

## General Terms and Conditions for Users:

### 1. Validity of the Conditions

1.1 The deliveries, services and offers of the Seller will be made exclusively based on these terms and conditions. They shall also be applicable for all futures business relations even if they are not expressly agreed upon again.

1.2 For agreements involving and not involving foreign countries, the laws of the Federal Republic of Germany shall apply to these Terms and Conditions and the entire legal relationship between Seller and Buyer.

1.3 For agreements involving foreign countries, the legal venue for any and all disputes arising from agreements, deliveries and services shall be Munich. This shall not apply to agreements involving foreign countries in a member state of the European Union for which the regulations of EuGVVO (European Convention on Jurisdiction and the Enforcement of Judgements) are applicable if

- a) the conclusion of the agreement was preceded by an offer or an advertising campaign in the state where the user has his residence; and
- b) the consumer has carried out the legal actions in this state which are required for the conclusion of the contract.

States in which the EuGVVO is currently applicable are:

Austria, Belgium, Denmark, Finland France, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal, Spain, Sweden, United Kingdom.

### 2. Offer and Conclusion of Agreement

2.1 Data included in prospects, ads etc. are without obligation and not binding. This shall apply especially to data on the purchase price and the data for the costs of packaging and shipping.

2.2 The Seller is bound on offers which have been prepared especially for six months after the date of the offer.

2.3 The Buyer is bound for four weeks after the submittal of the order. Orders require a confirmation of the Seller in writing to be legally valid.

2.4 Additional agreements, modifications and supplements shall only be valid if Seller confirmed them in writing.

### 3. Prices and Price Changes

3.1 Prices are valid ex works, without packaging, without shipping and without insurance.

3.2 If a period of more than four months is between the conclusion of the agreement and the agreed delivery date, those prices of the Seller shall apply which are valid at the time of delivery or provision. If these prices mentioned last exceed the formerly agreed prices by more than 10 %, the Buyer is entitled to cancel the contract.

3.3 In case of contracts with an immediate delivery or a delivery within four months due to lack of agreement, or due to agreement within four months after the conclusion of the contract, the provision of number 3.2 shall apply if the delivery cannot be made within those four months for reasons which fall under the responsibility of the Buyer.

#### 4. Delivery and Service Time

4.1 Deadlines for deliveries, additional deliveries and rework are not binding.

4.2 If the Seller is responsible for delivery delay, the final deadline to be legally granted by Buyer shall amount to two weeks which shall start upon receipt of the final deadline by Seller.

4.3 Deliveries will be made only if the Seller may freely dispose of the purchase price, unless otherwise agreed upon in writing.

#### 5. Shipment

5.1 If the Buyer wishes the goods to be shipped to a place to be stipulated by him, the Seller shall take out a transport insurance for the shipment. The costs for this insurance and any further shipment costs shall be borne by the Buyer.

5.2 If the shipment is delayed at request of the Buyer or in case of payment in accordance with point 9.7 (=advance payment) due to late payment, the risk will be transferred to him upon notice of the readiness for shipment.

#### 6. Guarantee

6.1 The guarantee for newly produced goods shall be 24 months, for used goods 12 months and it will start at the date of shipment.

6.2 If the delivery item is defective, Buyer may request rework or replacement at his own option. If the Buyer's choice entails unreasonable costs for Seller, Seller may refuse this type of subsequent fulfilment. Then, Buyer is only entitled to the respective other type of fulfilment.

6.3 If the rework or the replacement shipment failed for the second time after a reasonable time or if it is otherwise impossible, Buyer shall be entitled to request a reduction of the purchase price or the cancellation of the agreement.

6.4 Seller shall be notified immediately and in no case later than within two weeks after the shipment in writing of any obvious defects.

6.5 After some time, smaller oxidation stains may occur in newly produced instruments due to technical conditions. Unfortunately, these stains cannot be avoided despite the best efforts during production and are thus no defect of quality. Within the period of guarantee of 6.1, Seller undertakes to apply a new layer of lacquer on the instrument if those oxidation stains exceed an area of about 1 cm<sup>2</sup>. The Seller shall only pay the transport costs to Seller and back to the Buyer. The Buyer shall inform the Seller in writing that he makes use of this guarantee

6.6 The defective goods shall be kept in the state in which they were at the time of determination of the defect and shall be provided to Seller or to a person authorized by him for inspection.

6.7 Any non-compliance with the obligations of point 6 shall result in the exclusion of any guarantee.

#### 7. Liability Limitation

7.1 Claims for damages due to a breach of obligations, due to negligence in contracting and due to a unlawful acts shall be excluded against the Seller as well as against his subcontractors and vicarious agents, unless in case of wilful or gross negligent behaviour. Injuries of life, body and health are excluded therefrom. Any liability shall be limited to the foreseeable damage upon conclusion of the agreement.

7.2 This limitation shall not apply to claims for damages from quality and durability guarantees.

## 8. Retention of Title

8.1 Seller will retain the title on the delivered items until all claims have been settled which the Seller may have now or in the future against the Buyer due to any legal cause (reserved goods). The Buyer must not dispose of the reserved goods as long as any claims of the Seller in the meaning of point 8.1 sentence 1 have not been fulfilled (i.e. especially: to not sell or give it away).

8.2 In case of seizure of the reserved goods by third parties - especially bailiffs and creditors, Buyer shall inform them of the ownership of the Seller and shall notify the Seller immediately.

8.3 In case of delay of payment of Buyer, the Seller shall have the right to cancel the agreement by granting a reasonable final deadline and to request the Buyer to hand out the reserved goods.

## 9. Payment

9.1 Unless otherwise agreed between the parties, representatives and other authorized persons of the Seller are not entitled to receive payments, except sums amounting up to EUR 125.- or any equivalent in a foreign currency.

9.2 In general, payments with liberating effect may only be made directly to Seller or on a bank account named by him.

9.3 Invoices of Seller shall be paid within 30 days after the invoice date.

9.4 The Seller retains the right to refuse cheques. The acceptance of cheques will in any case only be made for payment. Discounts and discount charges shall be borne by Buyer and will become payable immediately.

9.5 The Seller is authorized to set off payments by Buyer against his older debts despite any other provisions of the Buyer and will inform Buyer of the type of set-off which has been made.

9.6 If costs and interests have accrued already, Buyer is entitled to set the payment off against the costs and subsequently against the interests and against the main service.

9.7 Unless otherwise agreed upon between the parties, the payment shall be made before the delivery of the object of sale (advance payment). The payment shall only be deemed to be effective if the Seller can dispose of the payment. The Seller is entitled to delay the delivery up until the time he can dispose of the payment.

## 10. Setting-off

The Buyer is only entitled to set-off if the counter claim is undisputed or legally determined.

11. Safeguarding Clause

If one provision hereof is or becomes invalid in the respect to other agreements, this shall not affect the validity of the remaining provisions or agreements.

*This document is a translation of the german General Terms and Conditions.  
Only the German version is legally valid.*