 In the case of a any Delivery delay , unless it is due to intent or coarse negligence is based on , are Claims for damages Excluded of any kind .

§6 Shipping

6.1 Shipping This is at the buyer 's expense . The risk goes with the loading of the goods onto him about , also if freight-free Delivery agreed is and/ or the shipment with our own vehicles This has been done . We are not obliged to provide for a Transport insurance to care for .

6.2 Provided not expressly in written form something other agreed was , are we to Partial deliveries within reasonable limits Scope entitled to the individual calculated become .

General Terms and Conditions of Payment and Delivery – Meditech- Vliesstoffe GmbH & Co. KG

§7 Payment

7.1 Our invoices are within 30 days of the invoice date without deduction pay , unless it has been a deviating Payment terms agreed .

7.2 The buyer arrives also without one Reminder We will be in default if he fails to pay the purchase price . not within 30 days after Due date and receipt of the invoice or one equivalent Payment statement pays .

7.3 The buyer 's device one In case of late payment , all of his Payment obligations from the business relationship with us – also such , for which

Change given have are – immediately due . In this case , we entitled to be from the person concerned Time of interest in statutory fixed Height to demand . The proof one higher damage through the seller remains reserved .

7.4 Change become only after previous agreement and at Discount capability without granting one Discounts for the purpose of fulfilling the obligation Accepted . Payments also accepted. in the check/ bill of exchange procedure become only for the purpose of fulfilling the obligation accepted . The purchase price claim extinguishes only after complete Redemption of bills of exchange . Exchange and discount charges. become separately calculated and are without deduction, immediately to pay .

7.5 The buyer is to Offsetting , also if Complaints or Counterclaims applicable made will be , only justified if the counterclaims legally binding ascertained by the seller recognized became or undisputed are . For the exercise one right of retention is the buyer only authorized if his counterclaim is based on the same Purchase agreement is based on .

§8 Warranty / Liability

8.1 The buyer must inspect the received goods for completeness , transport damage , and obvious defects. Defects , condition and their Characteristics to examine . Obvious Defects

are from the buyer within two weeks from delivery of the contractual item in written form us opposite to Rügen .

8.2 We are not to Warranty obligated if the buyer obvious lack punctual in written form has complained . So far . one of us to a defect in the goods exists and is reported by the buyer in a timely manner in written form reprimanded was , are we - under Exclusion of the buyer 's rights from the contract to resign or the purchase price to reduce - to Subsequent performance obliged , unless that we due to the legal control to Refusal to provide subsequent performance justified are . The buyer has provided us with a quote for each individual deficiency reasonable time to Subsequent performance to grant .

8.3 Subsequent performance can according to the buyer 's choice through Remedying the defect or Delivery one New goods will be delivered . We are entitled to choose the type of supplementary performance selected by the buyer to refuse if she only with disproportionate costs is . During the subsequent performance are the reduction of the purchase price or the resignation from the Contract The buyer is excluded from this . A repair is considered valid from the second in vain Attempt as failed . Is the subsequent performance ... failed or has the seller provided subsequent performance in total If the buyer refuses , he may, at his discretion, demand a reduction in the purchase price (abatement) . or the resignation from the Contract explain .

8.4 Claims for damages to the following Conditions The buyer can only assert a claim due to the defect. do this if the subsequent performance failed is or the subsequent performance by us refused will be . The buyer 's right to Assertion of further claims for damages to the following Conditions remains of that untouched .

8.5 For intentional or rough negligent breaches of duty as well as for damages out of one Injury to life, to the body or to one 's health we unrestricted according to the legal Regulations . In Incidentally adhere we only if the injured Contractual obligation for achieving the purpose of the contract recognizably of significant Meaning is , and only limited to height of the typically predictable Damage .

8.6 Limitation of Liability after Paragraph 5 applies accordingly to other as contractual Claims for damages , in particular Claims out of unauthorized plot , with Exception of claims according to the Product Liability Act . It also applies also in favor our Employees , workers, staff, representatives and agents .

8.7 So far we regarding the goods or parts the same one Quality and/ or Durability guarantee who has submitted , are liable we also within the framework of this Warranty . For damages resulting from the absence of the warranted Nature or durability based on , but not directly affecting the goods , liability we however only then , when the risk one such damage evident from the quality and durability guarantee recorded is .

8.8 We are liable also for damages caused by simple negligence caused will be , insofar as this Negligence, the injury such Contractual obligations concerns , whose Compliance is of particular importance for achieving the purpose of the contract . Meaning is (cardinal obligations). We are liable however only insofar as the damages are typical for the contract connected and predictable are . In simple cases negligent Injuries not essential contractual Ancillary duties adhere we in the Incidentally not . The ones contained in §7 Limitations of liability apply also , insofar as liability for statutory Representatives , leading Employees and other staff Seller 's agents affected is .

8.9 A further Liability is without Consideration of the legal nature of the claim made Claim excluded . Insofar as the seller 's liability excluded or limited This also applies to personal matters . Liability of his employees , workers, staff, representatives and agents

§9 Retention of Title

9.1 We retain We retain ownership of the goods (reserved goods) until receipt of all Payments from the purchase agreement . The delivered goods only become the property of the buyer then about , if this his entire liabilities from the business relationship including Ancillary claims , claims for damages and the cashing of checks and bills of exchange has been fulfilled . In the case of the check-bill of exchange procedure. The retention of title expires in all its aspects here listed forms not already not with the check payment , but only with the redemption of the bill of exchange .

9.2 The buyer has informed us of all Access by third parties, in particular enforcement measures as well as other Infringements on his property immediately in written form to Inform us . The buyer is responsible for all damages and costs. replace , which are replaced by a violation against this obligation and through required Measures to protect against Third-party access is possible .

9.3 Will the buyer fail to meet his payment obligation ? despite one Reminder on our side not after , so can we the release of the still in his Property standing Goods subject to reservation without previous Setting a deadline demand . The ones involved accrued Transport costs The buyer bears the cost. In the case of seizure of the reserved goods... through us There is always a resignation from the Contract . We are after Retention of the goods subject to reservation of title to whose Utilization authorized . The proceeds from the sale becomes with our open demands offset .

9.4 The buyer is entitled to the delivered Object in the proper Business process to resell . He steps down . us already now all claims amount to the invoice value our Financial support or corresponding to the value of the delivered reserved goods which he through resale against a Third adult . We accept the assignment . After the assignment is the buyer to Collection of the claim authorized . We reserve the right to ... us before , the demand himself to collect once the buyer has fulfilled their payment obligations not properly fails to comply and is in arrears with payments device .

9.5 The processing and handling of the delivered object is always done in the name and in the Order for us. It will be carried out . one processing with us not belonging items , so acquire we have co-ownership of the new thing in the Relationship to the value of what we delivered object to the other processed Items . The same applies if the delivered Object with others , us not belonging items mixed becomes .

9.6 Will the delivered Object with a Property If the buyer assigns the claim to us , the buyer will then assign the claim to us. for safety reasons, which he due to the connection against a Third adult .

9.7 We commit us , who us due Security at the buyer 's request to release , provided their value to securing Demands for more exceeds 20 % .

§10 Place of Performance

The place of performance for payments is Breitscheid , for our Goods deliveries to the shipping location .

§11 Data processing

The buyer is with it agreed that we the in Connection with the business relationship data obtained about the buyer under Compliance with the Federal Data Protection Act for the fulfillment own Business purposes process , in particular save or to a Credit protection organization transmit , insofar as this is within the scope of the purpose of the contract is or to Currency our authorized interests necessary is and no reason to assume The buyer 's legitimate interest in excluding the processing , in particular the transmission , of this data outweighs the other party 's interest .

§12 Severability clause

Changes or Amendments to the contract or this General Terms and Conditions require to their effectiveness depends on the written form. one control this General terms and conditions of delivery and payment are invalid or be impracticable or If this happens , it will affect the effectiveness of the General Terms and Conditions of Delivery and Payment . Incidentally not .

§13 Jurisdiction and applicable law

13.1 For the contractual relationship The law of the Federal Republic of Germany applies exclusively between the buyer and us , including if the buyer his residential or Registered office abroad . The application of the uniform Law on the international sale of movable goods and the law about the conclusion of international Purchase agreements above movable things are excluded .

13.2 The buyer is not entitled claims from the purchase agreement without Seller 's consent to cede .

13.3 Is the buyer a merchant, a legal entity of the public Right or a public law Special funds , so it is Jurisdiction for both Parts – also for bills of exchange and check claims – Neuwied. We are however also entitled to the buyer at his general Jurisdiction to sue .

General Terms and Conditions (GTC)

§1 General

1.1 The following terms and conditions apply to all our offers, sales, deliveries, and services and form part of the contract. They do not apply if our contractual partner is a private individual and is not acting in a professional or commercial capacity. They also apply to all future business relationships, even if they are not expressly agreed upon again.

1.2 We hereby expressly object to any different or supplementary terms and conditions of the buyer. They shall not apply even if the buyer has included them in their order or other declaration.

§2 Offers and Orders

2.1 Our offers are non-binding unless expressly designated as binding in writing. A legally binding contract is therefore only concluded upon our order confirmation or delivery of the goods.

2.2 Dimensions, weights, illustrations, drawings, and other documents included with our non-binding offers remain our property and are only approximate. They only become binding contractual content upon our express written confirmation.

§3 Doubtful solvency

3.1 If, after conclusion of the contract, circumstances become known to us that give rise to doubts about the buyer's solvency, we may make further deliveries contingent upon prepayment of the goods by the buyer. We may set the buyer a reasonable deadline for prepayment and withdraw from the contract if the prepayment is not received by us within this deadline; the buyer may provide security by means of a bank guarantee instead of prepayment. If we have already delivered the goods, the purchase price becomes due immediately without deduction, irrespective of any agreed payment terms.

3.2 Doubts about the buyer's solvency are justified, among other things, if an application has been filed to open insolvency proceedings against his assets or if he fails to make payments to us or third parties on time.

§4 Prices

4.1 Our prices are ex works unless otherwise agreed with the buyer.

4.2 The statutory value added tax is not included in our prices and will be shown separately on the invoice at the rate applicable on the date of invoicing.

4.3 If more than four months elapse between the date of the contract and the date of delivery, and this delay is not attributable to any fault on our part, and if our current price list has changed during this period, we may charge the list price valid on the date of delivery instead of the agreed purchase price. We will send the buyer a correspondingly amended order confirmation before delivery. In this case, the buyer may cancel their order with regard to the goods for which the price has been increased. They must declare their cancellation in writing no later than the third working day after receiving the amended order confirmation; transmission by fax or email is sufficient.

§5 Delivery time

5.1 All delivery dates mentioned are non-binding and are considered approximate unless expressly designated as binding by us. For non-binding delivery dates, delivery within 6 weeks of the stated delivery date is always considered timely.

5.2 If we are unable to meet an expressly agreed deadline due to our own fault, or if we are in default for any other reason, the buyer must grant us a reasonable grace period. After this grace period has expired without result, the buyer is entitled to withdraw from the contract.

5.3 If performance becomes wholly or partially impossible or significantly more difficult for us due to force majeure or other exceptional and unforeseen circumstances beyond our control, the agreed delivery period shall be extended by the duration of the impediment. The same applies to any statutory deadline or deadline set by the buyer for performance, in particular to grace periods in the event of delay.

5.4 Before the expiry of the delivery period or performance period extended in accordance with paragraph 3, the buyer is not entitled to withdraw from the contract or claim damages. Both the buyer and we are only entitled to withdraw if the contract has not yet been performed and the buyer has set a reasonable deadline that has already expired. If the buyer is entitled to withdraw from the contract by contract or by law (eg, due to frustration of purpose) without setting a grace period, this right remains unaffected.

5.5 In the event of any delay in delivery, unless it is due to intent or gross negligence, claims for damages of any kind are excluded.

§6 Shipping

6.1 Shipping is at the buyer's expense. The risk passes to the buyer upon loading of the goods, even if freight-free delivery has been agreed and/or shipping is carried out using our own vehicles. We are not obliged to arrange transport insurance.

6.2 Unless expressly agreed otherwise in writing, we are entitled to make partial deliveries to a reasonable extent, which will be invoiced separately.

General Terms and Conditions of Payment and Delivery – Meditech- Vliesstoffe GmbH & Co. KG

§7 Payment

7.1 Our invoices are payable within 30 days of the invoice date without deduction, unless a different payment term has been agreed.

7.2 The buyer will be in default even without a reminder from us if he does not pay the purchase price within 30 days of the due date and receipt of the invoice or an equivalent payment statement.

7.3 If the buyer defaults on a payment, all of his payment obligations arising from the business relationship with us – including those for which

Bills of exchange that have been issued are due immediately. In this case, we are entitled to charge interest at the legally stipulated rate from the relevant date. The seller reserves the right to prove a higher loss.

7.4 Bills of exchange are accepted only by prior agreement and, if discountable, without granting a discount, on account of payment. Payments by check/bill of exchange are also accepted only on account of payment. The purchase price claim is extinguished only after the bills of exchange have been fully honored. Exchange and discount charges will be invoiced separately and are payable immediately without deduction.

7.5 The buyer is only entitled to set-off, even if notices of defects or counterclaims are asserted, if the counterclaims have been legally established, acknowledged by the seller, or are undisputed. The buyer is only entitled to exercise a right of retention if their counterclaim is based on the same purchase agreement.

§8 Warranty / Liability

8.1 The buyer must inspect the received goods for completeness, transport damage, obvious defects, condition, and properties. The buyer must notify us in writing of any obvious defects within two weeks of delivery of the goods.

8.2 We are not liable for warranty claims if the buyer has not notified us in writing of an obvious defect in a timely manner. If a defect in the goods for which we are responsible exists and has been reported to us in writing by the buyer in a timely manner, we are obliged to remedy the defect – to the exclusion of the buyer's rights to withdraw from the contract or reduce the purchase price – unless we are entitled to refuse to remedy the defect under applicable law. The buyer must grant us a reasonable period of time to remedy each individual defect.

8.3 The remedy for defects may, at the buyer's option, be either repair of the defect or delivery of a replacement. We are entitled to refuse the buyer's chosen remedy if it would entail disproportionate costs. During the remedy period, the buyer is precluded from reducing the purchase price or withdrawing from the contract. A repair is deemed unsuccessful after the second failed attempt. If the remedy fails or if the seller refuses to provide a remedy altogether, the buyer may, at their discretion, demand a reduction of the purchase price (abatement) or withdraw from the contract.

8.4 The buyer may only assert claims for damages under the following conditions due to the defect if subsequent performance has failed or is refused by us. This does not affect the buyer's right to assert further claims for damages under the following conditions.

8.5 We are fully liable in accordance with statutory provisions for intentional or grossly negligent breaches of duty, as well as for damages resulting from injury to life, body, or health. Otherwise, we are only liable if the breached contractual obligation is demonstrably essential for achieving the purpose of the contract, and only up to the amount of the typically foreseeable damage.

8.6 The limitation of liability pursuant to paragraph 5 shall apply mutatis mutandis to claims for damages other than those arising from contract, in particular claims arising from tort, with the exception of claims under the Product Liability Act. It shall also apply in favor of our employees, workers, staff, representatives and agents.

8.7 To the extent that we have provided a warranty of quality and/or durability for the goods or parts thereof, we are also liable within the scope of this warranty. However, for damages resulting from the lack of the guaranteed quality or durability, but which do not occur directly to the goods themselves, we are only liable if the risk of such damage is clearly covered by the warranty of quality and durability.

8.8 We are also liable for damages caused by simple negligence, provided that such liability relates to the breach of contractual obligations whose fulfillment is of particular importance for achieving the purpose of the contract (cardinal obligations). However, we are only liable to the extent that the damages are typically associated with the contract and foreseeable. We are not liable for simple negligent breaches of non-essential ancillary obligations. The limitations of liability contained in Section 7 also apply to the liability of the seller's legal representatives, executive employees, and other vicarious agents.

8.9 Any further liability is excluded, regardless of the legal nature of the claim asserted. To the extent that the seller's liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives, and agents.

§9 Retention of Title

9.1 We retain title to the goods (reserved goods) until receipt of all payments due under the purchase agreement. Title to the delivered goods only passes to the buyer once the buyer has fulfilled all obligations arising from the business relationship, including ancillary claims, claims for damages, and the honoring of checks and bills of exchange. In the case of payment by check or bill of exchange, the retention of title in all its forms listed does not expire upon payment by check, but only upon the honoring of the bill of exchange.

9.2 The buyer must immediately inform us in writing of any third-party claims, in particular enforcement measures and other infringements of our ownership rights. The buyer must reimburse us for all damages and costs incurred as a result of a breach of this obligation and any measures necessary to protect against third-party claims.

9.3 If the buyer fails to meet their payment obligations despite a reminder from us, we may demand the return of the goods subject to retention of title that are still in their possession without prior notice. The buyer shall bear the resulting transport costs. Our seizure of the goods subject to retention of title shall always constitute a withdrawal from the contract. After taking back the goods subject to retention of title, we are entitled to sell them. The proceeds of the sale will be offset against our outstanding claims.

9.4 The buyer is entitled to resell the delivered goods in the ordinary course of business. The buyer hereby assigns to us all claims against third parties arising from such resale, up to the amount of our invoice or the value of the delivered goods subject to retention of title. We accept this assignment. Following the assignment, the buyer is authorized to collect the receivables. We reserve the right to collect the receivables ourselves if the buyer fails to meet their payment obligations and is in default of payment.

9.5 The processing and finishing of the delivered item is always carried out in our name and on our behalf. If processing is carried out with items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the item we delivered relative to the other processed items. The same applies if the delivered item is mixed with other items not belonging to us.

9.6 If the delivered item is attached to a property, the buyer assigns to us, as security, the claim that arises against a third party as a result of the attachment.

9.7 We undertake to release the securities to which we are entitled at the buyer's request, provided that their value exceeds the secured claims by more than 20%.

§10 Place of Performance

The place of performance for payments is Breitscheid , for our goods deliveries it is the place of dispatch.

§11 Data processing

The buyer agrees that we may process the data obtained in connection with the business relationship about the buyer in compliance with the Federal Data Protection Act for the fulfillment of our own business purposes, in particular to store it or transmit it to a credit protection organization, insofar as this is done within the scope of the purpose of the contract or is necessary to protect our legitimate interests and there is no reason to assume that the buyer's legitimate interest in excluding the processing, in particular the transmission, of this data outweighs our interests.

§12 Severability Clause

Amendments or additions to the contract or these General Terms and Conditions must be in writing to be effective. Should any provision of these General Terms and Conditions of Delivery and Payment be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

§13 Jurisdiction and applicable law

13.1 The contractual relationship between the buyer and us is governed exclusively by the laws of the Federal Republic of Germany, even if the buyer's residence or place of business is located abroad. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the German Act on the Conclusion of International Sales Contracts for Movable Goods is excluded.

13.2 The buyer is not entitled to assign claims arising from the purchase agreement without the seller's consent.

13.3 If the buyer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for both parties – including for actions on bills of exchange and checks – is Neuwied. However, we are also entitled to sue the buyer at their general place of jurisdiction.