

GTC

General Terms and Conditions of Delivery and Payment (GTC) of Medizintechnik Höller GmbH, hereinafter referred to as Medtec for short

1. validity of the GTC

These terms and conditions of delivery and payment are an integral part of all contracts for the delivery of goods and services by Medtec with entrepreneurs. Deviations, collateral agreements and verbal agreements, including with representatives and agents, require written confirmation from Medtec to be effective.

2. offers

Offers and prices are subject to change until written order confirmation by Medtec.

3. prices

The prices are net prices plus the respective statutory value added tax.

4. delivery period

Delivery times are non-binding. Medtec is entitled to subsequently change the agreed delivery date, in particular in the event of difficulties in procuring materials due to force majeure, strikes, failure of means of transport, official orders, staff shortages, as well as imponderables that occur at upstream or subcontractors or similar. Compensation for damages and cancellation due to delay in delivery on the part of the customer are generally excluded. Missed or refused acceptance or collection of the delivery has no suspensive effect on payment. Deliveries of follow-up orders may be made dependent on the full payment of previous deliveries, irrespective of the due dates agreed in the individual orders.

5 Payment

If no terms of payment have been agreed in writing, all agreed prices are net, cash within 10 days. If other terms of payment have been agreed in writing, subsequent changes are reserved if the otherwise agreed terms of payment unduly impair Medtec's legitimate economic interests. In this case, Medtec is entitled to withdraw from the contract. Payments are only deemed to have been made when Medtec can dispose of the amount without restriction. In the event of late payment, the statutory interest rate shall be charged among entrepreneurs from the due date regardless of fault. If the payment term is exceeded, Medtec reserves the right to cancel any discounts granted in whole or in part. The withholding of payments or offsetting by the purchaser, in each case in whole or in part, is excluded unless the counterclaims are recognised by Medtec or have been legally established.

6 Warranty and guarantee

The warranty is excluded. Irrespective of this, Medtec will endeavour to remedy documented and reproducible errors itself or by a company commissioned by Medtec within a reasonable period of time. Any claims of the purchaser deviating from this due to the rectifications carried out by Medtec are excluded. The purchaser is obliged to enable the attempts at rectification, to cooperate proactively and to provide support services. No guarantee is given. Express reference is made to the wear and tear of wearing parts, in particular biotrodes and cables. Any claims shall lapse if the installation and operating instructions of Medtec are not observed or in the event of improper handling of the devices or parts thereof, or if the goods are not used in accordance with their intended purpose. In the event of manipulation or repair attempts by the purchaser or third parties, all claims shall lapse. Medtec assumes no responsibility that the delivery item is suitable for the intended purpose of the customer.

7. return

Medtec is not obliged to take back delivered goods. Returns can only be made with express written authorisation.

8. retention of title The

ownership of the object of sale is reserved

until receipt of all payments for the object of sale. In the event of breach of contract by the customer, in particular in the event of default in payment, Medtec is entitled to withdraw from the purchase contract and to take back the object of sale. This in amendment of § 918 ABGB without setting a grace period. A sale of the object of sale before settlement of all outstanding payments is expressly prohibited. The taking back by Medtec does not constitute a cancellation of the contract, unless this has been expressly declared in writing. Medtec is authorised to use the object of sale without restriction after taking it back. The sales proceeds shall be credited against the purchaser's liabilities, less reasonable realisation costs. In the event of seizure or other interventions by third parties, the purchaser must notify Medtec immediately and in writing.

9. exclusion of liability

Claims for damages against Medtec are limited (i) to personal injury, (ii) to intentional and, in the case of cardinal obligations, grossly negligent causation and (iii) to liability under mandatory liability laws (in particular product liability). This also applies to vicarious agents and other employees of Medtec.

10. place of fulfilment

For all deliveries and services as well as for all disputes arising from transactions with Medtec or these GTC or in (other) connection with these GTC, the competent court in Vienna is agreed as the exclusively competent court for both parties. These GTC and the contracts to be concluded under these GTC are subject exclusively to Austrian substantive law, whereby both the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods are excluded.