

General Terms and Conditions of MediPac[®] GmbH

Eduard-Rhein-Strasse 1-3, 53639 Koenigswinter, Germany, registration court Siegburg, Germany, HRB 12253

§ 1. Validity

1. These Terms and Conditions of Sale shall apply exclusively. MediPac[®] shall not recognise any deviating or conflicting terms and conditions, unless MediPac[®] has expressly agreed to their validity in writing.
2. These Terms and Conditions of Sale shall also apply to all future transactions between the parties, as well as if MediPac[®] carries out the delivery of the goods in the knowledge of deviating or conflicting terms and conditions.
3. These General Terms and Conditions of Sale shall only apply to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 I BGB (German Civil Code).

§ 2. Offer and conclusion of contract

1. Insofar as the order constitutes an offer within the meaning of § 145 BGB, we are entitled to accept this within a period of two weeks.
2. In the absence of special agreements, a contract is concluded with the written order confirmation from us. Electronically generated order confirmations, offers and invoices are sent by e-mail and do not have to be signed.

§ 3. Provided Documents

1. We reserve ownership rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations and drawings. These documents may only be made accessible to third parties with our express written consent.
2. If we do not accept the customer's offer within the period specified in § 2, these documents must be returned to us at our express request.

§ 4. Prices and Payment

1. Our prices are ex works 53639 Königswinter (Germany) plus the respective statutory value added tax and exclusive of costs for packaging, import taxes, other taxes and customs duties as well as costs for loading, transport and insurance, unless expressly agreed otherwise.
2. The purchase price is due for payment within 10 days of invoicing. After the due date, default interest of 9 percentage points above the respective base interest rate p.a. shall be charged. We reserve the right to claim further damages caused by default. The customer shall be entitled to prove that we have incurred no or significantly less damage as a result of the default in payment. 3.
3. Any deduction of a discount requires a prior special written agreement.
4. Bills of exchange and cheques shall not be accepted as payment.

5. A minimum order value of € 150.00 applies. If the order value is less than € 150.00, the difference to the amount of € 150.00 will be charged as a minimum quantity surcharge.
6. Accepted payment methods include bank transfer, electronic payment systems and other payment methods specified in the order confirmation.

§ 5. Set-Off and Retention

1. The customer shall only be entitled to set-off insofar as his counterclaims are undisputed or have been recognised by declaratory judgement.
2. The customer shall only be entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

§ 6. Delivery

1. Delivery is subject to the timely and proper fulfilment of the customer's obligations. The defence of non-performance of the contract remains reserved.
2. In the event of default of acceptance or other culpable breach of obligations to co-operate on the part of the customer, the customer shall be obliged to compensate us for the resulting damage, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of default of acceptance or other breach of duties to co-operate.
3. We are entitled to make reasonable partial deliveries and to invoice these separately.
4. Delivery deadlines are set out in the contract between the parties. Compliance with these deadlines is subject to all technical and commercial issues having been clarified and all obligations of the customer having been fulfilled. Otherwise the delivery periods shall be extended accordingly. Lieferfristen stehen unter dem Vorbehalt richtiger und rechtzeitiger Selbstbelieferung. Wird die Ware nicht innerhalb von 14 Tagen nach Versandmeldung abgerufen, gilt sie als geliefert.
5. Extraordinary events such as labour disputes, official measures, traffic disruptions or force majeure shall release us from the obligation to deliver for the duration of their effects.
6. Claims for damages are excluded in the event of delay in delivery or impossibility of delivery for which we are responsible, unless they are based on intent or gross negligence.

§ 7. Transfer of Risk and Shipment

1. Unless otherwise agreed, delivery shall be ex works, 53639 Königswinter (Germany). Loading and transport shall be at the expense and risk of the customer.
2. If delivery terms other than 'ex works' are agreed, the Incoterms 2020 shall apply to exports.
3. At the customer's request, we can take over transport insurance and selection of the transport route on behalf of the customer. The costs for this shall be borne by the customer.

§ 8. Retention of Title

1. The goods shall remain our property until payment has been received in full. In the event of breach of contract by the customer, including default of payment, we shall be entitled to take back the goods.
2. The customer must treat the goods with care and insure them appropriately.

3. In the event of access by third parties to the goods subject to retention of title, the customer is obliged to notify us immediately in writing.
4. The customer is entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, he hereby assigns to us all claims arising from such a resale, regardless of whether this takes place before or after any processing of the goods delivered under retention of title. Irrespective of our right to collect the claim ourselves, the customer shall remain authorised to collect the claim even after the assignment. In this context, we undertake not to collect the claim as long as and insofar as the customer fulfils his payment obligations, no application for the opening of insolvency or similar proceedings has been filed and there is no suspension of payments.
5. Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, we are obliged to release the securities at our discretion at the request of the customer.

§ 9. Warranty

1. The prerequisite for any warranty rights of the customer is the proper fulfilment of all inspection and complaint obligations owed according to § 377 HGB.
2. Warranty claims can be asserted within 12 months of the transfer of risk.
3. In the event of defects, the customer shall be entitled to subsequent fulfilment by rectification of the defect or delivery of a defect-free item. If the subsequent fulfilment fails, the customer is entitled to reduce the purchase price or to withdraw from the contract.

§ 10. Liability

1. In the event of wilful intent or gross negligence on our part or on the part of our representatives or vicarious agents, we shall be liable in accordance with the statutory provisions; likewise in the event of culpable breach of material contractual obligations. Insofar as there is no wilful breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.
2. Liability for culpable injury to life, limb or health and liability under the Product Liability Act shall remain unaffected.
3. Our liability is otherwise excluded.

§ 11. Applicable Law and Place of Jurisdiction

1. This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of fulfilment and jurisdiction is our registered office, unless otherwise stated in the order confirmation.
3. All agreements between the parties must be made in text form (e.g. by e-mail). This also applies to amendments and supplements.
4. Should individual provisions of this contract be invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to agree on a provision that comes closest to the economic purpose of the invalid provision.