



General Terms and Conditions of Sengewald Klinikprodukte GmbH

1. General - Scope of Business

1.1 These General Terms and Conditions are an integral part of all our offers and contracts in commercial and/or corporate business, also during current and future business relationships. No further reference to these General Terms and Conditions needs to be made in future orders.

1.2 We hereby explicitly reject conflicting General Terms and Conditions of business. Such terms shall only apply provided we have agreed in writing.

2. Offers

2.1. Our offers are not binding unless otherwise stated in the order confirmation. Technical changes and changes in shape, colour and/or weight are permitted within reasonable limits.

2.2 We reserve the right to accept orders within 14 days. Acceptance can either be confirmed in writing or by delivering the goods to the customer. Acceptance of down payments is generally not considered a contract.

3. Order confirmation

3.1 Size and scope of delivery is subject to our written order confirmation.

3.2. We reserve the right to either accept or reject subsequent alterations of customer orders. Insofar as we accept subsequent alterations, the orders shall be invoiced including the costs that arose from the modification.

3.3 The subsequent reduction of an order requires our approval. We are entitled to recalculate the originally agreed price based on the reduced quantity and to invoice the extra charge plus the costs of the change.

4. Prices - Terms of Payment - Delay

4.1 Value added tax is not included in our prices, it is shown on the invoice at the statutory rate on the day of invoicing.

4.2 The invoice amount is due without deduction within 30 days of the invoice date.

4.3 Our invoices are deemed to be accepted if no objection is made in writing within 30 days of the invoice date.

4.4 In the event of the unforeseeable and sudden events mentioned under art. 6, which have a significant impact on global supply chains and/or can lead to supply shortages, the supplier is entitled to adjust prices in the required amount without observing agreed or customary notice periods, so that he can meet his contractual delivery obligations.

4.5 Default interest in the amount of the statutory default interest shall be charged. We reserve the right to claim further losses.

4.6 In the event of a delay in payment, we are entitled to execute further deliveries only against prepayment and to immediately call in all outstanding or deferred invoice amounts.

4.7 Offsetting by the customer is excluded.

4.8 In the event of justified doubts as to the full solvency of the customer, we are entitled, at our own discretion, to either request payment in advance or to make the delivery only against cash on delivery. As long as the customer has not made an advance payment, we will not be in default of delivery.

5. Lead times

5.1 The lead times in our offers are non-binding. Insofar as a delivery period has been agreed among the parties, the lead time for this shall be stated in the order confirmation. The lead time begins after place, time, content and scope of the delivery, as well as price and payment terms have been agreed between the parties, and all of the necessary documentation and/or releases have been received from the customer. In the case of successive deliveries, the delivery period begins on the day when the call order is placed. If the customer is obliged to make advance payments, the delivery time begins to run upon receipt of payment. The delivery periods are deemed to have been met if the goods have left our factory or the buyer has been informed that the goods are ready for dispatch.

5.2 We are not responsible for exceeding lead times, if this is due to delays caused by the customer's demand to make changes to an order.

5.3 Our lead times are subject to punctual receipt of supplies. We do not accept any procurement risk.



6. Acts of God - Force Majeure - Special right of cancellation

6.1 Unforeseeable extraordinary circumstances, in particular Acts of God (Force Majeure), pandemic impacts, war, mandatory measures, labour disputes, traffic disruptions, system malfunctions, machine damage, raw material shortages etc., of which we have informed the customer without undue delay, shall release us from our delivery obligation for their duration, plus a reasonable start-up period, without being obliged to pay damages or other compensation to the customer, in particular on the basis of default, impossibility of performance or other disruption to performance, and shall entitle us to cancel the contract where we have not yet performed it. The above provision shall not apply to the extent we have caused such events by culpable conduct.

7. Delivery

7.1 The minimum value per order is € 1.000,- for domestic orders and € 2.500,- for export orders.

Delivery is free domicile/warehouse in Germany or ex works for export respectively.

7.2 Despatch is always at the customer's risk per normal freight regardless of whether or not we or the customer pays part or all of the freight costs.

7.3 The customer must raise any complaints on time regarding possible transport damage, in particular against freight forwarders, carriers and their insurance companies or other third parties.

7.4 Additional costs for express deliveries and/or parcel service are to be borne by the customer, both for the domestic and export market.

7.5 We are entitled to make partial deliveries at our own discretion.

7.6 All transport and other packaging in accordance with the provision of the packaging regulations will not be taken back. The purchaser is obliged to ensure disposal of the packaging at his own expense.

8. Guarantee

8.1 The customer must inspect the goods in accordance with § 388 HGB (German Commercial Code) immediately after receipt and, if necessary, give notice of defects.

8.2 Complaints regarding obvious defects must be reported to us in writing within 14 days of receipt of the goods, hidden defects no later than 14 days after discovery. Exceeding these exclusion periods will result in the loss of warranty claims due to these defects.

8.3 Slight deviations in colour, print positioning or minor deviations in the quality of the goods do not entitle the customer to a complaint.

8.4 Proportional waste of up to 2% concerning printed or specially packed goods do not entitle to a complaint.

8.5 The customer must keep the claimed goods ready for inspection or expert examination.

8.6 In the event of an effective complaint, we are entitled to replace the defective part of the goods with subsequent delivery of defect-free goods. In the event of the defect being remedied, we are obliged to bear the transport costs required for the purpose of remedying the defect, insofar such costs are not increased by having the defective goods taken to a place other than the place of fulfilment.

8.7 If we waive our right to make subsequent deliveries or if these fail, the customer has the right to request that the contract be cancelled or the purchase price reduced.

8.8 We are not responsible for material defects in the goods, which we obtain from third parties and pass on to the customer unchanged or without alteration of their properties; our responsibility in the event of intent or gross negligence remains unaffected. Insofar as we ourselves have warranty claims against the third party due to material defects, we assign these to the customer at the customer's request.

8.9 Except in circumstances in which we are liable on the basis of intent, a warranty period of one year shall apply.

9. Liability

9.1 The customer is obliged to check himself whether the products are suitable for the intended use. We accept no liability for the intended use of the goods, unless we have expressly confirmed it in writing. Any liability on our part is excluded if the customer uses the products for purposes other than those intended or outside of their intended use.



9.2 We have unlimited liability for claims by the customer arising from product liability and injury to life, body or health attributable to us. The same applies to other damage that the customer has suffered as a result of a breach of duty that we committed wilfully or through gross negligence.

9.3 We are liable according to the statutory provisions for foreseeable damage that arose as a result of a major breach of contract committed by us. An essential contractual obligation in the aforementioned sense is one whose fulfilment enables the proper execution of the contract in the first place and on the observance of which the contractual partner can regularly rely.

9.4 An exclusion or limitation of our liability also applies to our representatives or vicarious agents.

9.5 Unless otherwise agreed above, our liability is excluded.

9.6 Assurances and guarantees are only effective, if we expressly grant them in writing.

9.7 None of the above clauses are intended to change the legal or judicial distribution of the burden of proof.

10. Risk - Title

10.1 The delivered goods (reserved goods) remain our property until all claims from an ongoing business relationship have been paid in full. Pledging or transferring the reserved goods as security is not permitted.

10.2 The customer is obliged to refer to our property in the event of third-party access to the goods, for example in the event of a seizure, and to inform us immediately. In the event of a breach of this obligation or other behaviour contrary to the contract, in particular in the event of a delay in payment, we are entitled to withdraw from the contract and to demand the return of the goods.

10.3 The customer is entitled to process and sell the reserved goods in the course of its normal business. As a precaution, he assigns all claims to us until the conclusion of the purchase contract up to the repayment of all our claims that arise from the resale against a third party. We accept the assignment. The customer remains authorized to collect the receivable even after the assignment. We reserve the right to collect the claim ourselves as soon as the customer fails to meet his payment obligations properly and is in default.

11. Data processing

11.1 We shall be entitled to process data relating to the customer as specified in the respective applicable data protection regulations (GDPR), in particular without limitation in the EU General Data Protection Regulation and/or in the Bundesdatenschutzgesetz (Federal Data Protection Act), as amended from time to time. The according data privacy statement is available on the internet at www.stsmedicalgroup.com and/or will be forwarded by email upon request.

12. Place of jurisdiction - Governing law

12.1 Only the laws of the Federal Republic of Germany are applicable. The application of UN Sales Law is hereby excluded.

12.2 The place of performance for deliveries and payments shall be 83101 Rohrdorf-Thansau in Germany.

12.3 The competent court at 83101 Rohrdorf shall have exclusive jurisdiction over all disputes arising directly or indirectly out of the contractual relationship. We are entitled to sue the customer at his legal domicile.

12.4 We are authorized to sue our claims at the district court regardless of the amount in dispute.

13. Severability clause

13.1 Should one of the above contractual conditions be wholly or partially void or not feasible for any legal or factual reason, this does not affect the validity of all other conditions. Instead of the void or unenforceable clause, the contracting parties will then agree a regulation that comes closest to their economic content according to the void or unenforceable clause.

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