



mayer & mayer
handelsgmbh
your bonding experts

... the ALL-IN-ONE solution

General Terms and Conditions of Sales

1. General

1.1 The agreement between Mayer & Mayer Handelsgmbh ("SUPPLIER") and the ordering entity ("BUYER") for products to be delivered by the SUPPLIER and any services to be rendered ("PRODUCTS") shall only be legally binding to the extent of the terms of the SUPPLIER's written order acknowledgement ("SUPPLIER AGREEMENT").

1.2 Unless otherwise agreed upon in writing, the written order acknowledgement issued by the SUPPLIER as well as the present General Terms and Conditions of Sale and Delivery shall exclusively govern the SUPPLIER AGREEMENT. Any conflicting terms and conditions by the BUYER shall hereby be rejected to their fullest extent without requiring any specific or additional statement of rejection. These General Terms and Conditions for Sale and Delivery shall also apply to repeat orders and subsequent supplies. The SUPPLIER AGREEMENT shall consist of the following documents, whereby, in the event of any contradictions or inconsistencies, the following order of precedence shall apply:

- (1) Written order acknowledgement issued by the SUPPLIER;
- (2) SUPPLIER's quotation;
- (3) SUPPLIER's system drawings;
- (4) SUPPLIER's specifications;
- (5) These General Terms and Conditions for Sale and Delivery;
- (6) Written order placed by the BUYER.

1.3 Any cancellation of or amendments to the SUPPLIER AGREEMENT shall be excluded unless authorized by the SUPPLIER in writing.

2. Delivery

2.1 The PRODUCTS shall be delivered ex works (INCOTERMS 2010) from the SUPPLIER or from a company affiliated with the SUPPLIER.

2.2 The delivery deadlines and dates shall be approximate and shall not be considered to be legally binding, unless the SUPPLIER AGREEMENT expressly includes a binding delivery date. The delivery shall be considered completed from such point in time in which the goods are made available ex works (INCOTERMS 2010), or upon notification of readiness for shipment. Partial deliveries shall be permitted. If the PRODUCTS cannot be shipped for reasons beyond the SUPPLIER's reasonable control, the PRODUCTS shall be stored at the cost and the risk of the BUYER.

2.3 Any liability on the part of the SUPPLIER for late delivery of the PRODUCTS shall be excluded to the extent permitted by law.

2.4 In default of acceptance after a grace period of 10 days will be charged a storage fee of 0.1% of the gross invoice / started calendar day

3. Price and Payment

3.1 The sales price for the PRODUCTS has to be paid in Euro, as follows:

3.1.1 Supply of full equipment: 50 % with order, 30 % with readiness of delivery, 20 % within 30 days after shipping and clearing.

3.1.2 Spare parts: 30 days net, minimum order net volume of 200 €, for order net volumes < 200 € a surcharge of 20 € will be charged

3.1.3 Adhesives and Accessories: 30 days net, minimum order

net volume of 200 €, for order net volumes < 200 € a surcharge of 20 € will be charged

3.1.4 Unless otherwise agreed in writing, the following transport costs are valid for parcel service deliveries organised by the supplier up to weight of 30 kg:

National (Austria):	10 €
EU 1 (BE, CZ, DE, DK, HU, LI, LU, NL, PL, SI, SK):	20 €
EU 2 (FR, GB, HR, IT, LT, RO, SE, NO):	30 €
EU 3 (BG, EE, ES, FI, IE, LV):	40 €
EU 4 (PT, GR):	50 €
NON EU 1: 35 €	NON EU 2: 50 €

(NON EU 1 + 2 on request, excluding import/export fees)

3.1.5 Unless otherwise agreed in writing, the transport by forwarder will be invoiced case by case on daily base.

3.2 The sales price shall be ex works and shall not include customs duties, taxes or any other fees.

3.3 With default 10% interest / year will be charged. In addition, we are entitled in this case, to charge compound interest from the day of shipment forward.

3.4 The BUYER's right to set-off shall be excluded

3.5 The payment due dates must be met even if transport, delivery or acceptance of the delivered PRODUCTS are delayed or made impossible for reasons beyond the SUPPLIER's reasonable control

3.6 Dunning and collection costs are passed on 100% to the buyer, each reminder will be charged € 15

3.7 The SUPPLIER is entitled to invoice its services electronically. The BUYER agrees with the electronic invoicing, in particular by email.

4. Transfer of Ownership, Risk of Loss or Damage

4.1 Title to the PRODUCTS shall be transferred to the BUYER upon SUPPLIER's receipt of the sales price in full.

4.2 The risk of loss or damage to the PRODUCTS shall be transferred to the BUYER in accordance with the delivery terms ex works (INCOTERMS 2010).

5. Warranty

5.1 The SUPPLIER warrants for a period of 6 (six) months after the date of delivery ex works (INCOTERMS 2010) ("WARRANTY PERIOD") that the PRODUCTS will be free from defects in material and workmanship and will comply with the SUPPLIER's system drawings. PRODUCTS used by the BUYER shall be deemed to be accepted.

5.2 Provided that the BUYER promptly notifies the SUPPLIER in writing during the WARRANTY PERIOD that the PRODUCTS deviate from the requirements pursuant to Article 5.1 above, the SUPPLIER shall, at its option, either replace or repair the PRODUCTS at its own expense. For repaired or replaced PRODUCTS, a new warranty period of 3 (three) months after the date of delivery ex works (INCOTERMS 2010) shall apply, however not exceeding 12 (twelve) months, calculated as of the date of initial delivery. Any deviations customary in the trade and deviations made as a result of regulatory provisions or to account for technical improvements shall be permitted.

5.3 The warranty shall not apply in the event of improper handling or storage of the PRODUCTS, if the PRODUCTS are combined with products from third parties (in particular, with copies of the PRODUCTS), in the event of normal wear and tear, or for any other reasons which are beyond SUPPLIER's reasonable control.

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5.4 Except as set forth in this Article 5, the SUPPLIER shall neither warrant nor be held liable for any of the PRODUCTS' properties, including but not limited to their suitability for any particular purpose or for a specific quality. Furthermore, any rights, remedies, claims and demands on the part of the BUYER, including but not limited to cancellation, termination, price reduction and claims for damages shall be excluded to the maximum extent permitted by law. The SUPPLIER's liability for third party' auxiliary performance in connection with the SUPPLIER AGREEMENT shall be excluded to the extent legally permissible.

6. BUYER's Responsibilities and Indemnification

6.1 The BUYER accepts its sole responsibility for fulfilling the fundamental regulatory requirements as well as for ensuring the suitability of the PRODUCTS for their intended purpose, in particular with regard to the PRODUCTS' compatibility with the contents (e.g., chemical compounds, adhesive compounds, etc.), the mechanical, hydraulic and chemical properties of the PRODUCTS (e.g., processing properties, shelf life, mixing capacity and quality, etc.), bio-compatibility, sterility of the PRODUCTS or any other medical or technical effects or properties of the PRODUCTS and the end products manufactured using said PRODUCTS. The BUYER shall be obligated to instruct its customers and the end users with regard to the properties, the use and the risks of the PRODUCTS in a legally compliant manner.

6.2 If the PRODUCTS are integrated as parts or accessories in medical products within the meaning of the respective applicable law, or should they be combined with medical products, it shall be the BUYER's sole responsibility to fulfill any and all regulations associated with such medical products. The BUYER shall particularly bear the sole responsibility for fulfilling the obligations towards its customers, end users, patients and government authorities.

6.3 The BUYER shall forthwith indemnify, release and hold harmless the SUPPLIER, including its affiliates and their directors, officers and employees from any claims asserted by third parties for damages, costs and expenses (including legal fees) in connection with the further processing and use of the PRODUCTS, the PRODUCTS' integration in or their combination with medical products or with any other products, or in association with the distribution, marketing, sale and use of the end products. In the event that by a final and binding judgment of a court of competent jurisdiction, the SUPPLIER is held liable in accordance with the applicable product liability laws, the SUPPLIER shall absorb its share of liability from the third party claims accordingly.

6.4 The BUYER shall be obligated to include the SUPPLIER in its liability insurance policy for damages associated with the PRODUCTS to the extent of the indemnification pursuant to Article 6.3 above, which is to be combined with a waiver of subrogation and regress to the benefit of the SUPPLIER. Upon request, proof of said insurance coverage is to be certified in the manner customary for the trade.

7. OVERALL LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, INCLUDING ALL DOCUMENTS MAKING PART THEREOF AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SUPPLIER BE LIABLE TO THE BUYER FOR LOSS OF PROFIT OR REVENUE,

LOSS OF USE, INTERRUPTION OF PRODUCTION, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER, ANY AND ALL COSTS RELATING TO DELAY, OR FOR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR CLAIMS BY THE BUYER'S CUSTOMERS FOR SUCH DAMAGES, IN CONNECTION WITH THIS CONTRACT, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND SELLER'S LIABILITY WITH RESPECT TO ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE NET VALUE OF THE PRODUCTS DELIVERED, WHICH WERE THE CAUSE OF THE DAMAGE OR TO CHF 25'000 (TWENTY FIVE THOUSAND SWISS FRANCS) WHICHEVER IS HIGHER, UNLESS CLAIMS ARISE FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF THE SELLER.

8. Force Majeure

8.1 The SUPPLIER's liability shall be excluded in the event of force majeure, such as but not limited to, war, riots, fire, floods, labor disputes, acts of government, coincidence, acts of the BUYER or of one of its customers, transport difficulties, problems with delivery of raw materials or any other causes beyond SUPPLIER's reasonable control, irrespective of whether such acts of force majeure occurred at the SUPPLIER, the BUYER or a third party.

8.2 In the event of an act of force majeure, the delivery date shall be extended for the duration of the delay caused by said act of force majeure. Should the condition of force majeure last longer than three months, both the SUPPLIER and the BUYER may terminate the SUPPLIER AGREEMENT in writing giving seven days prior written notice for the delivery of PRODUCTS not yet completed. In such event, the BUYER shall be responsible for payment of the unpaid portion of the delivered PRODUCTS. Any remaining obligations to perform on either part shall no longer apply.

9. Intellectual Property and Know-how

Any and all intellectual property, including the knowhow required to design, manufacture and deliver the PRODUCTS, shall remain the sole property of the SUPPLIER. Subject to the mandatory rights under any applicable intellectual property laws, the BUYER shall not be granted any rights to intellectual property or know-how.

10. Place of Performance

Place of performance for all obligations of both parties related to the SUPPLIER AGREEMENT shall be the SUPPLIER's domicile.

11. Place of Jurisdiction and Applicable Law

11.1 The SUPPLIER AGREEMENT, including the present General Terms and Conditions of Sale and Delivery, shall be subject to the laws of Austria. Place of jurisdiction shall be the SUPPLIER's domicile. The SUPPLIER shall have the right to take legal action against the BUYER at its place of business.

11.2 The application of the UN Sales Convention is expressly excluded

11.3 The contract language is German