

General Terms and conditions of MEDIKOPLAST International GmbH

1. All agreements and offers are based on our General Terms and Conditions; they are considered to be accepted by placement of order or reception of delivery. They are applicable for future business relations as well, even if they were not agreed upon explicitly once more. Deviations from our General Terms need to be accepted by us explicitly in written form.

2. Our offers are to be considered non-binding. Orders are binding only by issue of our written confirmation or if fulfilled by delivery. Please observe the required minimum quantities. In case the ordered quantities differ from the sales / packing unit (PU) we reserve the right to amend the ordered quantity. Minor quantities may be processed by a service agent.

3. Prices are based on our latest pricelist. The period allowed for net payment is 30 days from date of invoice, for payments received into our account within 10 days we grant 2 % discount. For direct debit transfer we grant 3 % discount. If the payment deadline is exceeded we are authorized to charge 8 % interest from the amount of invoice. Our claims shall not be off set and no right of retention applies - except in cases of undisputed or legally determined counter - claims.

4. We will undertake all efforts to deliver in a timely manner. Our delivery periods refer to the date of notification of readiness for the goods. In case of delayed delivery the Buyer may determine an extension period. This extension period shall be at least 4 weeks. After this extension period the buyer may withdraw from the contract. The withdrawal must be declared in written form immediately after expiry of the extension period. Our liability in case of delayed delivery is limited to the value of the goods in delay. Further claims are excluded. Interruptions of operations, strikes, lockouts, raw material-, power- or manpower shortages, late deliveries or delivery failures of our suppliers, injunctions of higher authorities as well as circumstances of force majeure exempt the affected party from obligations of delivery resp. reception for the duration of the interruption and to the extent of their effect.

5. All deliveries travel at the risk of the Buyer, even in case we carry the freight costs. Partial deliveries are permitted. Mode and route of dispatch will be selected by us. Express-, high- urgency-, airfreight- or airmail delivery performed on request of the Buyer , will be at the his own full expense. Direct

deliveries to Third Parties will be subject to a surcharge of € 5,00 . For returning of goods which

are not caused by Medicoplast a handling fee of € 30, 00 as well as a 15 % of the goods' net value will be charged after consultation. Special production items are excluded from return.

6. For special manufacturing we reserve the right of supplying plus / minus up to 20% of the ordered quantity. Creation of new articles and extensive documentation will be charged according to the costs incurred.

7.a) Complaints - in case of obvious defects - must be indicated within 7 days after receipt of goods in written form. Obvious defects which are visible upon receipt of goods need to be indicated at once to the forwarding agent or carrier. In the event of justified complaints we will supply replacement or perform improvement solely at our own choice.

b) In case we let the extension period pass without conducting replacement or repair of the damage the Buyer has the right of withdrawal.

c) In the event that the delivered goods will be sold according to the intended use or handed over to a Third Party on legal basis before complete payment, the Customer hereby assigns all claims resulting from the sale to us. In case of further processing, combination or mixing the transfer of claims will occur for full invoice value of our goods.

8. Claims including those towards our personnel arising from impossibility of performance, from positive breach of obligation, from default on completion of the contract and unlawful acts are excluded, unless they are based on (willful) intention, gross negligence or the breach of significant contractual obligations.

9. The delivery items shall remain the property of the Supplier until any and all claims of the Supplier arising from the business relationship with the Customer have been paid in full.

10. The place of execution and court of jurisdiction for all service obligations arising from this contractual relationship is the residence of Medicoplast.

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11. All deliveries and services rendered to fulfill this contract are subject to the proviso that the fulfillment is not prevented by any impediments arising out of

national or international foreign trade legislation, particularly export control regulations, embargos or any other sanctions. The contract party is obligated to supply all information and documents necessary to the export / transfer / import. Delays caused by export audits or approval procedures will render delivery times and deadlines invalid. In case mandatory permissions are not granted all relevant parts of the contract will be rendered void.

12a. The customer in Germany, Europe and abroad is obliged to announce every kind of incident or complaint coming from his working field (i.g. dealers, authorities, user, doctors, service team) to Medicoplast. The incident will be analyzed and assessed by our QM-Department and by the Safety Officer. He will decide how to proceed and inform the relevant authorities if necessary.

12b. In the event of a recall the Buyer is obligated to inform all end users of the recall who received these Medicoplast items, to take the defective items back or prove their destruction by supplying a protocol thereof.

13. External Audits will be charged according to efforts

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Residence: Illingen
Register: District court Saarbrücken
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Tax No. .: 030 114 01 464
Court of Jurisdiction: Saarbrücken August 2017