



## General Conditions of Sale

1. General – Scope
  - 1.1 The following General Terms and Conditions of Sale shall form the basis of all business relations of UNIGLOVES Arzt- und Klinikbedarf Handelsgesellschaft mbH with our customers. They shall also apply to any future business relations without us being required to refer to them in each individual case.
  - 1.2 General terms and conditions of our customers shall only become part of a contract if they are expressly made the basis of the respective contract by us in writing.
  - 1.3 Our General Terms and Conditions shall only apply with respect to enterprises, legal entities and special funds under public law within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB).
2. Offer and Conclusion of the Contract
  - 2.1 All our offers shall be subject to confirmation and non-binding with respect to price, quantity, delivery time, availability of supply and other commitments, unless agreed otherwise in writing.
  - 2.2 A contract shall not be deemed concluded upon the order of the customer but upon our written order confirmation or our delivery of the goods. Any changes and amendments, in particular verbal or telephone agreements, shall require our written confirmation to become effective.
  - 2.3 Any documents accompanying our offer, such as illustrations, drawings or similar documents, weights and dimensions as well as the quality and property descriptions of the product offered are only approximate, but have nevertheless been determined to the best of our ability and shall not be deemed guaranteed unless they are explicitly referred to as being binding in our order confirmation. However, it is guaranteed that all products are produced in accordance with GMP guidelines.
3. Price, Packaging, Freight Costs and Terms of Payment
  - 3.1 Unless agreed otherwise, our prices are to be understood as daily prices plus the transport and packaging costs which are additionally charged to the customer in the form of a flat rate freight charge. Unless agreed otherwise, the goods shall be delivered to the customer with this flat rate freight charge. Any taxes, customs or other duties shall be borne by the customer.
  - 3.2 The offered prices are net prices. The statutory value added tax shall be shown separately at the rate stipulated by law in each case.
  - 3.3 The customer expressly agrees to be sent the invoice by electronic means.
  - 3.4 In the case of express and fast goods deliveries which have been requested as such by the customer, the difference to the price for dispatch as normal freight shall be paid by the customer.
  - 3.5 Notwithstanding section 3.1, shipping costs for order values of less than €500.00 shall be invoiced to the customer. If the net order value is less than €100, we will charge an additional fee of €5.
  - 3.6 Unless agreed otherwise, all invoices shall be payable net without any cash discount within 30 days of invoicing by transmitting the relevant amount into one of our accounts indicated on the invoice. Upon expiration of this term of payment, the Customer shall be in default. The purchase price shall bear default interest at the statutory rate during the period of default.
  - 3.7 Unless otherwise agreed, deliveries to foreign countries shall be made in return for payment in advance.
  - 3.8 Insofar as the customer is in default with the fulfilment of an obligation, any other claims of us shall become due for payment immediately notwithstanding any conflicting agreements. The same shall apply if the customer suspends his payments, is over-indebted, insolvency proceedings are opened against his assets or the opening of such proceedings is rejected for insufficiency of assets or other circumstances become apparent which substantiate reasons to doubt the purchaser's creditworthiness.
  - 3.9 In the case of default of payment on the part of the customer, we are entitled to make further deliveries or services subject to advance payments or the provision of collateral or assert our statutory claims.
  - 3.10 In the case of claims relating to more than one delivery or service, the offsetting of cash receipts against one debt or another shall be at our discretion.
  - 3.11 The customer shall only have a right to offset if his counterclaims are legally established, undisputed or have been recognised by us; in addition, the customer shall be entitled to exercise a right of retention only to the extent his counterclaim is based on the same contractual relationship.
  - 3.12 We shall be entitled to assign our trade accounts receivable for financing purposes.
  - 3.13 For deliveries and services to customers abroad it is deemed to have been explicitly agreed that all costs of legal proceedings incurred by us shall be borne by the customer if the customer is in default of payment, irrespective of whether the pursuit of such claims occurs judicially or extrajudicially.
  - 3.14 We shall be entitled to make part deliveries and charge such part deliveries.
4. Delivery and Dispatch, Transfer of Risk
  - 4.1 Binding delivery dates or delivery periods shall require the written form to be effective. Delivery periods stated by us shall apply subject to correct and punctual delivery to us on the part of our suppliers, unless we have specifically agreed to alternative arrangements in writing.
  - 4.2 Delays to deliveries and services resulting from force majeure and events which make delivery by us significantly more difficult or impossible not only temporarily, including in particular wars, extreme weather conditions, political unrest, customs inspection, strikes, lockouts, official orders or similar events, shall not be deemed our responsibility even in the case of delivery dates and deadlines which are binding. Such delays to deliveries and services entitle us to postpone the delivery or service by the duration of the obstruction plus a reasonable start-up time or to withdraw from the contract in part or in whole due to the part of the contract that has not yet been fulfilled. Regardless of these circumstances, we shall be obliged to inform the purchaser immediately in such cases.
  - 4.3 Insofar as we are responsible for non-compliance with binding agreed dates and deadlines or are in default, our customer shall have the right to withdraw from the contract after a reasonable period of grace has expired without success. Claims for compensation for any loss or damage resulting from the delay (Section 286 of the German Civil Code (BGB)) and claims for damages for non-fulfilment shall be excluded, unless such non-fulfilment or non-compliance with the delivery period results from intent or gross negligence on the part of our legal representatives or our vicarious agents. In the case of gross negligence, however, the purchaser shall only be entitled to demand compensation to the level of the loss or damage foreseeable at the time of conclusion of the contract that may typically arise. The liability limitation shall not apply if a commercial transaction for delivery by a fixed date has been agreed in writing. Furthermore, it shall not apply if our customer legitimately claims that his interest in the further fulfilment of the contract no longer exists.
  - 4.4 To the exclusion of any liability – with the exception of gross negligence and intent – the choice of dispatch route and means of transport shall be at our discretion.
  - 4.5 Insofar as we are liable for damages, our liability also in the case of simple negligence shall be limited to the foreseeable loss or damage that may typically arise.
  - 4.6 In the case of a delay in delivery, the customer shall only be entitled to withdraw from the contract in accordance with legal regulations if we are not able to provide proof of the absence of fault on our part.
  - 4.7 Unless agreed otherwise, the risk associated with the products to be delivered shall pass to the customer not later than upon handover of the goods to the forwarder or carrier. With respect to transport damage, we shall only be responsible for intent and gross negligence. Liability also for simple and slight negligence is excluded to the extent that this does not relate to the infringement of an obligation which is essential to the contract within the meaning of rulings by the German Federal Court of Justice.
  - 4.8 At the purchaser's request and expense, the consignment will be ensured against breakage, transport, fire and water damage.
5. Acceptance, Notice of Defects and Liability for Defects
  - 5.1 Warranty claims of the customer require that the customer has duly complied with his inspection and objection obligations pursuant to section 377 of the German Commercial Code (HGB). The customer shall be obliged to check supplies for defects immediately and notify in writing such defects and damage without delay. Particularly apparent freight damage needs to be recorded on the delivery note immediately and countersigned by the delivery driver. If the notice of defects is not made, or not made in time, our liability for the respective defect shall be excluded.
  - 5.2 We guarantee professional production of the products in accordance with the recognised rules of technology, the GMP guidelines and any applicable and generally recognised DIN regulations. We do not provide any guarantee for the fulfilment of product-specific requirements which cannot be readily derived either from the customer specifications of the individual contract or from general knowledge in accordance with the accepted rules of technology.
  - 5.3 Insignificant deviations of quality, colour, dimensions and weights shall not constitute a reason for complaint.
  - 5.4 Insofar as a defect is present, our customer shall be entitled only to demand supplementary performance by replacement. If the supplementary performance fails, the customer shall be entitled at his own discretion either to reduce the price or withdraw from the contract.
  - 5.5 We shall be liable in accordance with the legal regulations insofar as our customer can assert claims for damages which are based on intent or gross negligence on the part of our legal representatives or vicarious agents. Unless we are responsible for an intentional breach of contract, the liability for damages shall be restricted to loss or damage foreseeable at the time of signing the contract which may typically arise from such contracts.
  - 5.6 Insofar as the item to be delivered is defined only according to generic features, we shall only be liable in the case of a defect to provide compensation for loss or damage if we fail to show that we are not responsible for the defective condition of the item.
  - 5.7 Insofar as we culpably infringe an essential contractual obligation, we shall be liable in accordance with the legal regulations, subject however to the proviso that our liability for damages is restricted to loss or damage foreseeable at the time of signing the contract which may typically arise from such contracts.
  - 5.8 Our liability for culpable injury to life, body or health shall remain unaffected by the above; this shall also apply to mandatory liability under the German Product Liability Act.
  - 5.9 Insofar as the customer has a claim to compensation for the loss or damage instead of performance and instead submits a claim for compensation of the futile expenses which he has incurred, this claim shall remain unaffected pursuant to Section 284 of the German Civil Code (BGB). Unless specified otherwise by one of the above sections, our liability shall be excluded in all other cases.
  - 5.10 Insofar as the customer has a right to a counterclaim which is legally established, recognised by us or undisputed, he shall also have a right to refuse performance in this respect. The customer shall also have this right to refuse performance if it is based on the same contractual relationship.
  - 5.11 Information on the use and application options for our products, technical advice or other details are provided to the best of our knowledge, but are non-binding – also with respect to any rights of third parties – and shall not release the purchaser from the obligation to carry out his own examination of our products with respect to their suitability for the intended purposes.
6. Period of Limitation
 

The period of limitation for warranty claims shall be 12 months, calculated from the transfer of risk. The period of limitation shall not apply to our liability for intent and gross negligence as well as any damage based on culpable injury of life, body or health.
7. Retention of Title
  - 7.1 The purchased item shall remain our property until the payment of our claims under the purchase contract. The retention of title shall also continue to apply to all claims which we subsequently acquire against the purchaser in conjunction with the purchased item, e.g. based on repairs or replacements as well as other services. If the purchaser is a legal entity under public law, a special fund under public law or a businessman for whom/which the contract forms part of his/its commercial activities, the retention of title shall also apply to any other claims we may have against the purchaser from the current business relationship in the case of payment by cheque until its redemption. In the case of default of payment on the part of the purchaser, the purchaser shall be obliged after the submission of a reminder to surrender the goods subject to the retention of title.
  - 7.2 Insofar as the purchaser sells on the delivered goods before full payment of the purchase price or transfers their ownership on a different legal basis to third parties, the purchaser hereby assigns to us his claims against his customers which are associated with the resale or the transfer of the goods subject to the retention of title, including all ancillary rights, and in the case of their processing, combination and mixing with other items to the level of the invoice value of our goods which are used to do so. At our request the purchaser shall, as soon as he is in default, inform his debtor of the assignment and provide us with the requisite information, as well as the documents, for the purposes of collection of the claim by us. Unless confirmed otherwise by us, the purchaser shall be entitled and obliged to collect the counter-value of the resold goods, which shall automatically become our property, and to retain this separately from the other means of payment.
  - 7.3 Both the simple and extended retention of title shall continue to apply in cases of doubt until the purchaser of our goods shows in each individual case that they have been paid for in full. If any third party takes possession of our goods which are still subject to the retention of title, e.g. in conjunction with an attachment process, or any third party asserts claims for the purchaser's claim having been assigned to us, the purchaser shall be obliged to inform us immediately of such claim and notify the third party of the retention of title.
  - 7.4 If circumstances become known which raise serious doubts about the creditworthiness of the purchaser and if the purchaser refuses to guarantee concurrent fulfilment of the contract in the form of delivery against payment or the provision of collateral, we shall be entitled to withdraw from the contract.
8. Resale
 

The resale of our branded articles is only permitted in their original packaging. Their filling into other packages or refilling shall not be permitted according to Section 24 of the German Trademark Act.
9. Applicable Law – Place of Jurisdiction – Place of Performance
  - 9.1 This contract shall be governed by the law of the Federal Republic of Germany; the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
  - 9.2 The place of our registered office, i.e. Troisdorf, shall also be the place of jurisdiction. However, we shall be also entitled to take legal action against the customer before the court responsible for his company headquarters or place of residence.
  - 9.3 Unless otherwise agreed in writing, the location of our registered office in Troisdorf is also the place of performance.
10. Severability
 

If provisions are invalid or unenforceable, this shall not affect the validity of the remaining provisions, unless one contracting party is put at such unreasonable disadvantage through the invalidity of individual clauses that it can no longer be reasonably expected to continue to adhere to the contract.