



## **General Terms and Conditions of Purchase**

of

H. + H. Maslanka Chirurgische Instrumente GmbH  
with its registered office in 78532 Tuttlingen, Germany

### **I. General, Scope of Application**

1. Our General Terms and Conditions of Purchase shall only apply to companies as well as to legal entities under public law and a special fund under public law. They do not apply to consumers. Individual agreements made with the contractual partner in individual cases shall in any case take precedence over these Terms and Conditions of Purchase. A written contract or our confirmation in text form shall be authoritative for the content of such agreements.
2. These General Terms and Conditions of Purchase shall apply exclusively to all agreements with our contractual partner concerning deliveries of goods, services and offers. This shall also apply to all future transactions with the contractual partner without special renewed reference. Conflicting, different or supplementary terms and conditions of business of the contractual partner not included in these General Terms and Conditions of Purchase shall not be recognised. The acceptance of deliveries or services, their payment or reference to a letter does not imply consent to the terms and conditions of the contractual partner.
3. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Purchase.

### **II. Conclusion and Content of the Contract, Reservation of Right of Amendment**

1. Our order shall be deemed binding at the earliest upon submission or confirmation in text form. The contractual partner is required to confirm our order within a period of 2 weeks or to execute it without reservation by dispatching the ordered goods (acceptance). A delayed acceptance shall be deemed a new offer and requires acceptance by us.



The contractual partner must inform us of obvious errors (e.g. spelling and calculation errors and incompleteness of the order including the order document) for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded.

2. We may, within the scope of reasonableness for the contractual partner, request changes to the delivery item. In this context, the effects, in particular with regard to the additional and reduced costs as well as the delivery dates, shall be settled by mutual agreement in an appropriate manner.
3. The drawings and other documents provided for the preparation of the offer shall form part of the contract and shall be returned to us with the offer. All enquiries and documents are to be regarded as business secrets and accordingly treated as strictly confidential.

### **III. Prices and Payment**

1. The price stated in our order is binding and always includes improvement and packaging costs. The statutory value added tax is included in the price if this is not shown separately. If, by way of exception, shipping and packaging costs are expressly assumed by us, the contractual partner shall ensure the most cost-effective shipment, unless we issue special instructions. The contractual partner shall take back packaging material at our request and at its own expense.
2. If no special agreement has been made, the prices are due for payment after complete receipt of the goods or services and after receipt of the invoice - at our discretion - within 14 days less 3% discount or after 30 days less 2% discount or after 60 days without deduction. Payment is effected in principle subject to invoice verification with the means of payment of our choice.
3. Our order number, article number and delivery quantity must be stated in all order confirmations, delivery documents and invoices. Should one or more of these details be missing and our processing be delayed as a result in the normal course of business, the payment deadlines specified in para. 2 shall be extended by the period of the delay.
4. We shall be entitled to rights of set-off and retention and the defence of non-performance of the contract to the extent provided by law.



#### **IV. Delivery Time and Delivery, Transfer of Risk**

1. The delivery time (delivery date or period) specified by us in the order or otherwise decisive according to these General Terms and Conditions of Purchase shall be binding.
2. The contractual partner is obliged to inform us immediately in text form, stating reasons, if circumstances occur or become apparent according to which the delivery time cannot be met.
3. Unless otherwise agreed, delivery shall be "free works" (DDP according to Incoterms 2020). The receipt of the goods by us shall be decisive for compliance with the delivery period. The risk of accidental loss and accidental deterioration shall not pass to us until the goods are handed over to us, even if, as an exception, a sale by delivery to a place other than the place of performance has been expressly agreed.
4. If the contractual partner is in default, we shall be entitled, without prejudice to our statutory rights, to claim flat-rate damages in the amount of 0.5% of the net order value of the order for each completed week, but not more than a total of 5% of the net order value. The proof of lower or higher damage remains unaffected.  
In all other respects, our rights - in particular to rescission and compensation for damages - in the event of default shall be determined in accordance with the statutory provisions.
5. The contractual partner is not entitled to make partial deliveries without our prior consent.

#### **V. Product Requirements, Documentation**

- 1 The contractual partner shall be responsible for compliance with all statutory regulations, ordinances and standards applicable to the delivery item - in particular all product safety and material and environmental regulations, as well as CE conformity.
- 2 The contractual partner undertakes to deliver the complete documentation for the goods in accordance with the statutory provisions as a printed document and as an unprotected PDF file in German, English and in the national language required for the specific order in good time - at the latest upon delivery of the goods.



## **VI. Warranty Claims**

1. In the event of defects, we shall be entitled without restriction to the statutory claims with the proviso that we may in all cases demand that the defect be remedied free of charge and that the contractual partner shall bear any incidental costs incurred. However, the warranty period shall be 30 months in derogation thereof.
2. We check the deliveries immediately after receipt for identity and quantity as well as for externally visible damage or other defects. If a deviation is discovered during the aforementioned checks, we will inform the contractual partner immediately. If we discover a defect later during further processing or in use, this shall also be notified immediately, without a preclusion period applying.

## **VII. Supplier Recourse**

1. Our legally determined rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) shall accrue to us without restriction in addition to the statutory claims for defects. In particular, we are entitled to demand from the contractual partner exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. This does not restrict our statutory right to choose.
2. Our claims from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur.
3. In all other respects, our contractual partners shall be liable in accordance with the statutory provisions.

## **VIII. Product Liability**

1. The contractual partner shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective goods delivered by him and shall be obliged to indemnify us against any liability resulting therefrom. If we are obliged to carry out a recall action towards third parties due to a defect in a product delivered by the contractual partner, the contractual partner shall bear all costs associated with the recall action. Further legal claims shall remain unaffected.



2. The contractual partner shall ensure that adequate protection is provided by insurance, in particular simple and extended product liability insurance, with a sum insured of at least EUR 2 million per claim. Upon request, the contractual partner shall provide evidence of insurance cover in another suitable manner. The liability of the contractual partner remains unaffected by the insurance cover.

### **IX. Other Obligations of the Contractual Partner**

The contractual partner undertakes to ensure within its sphere of influence/control that the requirements of product liability law, in particular the Medical Devices Act (MPG), are complied with. In particular, he undertakes to ensure that only such persons handle the goods who have the appropriate qualifications.

The contractual partner further undertakes to comply with the respective applicable laws, regulations and official provisions in dealing with employees, environmental authorities, energy efficiency, occupational safety and health protection and to impose these on its respective suppliers. Likewise, the contractual partner assures to pay its employees covered by the Minimum Wage Act a wage corresponding to this Act and to impose this obligation also on its respective suppliers or temporary employment agencies.

### **X. Property Rights**

The contractual partner warrants that all goods are free from third-party property rights and, in particular, that the delivery and use of the goods does not infringe third-party property rights or licences. The contractual partner shall indemnify us against claims by third parties arising from any infringements of property rights and shall bear all costs incurred in this connection.

### **XI. Confidentiality**

The contractual partner is obliged to keep the terms of the order and all information and documents made available to him by us for this purpose confidential and to use them only for the execution of the order. These may only be made accessible to those persons who must have



knowledge of the confidential information within the scope of the business relationship and who have been obliged to maintain confidentiality in accordance with this regulation. The same applies to work results that have been achieved using confidential information.

Means of production such as models, samples, drawings or similar which have been provided, paid for or otherwise made available by us may not be passed on to third parties or used for third parties without our consent and must be handed over to us after the end of the contract.

## **XII. Place of Performance**

The place of performance for deliveries is the place of destination specified by us, without any special provision, the registered office of our company at Stockacherstrasse 172 in 78532 Tuttlingen, Germany

## **XIII. Data Storage**

We inform the contractual partner that personal data - as long as and insofar as necessary for business and permissible within the framework of the General Data Protection Regulation - will be stored by us by computer and processed for the purpose of fulfilling the contract. The legal basis for the storage of data is Art. 6 (1) lit. b of the GDPR.

The responsible party pursuant to Art. 4 (7) GDPR is H + H Maslanka Chirurgische Instrumente GmbH, Stockacherstrasse 172, 78532 Tuttlingen, Germany, phone: (+49) 74 61 / 9 60 70, fax: (+49) 74 61 / 47 32.

You can reach our data protection officer on (+49) 74 61 / 9 60 70.

For more information about how we process personal data, including your rights, please visit <https://www.maslanka.de/datenschutz>.



#### **XIV. Applicable Law, Place of Jurisdiction**

1. Our General Terms and Conditions of Purchase and the entire legal relationship between us and the contractual partner shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
2. The court of jurisdiction for all rights and obligations of the contracting parties arising from transactions of any kind is Tuttlingen (Federal Republic of Germany). This shall also apply if the contractual partner has no general place of jurisdiction in Germany, has moved its registered office or normal place of residence abroad or if its registered office or normal place of residence is not known at the time the action is filed. However, we are also entitled to sue the contractual partner at its general place of jurisdiction.

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