

General Terms and Conditions of Business and Delivery

1. General

- a) Our services are exclusively based on the following terms and conditions of business and delivery. They also apply to all future transactions as far as they are of the same kind. No terms or conditions of the client („Client“) apply, even if we do not separately object to their validity. Thus, any deviating or contradictory conditions only apply if they have been accepted by us in writing.
- b) The present terms and conditions of business and delivery only apply if the Client is a company (§ 14 BGB (Civil Code)), a legal entity under public law or a special fund under public law.
- c) At the acceptance of the merchandise, at the latest, the Client accepts these terms and conditions of business and delivery.

2. Proposals, orders

- a) Our proposals are non-binding and without engagement. Any separately concluded individual agreements with the Client prevail over these General Terms and Conditions of Business and Delivery in any case. A written contract / our written confirmation is decisive for the content of such agreements.
- b) If it becomes apparent after contract conclusion (e. g. due to bankruptcy, application for the opening of insolvency proceedings) that our purchase price claim is jeopardized by a lack of capacity of the Client, we are entitled, according to the legal provisions, to refuse performance and – if applicable, after setting a deadline – to withdraw from the contract (§ 321 BGB). In case of contracts on the production of specific goods (custom-made products), we can immediately declare the withdrawal, the legal provisions on the dispensability of setting a deadline remain unaffected.

3. Prices

- a) As far as nothing else is agreed in the individual case, our prices respectively applicable at contract conclusion apply ex works, plus legal VAT, if applicable.
- b) Price changes are admissible if there are more than 4 months between contract conclusion and the agreed date of delivery / service. If the wages, material costs or the market purchase prices are increased afterwards until completion of the delivery / service, we are entitled to increase the price appropriately according to the cost increases.

4. Shipment and risk transfer

- a) Upon request and at the expense of the Client, the merchandise is sent to another destination (sales shipment); the transport is chosen at our discretion.
- b) With the handover of the object of delivery / service to the forwarder, carrier or collector, at the latest, however, at the departure from the factory, the risk is transferred to the Client (§ 447 BGB).
- c) Upon request of the Client and at his expense, the merchandise is insured against breakage, transport, fire and water damage.

5. Payment

- a) Our invoices are payable within 30 days from the invoice date and delivery date without any deductions if nothing else has been agreed. However, we are entitled any time, also within an ongoing business relationship, to condition any delivery upon prepayment. We declare a corresponding reservation, at the latest, at order confirmation. If a cash discount has been agreed in case of individual payment terms, it will only be granted if the payment is made on time (the date of our reception of the payment being decisive) and if there is no other due receivable.
- b) Invoices for repair represent wage labor and must therefore be paid net without payment period.
- c) In case of investment goods, special payment terms apply according to the order confirmation.
- d) If a payment deadline is exceeded, we are entitled to charge interests of 3% above the respective discount rate of Deutsche Bundesbank, at least, however, 10% per year without any particular reminder.
- e) Payments by bill of exchange or check are not accepted.
- f) The Client can only claim any rights of setoff, reduction or retention as far as his claim is legally confirmed or undisputed.
- g) If the Client enters into default with respect to a payment, all claims we have against him fall due immediately. In such cases, additionally, we are entitled to withdraw from individual or all deals not yet entirely completed.
- h) Any deviating payment terms only apply after their written confirmation.

6. Reservation of title

- a) We reserve the title to all delivered goods until all claims against the Client from the business relationship – including the claims arising in the future, also from any contracts concluded simultaneously or later – have been settled. This also applies if any individual or all claims have been included into a current invoice by us and the balance has been calculated and accepted (current account).
- b) The Client is entitled to process and sell our goods in his ordinary course of business. He is not entitled to dispose of the goods in a different manner, e. g. by pledge or security transfer. The Client must immediately inform us about all enforcement measures and other interventions on the goods concerning the Client's possession of the goods delivered by us subject to reservation of title, and he must help in any way with the intervention.
- c) If we exert our claim, the Client must grant us access to the reserved merchandise, separate the merchandise for us and, upon our request, return it to us. The Client stores our merchandise free of charge.

7. Delivery period

- a) Delivery periods can be bindingly agreed between us and the Client, this requires a written agreement. If a delivery period is bindingly agreed, it is appropriately extended in case of force majeure or other unavoidable events. As far as the execution of the order turns out to be impossible due to such events, we are additionally entitled to withdraw from the contract upon respective notice, without us owing any damages to the Client.
- b) The delivery period is deemed kept as far as the merchandise has left the factory / warehouse or if the readiness for dispatch of the merchandise has been indicated at dispatch.
- c) As long as the Client is in arrears with a liability, our delivery obligation is suspended.

- d) A delivery period starts as soon as an agreement on all order terms has been achieved and potential contract modalities have been clarified. Claims for the non-respect of a delivery period can only be asserted if a grace period of at least eight days has been set in writing and this grace period has also been exceeded. Operational disruptions – in which sphere and for which cause whatsoever – release from the respect of fixed agreed delivery periods. They entitle to a partial or full withdrawal. Damage claims are excluded.
- e) The announced foreseeable delivery period is appropriately extended in case of operational disruption, strike, lockout, non-delivery by suppliers and in all other cases on which we have no influence. After our announced foreseeable delivery period has been exceeded by more than 8 weeks, both parties are entitled to withdraw from the contract under exclusion of any rights to damage claims.
- f) Our disclaimer includes all potential damage claims of the Client for the impossibility of delivery due to negligence of the seller or coincidence.

8. Warranty and liability

- a) The Client must check the merchandise upon reception for completeness and its proper condition. Visible defects must be notified at the latest within 2 days from reception, § 377 HGB (Commercial Code), non-visible defects within the same period from detection. For the timely notification of defects, the dispatch of the respective written notice, which must be proven by the Client, is decisive.
- b) If the Client does not correctly check the goods and / or notify any defect, our liability for the defect not timely or not correctly notified is excluded according to the legal provisions.
- c) As for devices and systems, we are liable for production and material defects for one year, as far as the Client proves that defects subject to a complaint have not been caused by improper installation or use. Our liability shall be limited, at our choice, to the replacement of the defective object or the remuneration of the invoice value of the object not replaced.

9. Right to use the software

- a) As far as software programs are part of the scope of delivery or separately purchased, a simple, indefinite right to use them is granted to the Client, i. e. he may neither copy them nor allow others to use them. A multiple right of use requires a separate agreement. In case of a violation of these rights of use, the Client is liable for the damage thus caused at the full amount.

10. Data backup / data loss

- a) Before paromed GmbH & Co. KG's service technicians start their work on the Client's computer system, a data backup should have been saved. If this is not possible, paromed GmbH & Co. KG offers this service to the Client. The company paromed GmbH & Co. KG cannot be held liable for a data loss caused by works on the computer system. The costs of a potential data reconstruction must be borne by the Client.

11. Terms of service

- a) In principle, returns must be sent free of charge.

12. Other

- a) If the Client does not fulfill his obligations from the business relationship with us, we can refuse further deliveries and claim damages for non-fulfillment.
- b) Without our written approval, the Client cannot assign any rights from our business relationship to any third parties.
- c) The place of performance and exclusive place of jurisdiction for all claims from the ongoing business relationship is only our place of business, Rosenheim.
- d) The law of the Federal Republic of Germany applies. The provisions of the UN Sales law are excluded.
- If any individual provisions of the contract with the Client, including these General Terms and Conditions of Business and Delivery, are wholly or partially invalid, this does not affect the validity of the other conditions.

1st of January 2020

paromed GmbH & Co. KG, Neubeuern, Germany

„The English version has been professionally translated. In case of doubt, however, the German version applies.“