

General Terms and Conditions

Rudolf Riester GmbH's quotations, deliveries and services are provided exclusively according to the following Terms and Conditions. They are also all valid for all future commercial relations, even if these have not been expressly agreed. These conditions are considered as accepted once the goods or services have been received. Counter-confirmation by the purchaser with reference to its Terms and Conditions will be opposed. Deviations, additions or supplementary agreements are only effective if Rudolf Riester GmbH confirms them in writing.

1. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, natural disasters, war, terrorism, government actions, pandemics, labor strikes, shortages of materials, power outages, or cyberattacks.

The affected party shall notify the other party in writing within five (5) business days of the occurrence, specifying the nature and expected duration of the Force Majeure Event. The affected party shall use commercially reasonable efforts to mitigate the effects and resume performance as soon as practicable.

If the Force Majeure Event continues for more than thirty (30) days, the parties shall discuss a mutually acceptable resolution. Either party may terminate the Agreement with thirty (30) days' written notice if the Force Majeure Event materially prevents performance for more than ninety (90) consecutive days.

2. Quotations

Rudolf Riester GmbH's quotations are without obligation and not binding. Renounceable letters of acceptance and all orders require written or telex confirmation from Rudolf Riester GmbH to be legally effective.

3. Prices

Unless otherwise stated, Rudolf Riester GmbH will be bound by the prices contained in Rudolf Riester GmbH's quotations for thirty [30] days from the quotation date. Otherwise, the prices quoted in Rudolf Riester GmbH's order acknowledgment plus statutory value-added tax will prevail. Additional deliveries and services will be invoiced separately.

Prices are quoted net ex works Jungingen, unless otherwise agreed, excluding packaging and freight charges and excluding insurance plus statutory value-added tax.

Rudolf Riester GmbH will only accept orders with a minimum value of EUR 1500.00.

4. Deliveries

Dates of delivery or deadlines have to be agreed in writing in order to be binding.

For customers who have goods picked up by their own selected freight forwarder, collection of the goods from the Rudolf Riester GmbH factory needs to happen within ten [10] business days from the date that the goods are made available for shipment. Rudolf Riester GmbH will charge a storage fee of 1.5% of the order value for every week beyond the ten [10] business days that the goods remain at Rudolf Riester GmbH's factory: the charge will apply starting on the first day of every additional week.

Orders are considered binding once the order confirmation is issued. Cancellation after order confirmation will be subject to a 10% order cancellation fee.

For purchase orders that are cancelled after production at Rudolf Riester GmbH was completed and products made available for shipment, Rudolf Riester GmbH will charge a cancellation fee of 25% of the order value.

Delayed deliveries and services due to force majeure and for reasons which considerably impede delivery or make it impossible for Rudolf Riester GmbH to deliver, not merely temporarily, have not been fulfilled –this also includes subsequent difficulties arising in the procurement of materials, equipment failure, strikes, lockouts, lack of personnel, lack of means of transport, official directives etc., also if they occur at Rudolf Riester GmbH's suppliers or their subcontractors –will not be Rudolf Riester GmbH's responsibility even in the case of deadlines and dates which have been compulsory agreed.

They entitle Rudolf Riester GmbH to postpone the delivery or service by the period of the hindrance plus an appropriate start-up time or to cancel the contract in part or in whole for those sections which have not been fulfilled.

If the duration of the impediment exceeds three months, the customer shall be entitled after setting an appropriate extension of time to withdraw from the part of the contract not yet fulfilled. The customer shall not be entitled to claim damages in the event of the duration being extended or if Rudolf Riester GmbH is released from Rudolf Riester GmbH's obligation. Rudolf Riester GmbH shall only be permitted to rely on the circumstances referred to if Rudolf Riester GmbH notifies the customer without delay.

Customer's claims for damages due to delay shall likewise be excluded in other cases unless delay is due at least to gross negligence. Rudolf Riester GmbH is entitled to make part delivery of goods and services at any time unless such part delivery is of no interest to the customer.

Performance of Rudolf Riester GmbH's obligations to deliver and perform depends upon due and timely fulfilment of the customer's obligations. If the customer is in default of acceptance, Rudolf Riester GmbH shall be entitled to demand compensation for Rudolf Riester GmbH's loss. The risk of accidental deterioration and accidental loss shall pass to the customer when default of acceptance occurs.

5. Transfer of Risk

Risk of loss or damage to the goods shall pass to the customer upon transfer to the shipping agent or carrier, or upon departure from our warehouse, whichever occurs first.

6. Warranty

We warrant that our products are free from material and manufacturing defects at the time of delivery. The warranty period begins on the delivery date and lasts for the warranty period assigned to the device, unless otherwise specified in writing.

This warranty does not apply in cases where:

- The customer fails to comply with our operating or maintenance instructions;
- The product has been modified or repaired without our prior written consent;
- Non-original parts or consumables have been used.

The customer must notify us in writing of any defects within one (1) week of delivery. Upon receipt of a valid defect claim, we may, at our discretion and at our cost:

- a) Request return of the defective product for repair;
- b) Send service personnel to repair the item on-site;
- c) Offer an alternative resolution, including replacement.

Warranty coverage excludes normal wear and tear. Warranty claims are non-transferable and may only be made by the original purchaser.

7. Retention of Title

Title to all goods delivered by Rudolf Riester GmbH shall remain with Rudolf Riester GmbH until full payment of the purchase price, including any ancillary costs such as taxes, shipping, and handling, has been received in full and irrevocably cleared.

Until such time as title has passed:

- The customer shall hold the goods in a fiduciary capacity as custodian for Rudolf Riester GmbH;
- The customer shall store the goods separately from other goods in its possession and clearly mark them as the property of Rudolf Riester GmbH;
- The customer shall not pledge, encumber, or otherwise dispose of the goods without prior written consent.

In the event of default in payment or other material breach of contract, Rudolf Riester GmbH shall be entitled to reclaim possession of the goods without prior notice, and the customer agrees to cooperate in such repossession.

Any processing or transformation of the goods by the customer shall be deemed to be on behalf of Rudolf Riester GmbH. If the goods are combined with or inseparably integrated into other products, Rudolf Riester GmbH shall acquire co-ownership of the resulting product in proportion to the value of the goods delivered relative to the other components.

8. Payment

Unless otherwise agreed in writing by Rudolf Riester GmbH, all orders are subject to full prepayment in advance. Orders will not enter production and delivery timelines will not commence until the required prepayment has been received in full.

Any request for alternative payment terms must be submitted in writing to the designated account manager and expressly approved by Rudolf Riester GmbH in writing. In cases where alternative terms have been granted, Rudolf Riester GmbH reserves the right to allocate payments received in the following order: (i) accrued expenses and costs, (ii) interest, and (iii) principal amounts, regardless of any customer designations to the contrary.

Failure to adhere to agreed payment terms may result in suspension of further deliveries, revocation of extended payment privileges, and imposition of late payment interest or collection costs as permitted by applicable law.

9. Product changes

Rudolf Riester GmbH retains the right to undertake changes in product construction at any time. These may not, however, result in a decrease in quality. Customers will be notified of any product changes in accordance with regulatory guidelines.

10. Intellectual Property and Copyright

All intellectual property rights, including but not limited to copyrights, trademarks, patents, design rights, trade secrets, and know-how, in or related to the products, documentation, packaging, software, and any other materials provided by Rudolf Riester GmbH shall remain the sole and exclusive property of Rudolf Riester GmbH or its licensors.

The customer is granted a non-exclusive, non-transferable, revocable license to use the provided documentation and software solely for the purpose of operating the purchased products in accordance with the applicable user instructions and regulatory requirements.

The customer shall not:

- Reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of any software provided;
- Remove or obscure any proprietary notices or labels from the products or associated materials;
- Use any intellectual property of Rudolf Riester GmbH for purposes other than those expressly permitted under this Agreement.

Any unauthorized use, duplication, or dissemination may result in legal action and claims for damages.

11. Liability

We shall only be liable for damages in cases of intentional misconduct or gross negligence. For breaches of essential contractual obligations, we accept liability for ordinary negligence but only for typical and foreseeable damages.

We shall not be liable for indirect, incidental, or consequential damages, including lost profits, unless the product was expressly guaranteed to prevent such damages.

12. Code of Conduct

All business relations are subject to the Halma Group Code of Conduct, available at www.halma.com.

13. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by the laws of the Federal Republic of Germany. The UN Convention on the International Sale of Goods (CISG) shall not apply.

Exclusive jurisdiction for all disputes arising out of or in connection with this Agreement shall lie with the courts of Jungingen, provided the customer is a business entity or public law institution.

14. Indemnification

The customer agrees to indemnify and hold harmless Rudolf Riester GmbH, its affiliates, and employees from and against all claims, damages, liabilities, and expenses arising from:

- Misuse or unauthorized modification of our products;
- Failure to comply with applicable laws or regulatory requirements;
- Use of products in combination with other equipment not approved by us.



15. Compliance with Medical Device Regulation (EU) 2017/745 (MDR)

Rudolf Riester GmbH, as the manufacturer, guarantees that all medical devices placed on the market comply with the applicable provisions of the EU Medical Device Regulation (EU) 2017/745, including but not limited to CE marking, EU Declaration of Conformity, technical documentation, labeling, and assignment of a Unique Device Identifier (UDI), where applicable.

Authorized distributors shall:

- Verify that the devices bear a valid CE mark and are accompanied by the required EU Declaration of Conformity;
- Ensure that all packaging, labeling, and Instructions for Use are present and in the official language(s) required by the Member State in which the device is marketed;
- Store and transport devices in accordance with the manufacturer's specified conditions to maintain product integrity;
- Promptly inform Rudolf Riester GmbH of any suspected non-compliance, safety issues, or adverse events related to a device;
- Cooperate fully with Rudolf Riester GmbH, importers, and competent authorities in the event of recalls, withdrawals, or corrective actions;
- Maintain a register of complaints, non-conforming products, and corrective actions, and make such records available to Rudolf Riester GmbH or competent authorities upon request;
- Provide, upon request by competent authorities, all relevant information and documentation available to demonstrate product conformity, including samples or access to devices, where feasible.

Distributors shall not modify, relabel, or otherwise alter the devices without prior written consent from Rudolf Riester GmbH.

Rudolf Riester GmbH, Jungingen, 08/2025