

General Terms and Conditions of Purchase of Rudolf Riester GmbH for Medical Technology

1. General Provisions

1.1 These General Terms and Conditions of Purchase exclusively apply to our orders. They also remain applicable for subsequent contracts in an ongoing business relationship, even if we do not explicitly refer to them. Any conflicting or deviating conditions from these terms provided by the supplier are binding only if we have explicitly agreed to them in writing in each specific case.

1.2 Side agreements, reservations, amendments, or additions to the concluded contract and these terms require written form to be valid.

1.3 The legal relationship between the supplier and us is governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), international private law (IPR Act), and the UNCITRAL Sales Law.

1.4 Our General Terms and Conditions of Purchase also apply to supplementary orders.

1.5 These terms remain valid unless otherwise contractually agreed.

2. Offers and Prices

2.1 Offers must conform to the details in our inquiry. Deviations must be explicitly highlighted in writing. Offers must be submitted free of charge. Our request for an offer is non-binding.

2.2 Prices specified in the order letter are fixed prices. Changes in material and raw material costs, wages, salaries, manufacturing, and transport costs, or other pricing elements between contract conclusion and delivery do not entitle the supplier to adjust prices. We do not accept general terms and conditions of the supplier stipulating that the delivery day's prices are decisive.

2.3 Every order and order amendment must be confirmed by the supplier in writing, specifying the binding delivery date, price, and all other order details.

2.4 The agreed prices are exclusive of the applicable statutory value-added tax unless expressly stated otherwise.

3. Execution Documents and Copyright

3.1 Technical documents, drawings, plans, and specifications provided by us for executing the delivery must be reviewed by the supplier promptly for technical accuracy and measurements. Missing documents or concerns about the correctness of the provided documents must be reported to us immediately in writing.

3.2 All documents provided by us, including drawings, plans, samples, and templates, remain our property. They may not be used for other purposes, reproduced, or made accessible to third parties. After delivery, all documents, including copies and reproductions, must be returned to us free of charge. Documents created by the supplier in connection with our orders become our intellectual property and are at our disposal. The supplier is not authorized to publish these documents or use them for advertising purposes.

4. Delivery

4.1 Delivery of the ordered goods must strictly comply with the specified delivery date or as per call-off according to the agreed Incoterms (currently Incoterms 2020).

4.2 Goods and services reported as ready for dispatch or assembly before the contractually agreed delivery time need not be called off or accepted by us. The supplier is not entitled to partial deliveries or performances unless agreed otherwise.

4.3 If delivery is made earlier than the agreed delivery date, we reserve the right to refuse acceptance. In such cases, we bear no obligation of care, irrespective of the chosen mode of transport. If early delivery is accepted, the supplier retains the risk until the agreed date.

4.4 Delivery is made at the supplier's expense and risk according to the agreed Incoterms, regardless of the mode of transport. The supplier must choose the most favorable shipping method for us and is obligated to pack and ship the ordered goods securely in compliance with international regulations.

4.5 Each delivery must include a delivery note specifying our order reference. Signing a delivery note upon receipt does not constitute acknowledgment of a specific delivery quantity or quality. We reserve the right to conduct a detailed inspection later.

4.6 The supplier is obliged to provide a certificate of origin with each delivery, unless a valid long-term supplier's declaration has been submitted. These documents serve as proof of the origin of the delivered goods and must be issued in accordance with the applicable legal and customs regulations. Compliance with this obligation is a prerequisite for the acceptance of the delivery by the client.

4.7 Before delivery to the construction site, the supplier must inform themselves about the local conditions and access routes. We accept no liability for damages and costs incurred during delivery due to ground conditions. Downtime can only be claimed if caused intentionally or by gross negligence on our part or by our agents.

4.8 Required packaging materials are included in the agreed prices and cannot be charged separately. Disposal or recycling is the supplier's responsibility. Unremoved packaging material will be returned or disposed of at the supplier's cost and risk. The supplier must pack and label goods in compliance with international regulations, particularly the Dangerous Goods Transport Act and the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

4.9. Upon request or in the event of changes of legal regulations, the supplier undertakes to provide all necessary documents and evidence required for the import or distribution of the goods without additional charge.

4.10. If the goods are subject to legal restrictions or authorization requirements, the supplier must inform us accordingly. Upon request, all necessary information on classification, export documentation, determination of licensing requirements, etc. shall be provided.

5. Product-Specific Requirements

5.1 The supplier guarantees that all delivered diagnostic devices comply with applicable medical regulations and standards, including CE marking, ISO 13485, and other relevant certifications. Upon request, the supplier must provide all necessary approvals and certificates.

5.2 The supplier commits to adhering to all relevant data protection regulations and ensuring that personal data is not processed or disclosed without explicit consent.

5.3 The supplier must ensure that all delivered products meet the highest quality standards and are regularly inspected and tested to guarantee the safety and effectiveness of diagnostic devices.

6. Warranty for Defects

6.1 The supplier warrants that the delivery is free from defects at the time of risk transfer that would negate or reduce its value or suitability for the intended or contractual use. The supplier further guarantees that the deliveries and services meet the contractual specifications and properties and comply with the state of the art, all norms, EN standards, and legal requirements in medical technology.

6.2 In case of defects, we may choose free replacement or rectification of defects. If rectification fails after a reasonable period, we may withdraw from the contract, reduce the price, or claim damages for non-performance. Additional claims for defects and damages, including consequential damages, remain unaffected. Costs for replacement deliveries, defect rectifications, and related transport, assembly or customs expenses are borne by the supplier. For medical devices, a warranty period of five years applies.

6.3 We are not obligated to inspect goods immediately upon delivery. Any defects may be reported within the warranty period.

7. Withdrawal, Compensation, and Contractual Penalty

7.1. If the supplier fails to deliver on time or does not perform in accordance with the contract, we are entitled, after an appropriate grace period, to withdraw from the contract and/or claim compensation, provided the delivery is not made within the agreed timeframe. If the supplier refuses to provide a partial delivery, the purchaser is entitled to cancel additional partial deliveries from the order at no cost.

7.2. Should the supplier exceed an agreed delivery date or deadline despite being granted an extension, they shall pay a contractual penalty of 0.2% of the net contract sum for each business day of delay but not exceeding 5% of the net contract sum in total. Claims for damages exceeding the contractual penalty remain unaffected.

8. Force Majeure

8.1. Force majeure, labor disputes, strikes, lockouts, and other unforeseeable and unavoidable events exempt the contracting parties from their mutual performance obligations if such events result in more than a temporary impediment to delivery or service.

8.2. The supplier must notify the purchaser in writing within 24 hours of any cases of force majeure, labor disputes, strikes, lockouts, or other unforeseeable and unavoidable events that prevent performance. Any damages arising from a culpable breach of this notification obligation shall be borne by the supplier.

9. Retention of Title

9.1. If the supplier retains ownership of the delivered item, such retention applies only to the specific item delivered under retention of title. Retention of title ceases upon the integration, mixing, or processing of the item in accordance with its intended use. Conflicting terms and conditions of the supplier are not recognized and do not form part of the contract.

9.2. Under no circumstances may the supplier reclaim or remove the delivered item due to payment default.

10. Payment

10.1. Invoices must be submitted to the designated invoicing address, specifying the purchase order reference, project information, and account details.

10.2. Complaints about defects entitle us to withhold payments or make appropriate deductions until the defects are rectified. Offsetting by us is permitted even without acknowledgment of the supplier's claims. Offsetting by the supplier is only recognized for undisputed or legally established claims.

10.3. Assignments of the supplier's claims against the purchaser to third parties are valid only with prior written consent. Without such consent, payment to the supplier shall discharge our obligation.

10.4. A written reminder is required to place us in default. If no partial payments have been agreed, partial deliveries do not affect the due date of the full payment. Payment in full requires delivery of flawless, defect-free goods. Payment will be made in the form of our choice.

10.5. Invoices lacking complete purchase order details or incorrect company/address information cannot be processed, and payment terms will commence only upon receipt of a proper invoice.

11. Intellectual Property Rights

The supplier is liable for claims arising from the infringement of intellectual property rights or applications for intellectual property rights resulting from the contractual use of the delivered items.

12. Jurisdiction

The place of jurisdiction for all disputes arising from the contractual relationship is, at the purchaser's discretion, either the purchaser's headquarters or the place of contractual performance, provided the supplier is a merchant, a legal entity under public law, or a special fund under public law. Before initiating legal proceedings, the supplier must grant the purchaser this choice in writing within a reasonable period.

13. Data Protection and Confidentiality

13.1. The supplier agrees to treat all information received during the business relationship confidentially and use it solely for the fulfillment of contractual obligations.

13.2. The supplier must comply with all applicable data protection laws and ensure that personal data is processed only in accordance with the General Data Protection Regulation (GDPR).

14. Product Liability and Safety

14.1. The supplier guarantees that all delivered products comply with applicable safety standards and pose no risks to user health.

14.2. In the event of product recalls or safety issues, the supplier must take all necessary actions immediately and inform Rudolf Riester GmbH without delay.

15. Training and Support

15.1. The supplier agrees to provide training on the operation and maintenance of diagnostic devices as needed.

15.2. Technical support and maintenance services must meet agreed standards and adhere to specified response times.

These General Terms and Conditions of Purchase apply as of January 1, 2025, and supersede all previous versions. Amendments and additions to these terms must be made in writing.

Rudolf Riester GmbH

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