

General Terms and Conditions of Business

UFSK International OSYS GmbH

Stand: 18.08.2011

§ 1 Area of Application

1. The following General Terms and Conditions of Business (GTC) apply to all current and future business relations.
2. The following GTC exclusively apply to contracts with legal persons. Legal persons in this context are natural and juristic persons or private companies having legal capacity with whom we enter into business relationship and who act in terms of their commercial or self-employed occupational activity.
3. All performance and deliveries including all contracts shall be subject exclusively to the following GTC. We shall not accept terms and conditions of our contractors or purchasers, also if we do not explicitly disagree.

§ 2 Conclusion of Contract

1. Conditions and price lists are subject to confirmation and not binding. Our presentation of goods on the internet does not represent an offer but a non-binding invitation to the purchaser to order. Technique, form, color or weights are subject to changes within acceptability.
2. With sending an order for requested goods the purchaser declares his binding offer. We are entitled to accept his binding offer within two weeks after receipt. Confirmation of order has been made in writing.
3. Orders received on electronically way are subject to confirmation within three working days upon receipt.
4. Taking an order on the phone does not represent a binding acceptance. We are entitled to refuse acceptance of order – for example after examination of financial reliability of the purchaser.
5. Conclusion of contract is subject to orderly supply of our subcontractors. In case of non-availability or just partial availability of goods the purchaser will be informed without delay. The counterclaim will be refunded without delay.

§ 3 Reservation of Ownership

1. All delivered goods shall remain the property of UFSK-International OSYS GmbH until such time as all claims by UFSK-International OSYS GmbH arising out of the business relationship have been satisfied.
2. During reservation of ownership the purchaser is obliged to handle the goods carefully. In case there is service or inspection necessary the purchaser has to arrange those on his own costs.
3. The purchaser has to inform us about all third person access to the goods, for example in case of distress as well as possible damage or loss of goods. A change in ownership of the goods as well as the own change in address has to be announced without delay.
4. The purchaser has to replace all damage and costs that arise from violation against such obligations and from necessary investment to prevent access of any third person to the goods.
5. We are entitled to withdraw from contract and claim return of goods in case of violation of contract especially in case of default of payment or violation of obligations according to 2. and 3. of this paragraph.

6. The purchaser is entitled to sell the goods in the regular course of business. The purchaser assigns all outstanding debts in the amount of the invoice amount to UFSK International OSYS GmbH arising through sales to a third person. We accept this assignment. Following the assignment, the purchaser is entitled to collect outstanding debts. We reserve the right to collect outstanding debts ourselves in case the purchaser does not fulfil his obligation to pay and gets in default of payment.

§ 4 Payment

1. Prices in our quotations are valid for a maximum of three months and on the basis that any details quoted remain unchanged.
2. The purchase price is quoted ex works Regensburg excluding packing, freight and insurance unless any special agreement has been made. Value-Added-Tax will be added if applicable.
3. The purchaser may pay the purchase price by invoice.
4. In case of delivery outside the Federal Republic of Germany, goods have to be paid in advance or via irrevocable letter of credit with a bank authorised as a customs and tax guarantor in Germany.
5. The purchaser is obliged to pay the purchase price within ten days. After this period the purchaser is in default.
6. The purchaser has to pay interest of 8% above the prime rate on the purchase price in the default period. We reserve the right to substantiate and claim a higher damage caused by delay.
7. We will not accept the right for set off unless established as final and absolute or accepted by UFSK-International OSYS GmbH.
8. The right of retention can only be performed by the purchaser if his counter-claim is based on the same contractual relationship.

§ 5 Risk Assumption

1. The risk of accidental loss or accidental deterioration of the goods is automatically transferred to the purchaser at the time of hand-over to the shipping company, freight carrier or any person or establishment authorized for transportation.
2. If the purchaser has not gone through the acceptance procedure by the delivery date this will be considered as acceptance.
3. Incoterms, published by the International Chamber of Industry and Commerce Paris are applicable for foreign business transactions.

§ 6 Deliveries

1. Delivery will be carried out in accordance with FCA (INCOTERMS 2010) Kirchhoffstraße 1, 93055 Regensburg.
2. Agreed-to delivery dates are subject to written confirmation.
3. Delay in financial performance or other obligation to co-operate on the part of the purchaser entitles UFSK-International OSYS GmbH to adequate postponement of its deliveries.
4. Agreed-to delivery date is adhered to as soon as goods leave works or shipping advice is communicated.
5. Partial shipments are acceptable.
6. The purchaser clearly has to communicate exact delivery address. In case the building has several floors, the purchaser has to provide an elevator for the orderly transportation of goods.
7. If requirements of § 6 5. are not fulfilled, delivery shall be performed only on special request of the purchaser; otherwise, costs for a second delivery will be charged separately.
8. The purchaser assures that the goods can be transported safely in the building with rooms having no obstacles.

9. By accepting UFSK-International OSYS GmbH's offer and general terms and conditions of sale buyer agrees to meet the essential requirements of the relevant national regulatory framework and admission standards for medical devices.
10. With the delivery of any of our standard products, we include, free of charge in English and German, all corresponding assembly, operating and safety instructions as well as declarations of conformity. Documentation for customer specific special equipment will be provided in German. Documentation in other languages must be specifically ordered and confirmed.

§ 7 Warranty

1. UFSK-International OSYS GmbH reserves the right to have claims satisfied by either rectification or replacement.
2. In case rectification fails the purchaser has the choice to claim reduction of purchase price or withdrawal from contract as well as compensation for damage. The purchaser is not entitled to compensation for damage for minor claims. In case of compensation for damage, § 8 of GBT is applicable for limitation for liability.
3. The purchaser shall be under obligation to exam delivered goods for quality and quantity discrepancies no later than within one week after receipt and communicate any defects in writing; otherwise any warranty claim is excluded. Hidden defects have to be communicated within one week from discovering. To meet the deadline, timely mailing shall be sufficient. The purchaser shall carry full burden of proof for all conditions to assert claims, in particular for the defect itself, the time of discovering the defect and meeting the deadline of communicating the defect.
4. Warranty period of one year shall commence upon handover of the goods.
5. Warranty period of one year for used goods shall commence upon handover of the goods.
6. The warranty period of one year shall not be applicable in case of gross negligence as well as in the event of damage to life, body or health caused by UFSK-International OSYS GmbH. Our liability in accordance with the product liability law shall remain unaffected.
7. The purchaser shall receive no warranties of a legal nature. Manufacturers' warranties shall not be affected thereby.

§ 8 Limitation of liability

1. No liability shall be provided by UFSK-International OSYS GmbH or its vicarious agents for slightly negligent breach of duty of no major contractual obligations by whose breach conclusion of contract is not endangered.
2. The aforesaid limitation of liability does not apply to claims of the purchaser arising from product liability law or warranty. Furthermore, limitation of liability does not apply to damage to life, body or health caused by UFSK-International OSYS GmbH.

§ 9 Final Provisions

1. These GTC shall be subject to the law of the Federal Republic of Germany. The provisions of UN purchasing law shall not be applicable.
2. Provided the purchaser is a businessmen, a legal entity under public law or public law special assets the sole legal venue for all disputes arising directly or indirectly from the legal relationship is the place of business of UFSK-International OSYS GmbH. The same is applicable in case the purchaser does not have a place of general jurisdiction in the Federal Republic of Germany or the legal or habitual residence is unknown in the moment of filing of action.
3. Should a provision of these terms and conditions or a condition in the context of other agreements with the purchaser become invalid, this shall not impair the validity of all the remaining provisions or agreements. Provisions being in whole or in part legally invalid shall be replaced by provisions approaching the economical success of the invalid provisions.

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