

# GENERAL TERMS AND CONDITIONS (GTC)

of the company

**RZ Medizintechnik GmbH**

Last updated in April 2024



## Sec. 1

### Applicability of the General Terms and Conditions, contractual partners

1. For all business transactions with the purchaser, client or customer (hereinafter referred to as the Customer), the following General Terms and Conditions in the version valid at the time of the order shall apply exclusively. We do not recognise any differing terms and conditions of the Customer, even in the case of unconditional performance or acceptance of payment, insofar as we do not expressly agree to their validity in writing. This also applies to any general terms and conditions other than the General Terms and Conditions of Purchase of the Customer, including in particular, but not limited to, quality assurance agreements, supply contracts, consignment agreements and non-disclosure agreements.

2. These General Terms and Conditions only apply to business transactions with entrepreneurs within the meaning of Sec. 14 of the German Civil Code (BGB).

3. It is agreed in accordance with Sec. 312 i (2) sentence 2 BGB that the Customer waives the fulfilment of the information obligations in electronic business transactions pursuant to Sec. 312 i (1) Nos. 1 – 3 BGB.

## Sec. 2

### Advice

1. We will only advise the Customer upon express request. As our advice is product and performance-related, it extends exclusively to the products supplied and the services provided by us. It does not extend to non-contractual advice, i.e. statements made without products being sold or without services being provided by us.

2. Our consulting services are based on empirical values. Insofar as our advice extends to circumstances over which we have no influence with respect to its correctness, such as the composition of the raw material or the services of subcontractors, our advice is non-binding. The omission of statements does not constitute advice.

## Sec. 3

### Subject matter of the contract

The subject of the contract is the manufacture or provision and delivery of products and services that can be ordered.

## Sec. 4

### Conclusion of contract

1. Your order constitutes an offer to us to conclude a purchase contract or a contract for work and service.

2. The contract is only concluded upon our order confirmation. The dispatch of the ordered products or the provision of the ordered service shall also be considered an order confirmation.

3. We are not obliged to accept your order.

4. In the case of services in electronic business transactions, it is possible to retrieve the contractual provisions, including the General Terms and Conditions, upon conclusion of the contract and to save them in a reproducible form.

## Sec. 5

### Order

1. We do not check the data provided by the Customer in their order; the Customer bears sole responsibility for the correctness of the data provided.

2. The Customer is bound by their order.

**Sec. 6****No right of cancellation, no returns**

If the Customer orders and purchases the contractual item from us in the exercise of their commercial or independent professional activity, then they are an entrepreneur within the meaning of Sec. 14 BGB. Since we exclusively sell to commercial customers, the Customer has no right to cancel their order and no right to return the item.

**Sec. 7****EU standards**

The products of the company RZ Medizintechnik GmbH comply with the applicable EU standards.

**Sec. 8****No exchange, no order changes**

1. The deliveries and services agreed with us do not include the right to exchange these for other deliveries and services.
2. Any changes to the contractual item that are requested after conclusion of the contract shall require a separate contractual agreement, which we shall make dependent on the assumption of any additional costs incurred; as a rule, these costs shall not be less than 50% of the new price.
3. We reserve the right to make technical changes to the item delivered or service rendered insofar as this does not jeopardise the purpose of the contract.

**Sec. 9****Delivery, delivery period**

1. Unless otherwise agreed, delivery shall be made to the delivery address specified by the Customer.
2. Notwithstanding Sec. 271 BGB, our deliveries are made after production of the ordered goods in the ordinary course of business.
3. If a delivery or performance period has been agreed, then this shall commence with the dispatch of the order confirmation, but not before complete clarification of all details of the order and the proper fulfilment of all obligations to cooperate on the part of the Customer; the same shall apply accordingly to delivery or performance deadlines. In the event of mutually agreed changes to the item ordered, delivery or performance periods and delivery or performance deadlines shall be agreed anew. This shall also apply if the item ordered was renegotiated after conclusion of the contract without any changes being made to the item ordered.
4. Delivery or performance periods and delivery or performance deadlines apply, provided that there is defect-free and timely advance delivery and no unforeseeable production disruptions.
5. The delivery or performance deadline shall be deemed to have been met if the contractual item has left our factory by the time this deadline expires or if we have given notice of completion for pick-up.
6. We are entitled to provide the delivery or service agreed before the agreed time.
7. Partial deliveries or services are permissible and can be invoiced separately.

**Sec. 10****Delay in acceptance**

1. If the Customer does not accept the item ordered due to circumstances for which they are responsible, then we can demand compensation for our additional expenses incurred as a result. In particular, we are entitled to charge the Customer storage costs of 0.5 % for each month or part thereof, up to a maximum of 5 % of the net delivery or service price. The contracting parties are at liberty to prove higher or lower storage costs.
2. We are further authorised to determine a suitable storage location at the Customer's expense and risk and to insure the goods or services at the Customer's expense.
3. If we are entitled to demand compensation instead of performance, then we may, without prejudice to the option of claiming higher actual damages, demand 15% of our price as compensation, insofar as the Customer proves that no damage has occurred at all or that the damage is significantly lower than the standard amount.

**Sec. 11****Prices, postage and shipping costs**

1. The prices in the current price lists and the prices from current offers issued to individual customers apply.
2. For purchases via the RZ-Medizintechnik forceps configurator, the prices indicated during the respective ordering process apply.
3. All prices are subject to value added tax at the applicable statutory rate plus additional costs such as

packaging, freight and shipping costs, customs, assembly, insurance and bank charges. Any VAT incurred will be invoiced and shown separately; the Customer will be informed of shipping and additional costs in writing on request. For purchases via the RZ-Medizintechnik GmbH forceps configurator, the final price is displayed on the "Query/Payment" page.

4. For orders shipped outside of Germany, import taxes, customs duties and charges may be levied by the country of destination. Import duties and taxes shall be levied by the respective import customs office and shall be borne by the Customer. These charges are based on the import regulations of the recipient country. The Customer can obtain more detailed information from the responsible customs office.
5. We shall only insure the goods to be dispatched if the Customer requests this and at their expense.

**Sec. 12****Payment, payment options, late payment**

1. The Customer can pay the purchase price or the remuneration agreed for the service using the payment options agreed specifically for the Customer.
2. Invoices are due for payment within the payment period stated on the invoice. Discounts and rebates are not granted.
3. The Customer undertakes to pay the agreed price. In the event of late payment, including instalments, we shall be entitled to charge interest on arrears at a rate of 9 percentage points per year above the respective base interest rate. In addition, we are entitled to withhold further services until all invoices due have been settled. We reserve the right to provide evidence of higher damages.
4. Differing payment arrangements require a separate written agreement. Unless otherwise agreed, payment agreements do not in any way affect an existing or incipient delay in payment and the accrual of default interest, but only constitute a postponement of the enforcement of rights.
5. By placing the order, the Customer confirms their ability to pay and their creditworthiness. In the event of justified doubts as to the solvency or creditworthiness of the Customer, we shall be entitled to demand advance payment or appropriate security for the payment to be made by the Customer. If the Customer is not prepared to make advance payment or to provide security, then RZ Medizintechnik GmbH is entitled to withdraw from these contracts after a reasonable period of grace and to demand compensation for non-fulfilment.
6. The Customer shall only be entitled to offset against our claims if the counterclaim is undisputed or has been legally established. The assignment of claims against us requires our consent.
7. The Customer shall only have a right of retention if the counterclaim is based on the same contractual relationship and has been recognised or legally established or if we have significantly breached our obligations arising from the same contractual relationship despite a written warning and have not offered adequate security.
8. If a service provided by us is indisputably deficient, then the Customer shall only be entitled to withhold payment insofar as the amount withheld is in reasonable proportion to the defects and the costs anticipated to remedy the defects.

**Sec. 13****Place of fulfilment, transfer of risk, packaging**

1. The place of fulfilment is our registered office. This shall also apply if we arrange for dispatch to the Customer with or without assuming the costs. Unless a different delivery address has been specified in writing, we will arrange for the contractual item to be dispatched to the business address specified in the order.
2. Unless otherwise agreed, the risk of destruction, loss or damage to the subject matter of the contract shall pass to the Customer when the goods are handed over to the carrier commissioned for despatch.
3. Unless otherwise agreed, we shall determine the type and scope of packaging. Disposable packaging shall be disposed of by the Customer.
4. In the event of damage or loss of the goods during transport, an inventory should be taken immediately, and we should be notified. Claims arising from any transport damage must be asserted by the Customer to the carrier without delay.

**Sec. 14****Obligation to inspect and give notice of defects, acceptance procedure**

1. The Customer is responsible for inspecting the goods immediately upon receipt in accordance with Sec. 377 of the German Commercial Code (HGB) or comparable foreign national or international regulations and for notifying us in writing of any defects and damage detected in this process, as well as at a later time, as soon as they are discovered. Otherwise the goods shall be deemed to have been approved as defect-free. The provisions of Sec. 377 HGB shall apply accordingly to services and work. Notification of defects must be made in writing. The Customer shall immediately provide us with one or more parts from the affected delivery.
2. The use of defective deliveries or services is not permitted. If a defect could not be discovered upon receipt of the goods or provision of the service, then any further use of the item delivered, or service

rendered must be discontinued as soon as a defect is discovered.

3. The Customer must return to us the rejected order items in a cleaned and sterilised or autoclaved condition. Unless otherwise agreed, returns must be made with carriage paid. Returns must be registered in advance using the return form: <https://1z-medizintechnik.com/en/service/returns/>.
4. The Customer shall grant us the time required to examine the defect reported. In the event of unjustified complaints, we reserve the right to charge the Customer for the inspection costs incurred.
5. The notification of defects shall not release the Customer from their payment obligations.

## Sec. 15

### Rights in the case of defect

1. If there is a defect in the contractual item, then we shall be entitled, at our choice, to remedy the defect, deliver a replacement or issue a credit note within a reasonable period of time.
2. In the case of third-party products, even if they have been installed or otherwise used in our products, we are entitled to initially limit our liability to the assignment of the warranty claims to which we are entitled against the supplier of the third-party products, unless satisfaction from the assigned right is unsuccessful or the assigned claim cannot be enforced for other reasons. In this case, the Customer shall again be entitled to the rights under the preceding sub-section 1.
3. Claims of the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase due to the goods being subsequently moved to a location other than the Customer's branch office, unless the relocation of the goods corresponds to its intended use.
4. Replacement performance and repairs are subject to the same warranty conditions as for the item originally delivered.
5. In case of doubt, our statements in connection with this contract, e.g. service descriptions, reference to DIN standards, etc., do not constitute a provision of guarantee. In this respect, only our express written declarations regarding the provision of a guarantee shall be decisive. Information in product descriptions and product specifications does not constitute a guarantee for the quality of the item or a guarantee that the item will retain a certain quality for a certain period of time. This is without prejudice to any interpretation for determining the target quality of the contractual target quality.
6. In the context of repairs carried out by us without legal obligation, e.g. as a gesture of goodwill, the Customer shall only be entitled to claims for defects if this has been expressly agreed.

## Sec. 16

### Defects of title, property rights

1. Orders based on drawings, sketches or other information provided to us shall be carried out at the Customer's risk. If we infringe third-party property rights as a result of the fulfilment of such orders, then the Customer shall indemnify us against claims by these right-holders. Further damages shall be borne by the Customer.
2. Our liability for any infringements of trademark rights in connection with the use of the items delivered or services rendered or with the combination or use of the items delivered or services rendered with other products is excluded.
3. In the event of defects of title, we shall be entitled to choose: - to procure the necessary licences in respect of the infringed trademark rights - or to remedy the defects in the items delivered or the services rendered by providing an item or service modified insofar as that is reasonable for the Customer.
4. Our liability for the infringement of third-party property rights shall only extend to those property rights that are registered and published in Germany.
5. We reserve all property rights and copyrights to all illustrations, drawings, calculations and other (technical) documents provided by us. Any disclosure or dissemination to third parties requires our written consent. If the order is not placed, then all documents must be returned immediately upon request. The Customer's documents may be made accessible to third parties that we have commissioned with the manufacture, delivery or service.

## Sec. 17

### Liability

1. In the event of simple negligence, we shall only be liable in the event of a breach of any essential contractual obligation. We shall also be liable for gross negligence in the event of a breach of any non-essential contractual obligations. Liability in the aforementioned cases is limited to the foreseeable damage typical for the contract.
2. In the case of warranted characteristics, our liability is limited to the scope and amount of our product liability insurance and recall cost insurance. The scope of our product liability insurance cover corresponds to the non-binding recommendations for product liability insurance issued by the German Insurance Association (GDV). The amount of cover for product liability insurance for the insured events covered by the insurance contract is EUR 2 million per claim and EUR 4 million per insurance year. The amount of cover for recall cost insurance is EUR 500,000 per insurance year.

3. Claims for damages due to wilful breach of contractual obligations by us, claims for personal injury and claims arising from the German Product Liability Act (ProdHaftG) are subject to the statutory provisions. In this respect, the above limitation of liability in sub section 3 does not apply.
4. We shall be liable for any tortious claims in accordance with the contractual liability; any restrictive liability agreements from the contract shall also apply to the Customer.
5. Any further liability for damages other than in accordance with the above provisions is excluded.
6. The Customer shall only have a right of recourse against insofar as they have not reached an agreement with their purchaser that goes beyond the statutory claims for defects and damages.
7. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives, vicarious agents and assistants.
8. Insofar as liability is excluded or limited in accordance with the foregoing provision, the Customer shall also be obliged to indemnify us against any third-party claims. Furthermore, the Customer shall indemnify us against any claims by third parties for damage caused by the Customer in the use or relabelling of our products for a purpose other than that for which they were intended or where medical malpractice cannot be demonstrably excluded as the cause.
9. The Customer is obliged to inform us immediately in writing of any claims asserted by third parties and let us take care of all defence measures and settlement negotiations.
10. The Customer shall endeavour to agree a waiver of recourse in our favour with its product liability insurer with regard to Sec. 86 German Insurance Contracts Act (VVG) and Clause 7.3 General Terms and Conditions of Liability Insurance (AHB).

## Sec. 18

### Statute of limitations

1. The limitation period for claims and rights due to defects in our products and services and the resulting damages is 1 year. The start of the limitation period is based on the statutory provisions.
2. Furthermore, the limitation period according to the preceding sub section 1, sentence 1 shall not apply: in the case of intent, if we have fraudulently concealed the defect or have assumed a guarantee of quality, in the case of claims for damages due to personal injury or injury to the liberty of a person, in the case of claims arising from the ProdHaftG and in the case of a grossly negligent breach of obligation.
3. Subsequent fulfilment measures, i.e. the delivery of a defect-free item or the rectification of defects, do not restart the limitation period, but only suspend the limitation period applicable to the original delivered item for the duration of the subsequent fulfilment measure carried out. In case of doubt, the performance of subsequent fulfilment by us does not constitute an acknowledgement within the meaning of Sec. 212 No. 1 BGB.
4. The above provisions do not constitute a change in the burden of proof to the detriment of the Customer.
5. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, suspension of expiry, suspension and recommencement of limitation periods shall remain unaffected.

## Sec. 19

### Repair and other services

1. The Customer shall be responsible for checking and guaranteeing the quality (e.g. material, dimensional accuracy, etc.) of material provided by the Customer for processing. The Customer shall deliver the material to be processed with carriage paid. We only carry out an incoming goods inspection of the material provided to us with regard to quantity, identity as well as a visual inspection for obvious transport damage. We are only obliged to check the conformity of the material with the specification provided by the Customer, insofar as there are obvious reasons for this. We are not obliged to carry out any further inspections. An inspection may be expressly agreed, and in this case the costs of the inspection shall be borne by the Customer.
2. In the event of damage, destruction or loss of the items provided to us, we shall only be liable for compensation insofar as we are responsible for the damage. If any parts can no longer be used due to any processing errors for which we are responsible, then we will carry out the same work free of charge on a new part that the Customer sends to us at our expense. We reserve the right to provide our own supply. Apart from this, our obligation to provide a replacement shall be limited to the procurement of a similar and equivalent item, whereby a new-for-old value deduction shall be made if the legal requirements are met. Normal wear and tear is excluded from liability.
3. If an acceptance inspection has been agreed, this must be carried out at our factory or warehouse within one week of the date of notification of our readiness for acceptance inspection. The Customer shall bear the costs of this acceptance inspection. If the Customer fails to carry out this acceptance inspection or our performance within this one-week period, then this shall be deemed to be equivalent to acceptance. Unless we have assumed a guarantee for the quality of the contractual item or have fraudulently concealed a defect, the rights of the Customer due to a defect are excluded after the agreed acceptance inspection has been carried out by the Customer, insofar as the Customer has not notified us of the defect that could have been detected during the agreed type of acceptance procedure, (i.e. they have not detected the defect due to negligence).
4. The Customer shall insure the items provided to us by taking out a policy that covers the items not

owned by the Customer.

5. Unless other arrangements are expressly made in the above sub sections 1 to 4 of this Sec. 19, the other provisions of these General Terms and Conditions shall apply in all other respects.

## Sec. 20

### Retention of title, lien

1. We reserve title to all contractual items until full settlement of all receivables to which we are entitled from the business relationship with the Customer.
2. If our property is processed, combined or mixed with third-party property, then we shall acquire ownership of the new item pursuant to Sec. 947 BGB.
3. If processing, combining or mixing takes place in such a way that the third-party performance is to be regarded as the main item, then we shall acquire ownership in the ratio of the value of our performance to the third-party performance at the time of processing, combining or mixing.
4. If we acquire ownership of an item through our performance, then we reserve ownership of this item until all existing receivables arising from the business relationship with the Customer have been settled.
5. The Customer is obliged to store the reserved goods carefully and, if necessary, to carry out maintenance and repair work in good time at their own expense. The Customer must insure the reserved goods against loss and damage at their own expense. Any security claims arising in the event of damage shall be assigned to us.
6. The Customer is entitled to resell the item which is (co-)owned by us in the ordinary course of business as long as they fulfil their obligations arising from the business relationship with us. In this case, the receivables arising from the sale shall be deemed assigned to us in the ratio of the value of our performance, secured by the retention of title, to the total value of the goods sold. The Customer remains authorised to collect this claim even after the assignment. Our authorisation to collect this claim ourselves remains unaffected.
7. The Customer's right to dispose of the goods subject to our retention of title and to collect the claims assigned to us shall expire insofar as they are no longer fulfilling their payment obligations and/or an application is made to open insolvency proceedings. In these aforementioned cases and in the event of other conduct of the Customer in breach of contract, we are entitled to take back the goods delivered subject to retention of title without issuing a reminder.
8. The Customer shall inform us immediately if there are any risks to our reserved property, in particular in the event of insolvency, inability to pay and enforcement measures. At our request, the Customer shall provide all necessary information about the inventory of the goods (co-)owned by us and about the claims assigned to us and shall inform their customers, in turn, of the assignment. The Customer shall support us in all measures necessary to protect our (co-)ownership and shall bear the resulting costs.
9. We are entitled to a lien on the Customer's goods that have come into our possession as a result of the contract for all claims arising from the contract. The lien can also be asserted for claims derived from earlier deliveries or services, insofar as these earlier deliveries or services are related to the item delivered, or the service rendered. The lien shall apply to other claims arising from the business relationship insofar as these are undisputed or have been legally established. Secs. 1204 et seq. BGB and Sec. 50 (1) German Insolvency Code (InsO) shall apply accordingly.
10. If the realisable value of the securities exceeds our claims by more than 15%, then we shall release securities of our choice at the request of the Customer.

## Sec. 21

### Confidentiality

1. The Customer undertakes to treat all aspects of the business relationship worthy of protection as confidential. In particular, they shall treat all non-public commercial and technical details that become known to them through the business relationship as business secrets. Information or aspects of the business relationship that were already publicly known at the time of disclosure as well as such information or aspects of the business relationship that were demonstrably already known to the contractual partner prior to disclosure by us shall not be subject to the obligation of confidentiality. The Customer shall ensure that its employees are also obliged to maintain confidentiality.
2. Reproduction of the documents provided to the Customer is only permitted within the scope of operational requirements and copyright regulations.
3. All documents may not be made accessible to third parties in whole or in part or used for purposes other than those for which they were provided to the Customer without our written consent.
4. The business relationship with us may only be disclosed, even in part, to third parties with our prior written consent; the Customer shall also oblige the third parties to maintain confidentiality by concluding a similar agreement.
5. The Customer may only advertise the business relationship with us with our prior written consent.
6. The Customer is obliged to maintain confidentiality even after the end of the business relationship.

## Sec. 22

### Place of jurisdiction, applicable law

1. The place of jurisdiction is, at our choice, our registered office (Germany) or the place of jurisdiction of the Customer.
2. For business relations with the Customer, the law of the Federal Republic of Germany shall apply exclusively.  
The CISG - UN Convention on "Contracts for the International Sale of Goods" shall not apply.
3. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid clause with another valid clause that comes as close as possible to the economic purpose and legal meaning of the original wording.



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