

General Terms of Sale, Delivery and Payment

§1 General Information

1. These General Terms and Conditions of Sale, Delivery and Payment are an integral part of all offers and contracts for the delivery of products and services within the scope of the service for reuse and maintenance work by SUITX by Ottobock, Ottobock SE & Co. KGaA (hereinafter referred to as "SUITX"). They shall also apply to future contracts. The inclusion of any other terms is herewith expressly excluded. All agreements are binding only in writing.
2. Contractual terms and conditions of the Customer which deviate from the provisions of these General Terms and Conditions of Sale, Delivery and Payment shall only apply if their inclusion in the contract or purchase order is expressly accepted by SUITX with reference to the relevant provisions of the Terms and Conditions of Purchase or the Quality Assurance Agreement (Annex) from which they deviate.

§2 Conclusion and Subject of the Contract

By sending us their order, the Customer is asking us to conclude a contract with them for a delivery, a service for reuse or maintenance work (offer). We accept this offer upon conclusion of the contract by means of an order confirmation or execution of the work. A cost estimate will only be provided upon separate request.

§3 Prices

1. Our price lists that are valid at the time the order is placed shall apply. All prices are exclusive of VAT, freight and packaging costs.
2. If more than four months pass between the placing of the order and the commencement of fulfillment of the order, and in the meantime a new price list has become valid, then the new prices apply to the order. However, the Customer can withdraw from the contract by sending a written declaration to SUITX should the price for the service according to the new price list be more than 5% above the price according to the old price list. However, the Customer shall remain bound by the contract if SUITX informs the Customer in writing immediately after receipt of the notice of withdrawal that SUITX will execute the order at the price according to the old price list.

§4 Place of Performance and Passage of Risk

1. The place of performance for our services is our factories.
2. The risk of accidental loss or accidental impairment passes to the Customer with the notification of supply.
3. In the event of failure to comply with delivery dates and times, the Customer is entitled to assert rights only after a reasonable grace period (of at least 8 business days).
4. In the event of force majeure, labour disputes, regulatory measures and operational disturbances that occur through no one's fault, which last longer or are anticipated to last longer than one week, the time for delivery shall be extended to a reasonable time for the duration of the interference.
5. Claims for damages in the event of delay or impossibility of performance are limited to proven extra costs (substitute performance on the basis of three comparative offers). In cases of delay based on slight negligence, we are liable to the extent of 0.5% of the order value of the supply, calculated weekly, up to an amount of not more than 5% of the order value.
6. In the case of a provable significant deterioration in the assets, we are entitled to process further orders only against advance payment, to demand immediate payment of all outstanding invoices and to demand cash payment or security against return of any bills of exchange submitted as payment.
7. If the delivery item is rejected without cause or has not been accepted even after a reasonable notice period, we shall be entitled to withdraw from the contract or claim damages for non-performance in the amount of 20% of the order value. The assertion of a higher amount of damage compensation or proof of a lesser damage sum is thereby not excluded.

§5 Payment

1. Invoices are due for payment 30 days after the invoice date without deduction; payment settlements by cheque or bill of exchange are made on account of payment; the payer must bear the cost of any discount, bill of exchange charges and expenses. In cases where the payment period is exceeded, we shall calculate interest for the delay based on normal bank lending rates, but at least 8% above the base rate. Payments are to be made in euro or the equivalent value in the currency of the contract.
2. The offsetting of counterclaims or retention of invoiced amounts is only permitted for claims undisputed or accepted by us or for claims that have been determined to be legally binding.

§6 Acceptance, Warranty

1. Insofar as our services are subject to acceptance by law, they shall be deemed to have been accepted if the Customer does not lodge a complaint in writing within 10 days of receipt for recognisable defects in our services. If no complaint is made about a defect, the destruction of the components removed in exchange is also approved.
2. Deliveries must be inspected upon receipt and defects must be reported immediately.
3. In the event of defects in our performance, we shall remedy our performance immediately after receipt of the goods.
4. All warranty claims are subject to a statute of limitations period of 12 months insofar as we have not fraudulently withheld disclosure of the defect.
5. In the event of groundless notices of defect (whether due to the non-existence of a defect or because we are not liable), the Customer shall reimburse us the costs incurred thereby.

§7 Liability

1. Our instructions for use are to be made accessible to the user. The Customer indemnifies us against any claims arising from damages to third parties caused by violation of this duty.
2. The following are excluded: claims for damages by the Customer against us, our legal representatives, vicarious agents and employees, irrespective of their nature and legal basis, e.g. due to a breach of duty or tort. However, if we, our legal representatives or executive employees are guilty of intent or gross negligence, we shall be liable in accordance with the statutory provisions.
3. The aforementioned exclusion of liability does not apply in the case of foreseeable typical damages resulting from the

breach of essential contractual obligations. Claims under product liability law remain unaffected by the 'exclusion of liability'. The same applies to our liability for damages resulting from injury to life, limb or health.

§8 Reservation of Title

1. The parts used by us during performance of the work on devices or device components (reserved goods) remain our property until full payment of all claims arising from the business relationship (current account reservation).
2. In the event of late payment, we are entitled to take back the goods under reservation of title. To enforce this right, we are permitted to enter the premises of the Customer during normal business hours.
3. The Customer is entitled, in the ordinary course of business, to combine or deliver the reserved goods and hereby assigns to us the claims to which it is entitled for each individual order. If their value exceeds our claims by more than 20%, we shall release the excess amount upon request. The Customer remains entitled to collect the claim, whereby this right expires in the event of cessation of payments, insolvency or protest of a bill of exchange or cheque.

§9 Compliance

1. The Customer shall adhere to applicable law, in particular to the provisions for combatting money laundering and corruption, antitrust provisions and, where applicable, export control provisions and embargoes, including but not limited to financial sanctions as well as accounting regulations. The same applies to employees of the Customer and vicarious agents.
2. The Customer shall oblige all subcontractors and other third parties that it uses in connection with the Agreement to comply with applicable law, in particular provisions for combatting money laundering and corruption, antitrust provisions and, where applicable, export control provisions and embargoes, including but not limited to financial sanctions as well as accounting regulations, by agreeing on corresponding compliance provisions with them.
3. The Customer shall abide by applicable accounting standards and ensure that the documentation, records and proof required by law, such as, in particular, books of account, are regularly, reliably and accurately maintained.
4. The Customer affirms that, either directly or indirectly in connection with this Agreement,
 - 4.1 it has not offered, promised or granted a benefit for a public official, a public official at European level, a person entrusted with special public service functions or a third party for the discharge of an official duty;
 - 4.2 it will not offer, promise or grant a benefit to an employee or agent of a company for this or for a third party as consideration for such person unfairly giving preferential treatment to the Customer or another party when purchasing goods or services, or otherwise breach its duties vis-à-vis the company; or
 - 4.3 it has not offered, promised or granted a benefit for an employee of the Supplier or to an indirectly or directly affiliated company to influence this employee in an impermissible manner in connection with the subject matter of the Agreement ("Anti-corruption Obligation").
5. The Customer affirms and undertakes that it will inform the Supplier without delay if in connection with this Agreement
 - 5.1 the Customer internally ascertains a violation of the Anti-corruption Obligation;
 - 5.2 the Customer internally ascertains a violation of the legal anti-corruption, money laundering, antitrust and competition provisions that are applicable to it, and such violation is relevant for the performance of this Agreement; or
 - 5.3 investigations of the Customer or one of its employees, managers or owners are initiated by authorities due to a suspicion of criminal offences in connection with the commercial activity of the Customer.
6. If SUITX has reasonable grounds to assume that the Customer has violated its obligations under sections **Fehler! Verweisquelle konnte nicht gefunden werden.** to **Fehler! Verweisquelle konnte nicht gefunden werden.**, SUITX may present its doubts and demand clarification. In response to such a reasonable request, the Customer shall be obliged to provide all of the information necessary for clarification of the doubt. Such necessary information comprises in particular all documents and records of all services, payments, remunerations and expenses which arose in connection with this Agreement ("Necessary Information"). Such reasonable grounds exist in particular if
 - 6.1 official investigations have been initiated in connection with this Agreement; or
 - 6.2 it becomes public knowledge that the Customer is suspected of having committed a violation of the applicable legal anti-corruption, money laundering or competition provisions in connection with this Agreement.The Customer undertakes to preserve all Necessary Information.

§ 10 Termination of the contract in the event of compliance violations and in cases of suspicion

1. Notwithstanding the termination rights otherwise agreed, SUITX may terminate the order for cause with immediate effect, in particular if
 - 1.1 there is sufficient cause for suspicion that the Customer, one of its employees, managers or owners, or a third party which is attributable to it, in particular a subcontractor, has committed or participated in a criminal offence in connection with this Agreement with regard to the provisions on the prevention of corruption (sections 299, 331 et seq. German Criminal Code (StGB)), embezzlement or fraud (Verdachtskündigung), and
 - 1.2 taking into account all the circumstances of the particular case in question and weighing the interests of both parties, SUITX cannot reasonably be expected to continue the Agreement.

§ 11 Applicable Law, Place of Performance, Jurisdiction

1. This agreement is governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the German rules for International Private Law.
2. The place of performance shall be the place of business of SUITX or, at the discretion of SUITX, the place of business of the Customer.
3. Exclusive jurisdiction for all disputes shall lie with the court responsible for Duderstadt (Federal Republic of Germany).