

GENERAL BUSINESS TERMS

All contracts we conclude with customers regarding the sale and delivery of goods are concluded exclusively under the General Business Terms below. We do not recognise any deviating or additional General Business Terms, especially purchasing conditions of the customer, even if we do not explicitly discount them explicitly again. Amendment and cancellation of orders requires our written agreement. Placement of an order is considered tacit recognition of our conditions.

§ 1 Quotation, delivery

Our quotations apply to commercial business transactions while stocks last. They are always nonbinding and without obligation. We retain the right to intermediate sale and price adjustment before contract conclusion. We only deliver to resellers and demand that they are familiar with patient care. Delivery dates are adhered to wherever possible, but are non-binding. Invoices shall be considered order confirmations. The occurrence of unforeseen incidents, such as cases of force majeure or disruptions to our own or our suppliers' operations due to strikes, permit us to delay delivery or cancel the order. The purchaser cannot derive any compensation claims from this. We retain the right to conduct partial deliveries and to invoice these immediately. We are entitled to a reasonable subsequent delivery period in all cases; this period is at least four weeks.

§ 2 Prices, surcharges

Our prices apply per item, unless otherwise stated, non-binding, in euros, from the Lahr site, excluding value added tax. List prices for hernia trusses apply for girths of up to 105 cm, unless otherwise stated. The following surcharges apply for larger sizes:

110–115 cm = 10%; 120–125 cm = 20%; 130–135 cm = 30%; 140–145 cm = 40%; etc.

List prices for abdominal trusses apply for girths of up to 100 cm, unless otherwise stated. The following surcharges apply for larger sizes:

105–110 cm = 10%; 115–120 cm = 20%; 125–130 cm = 30%; 135–140 cm = 40%; etc.

Customised and made-to-measure items are charged at list price plus 30%, plus any additional expenses or additional material needed. Insufficient delivery shall not be paid for.

§ 3 Transport costs, transfer of risk

1. We charge for packaging, postage costs and any insurance costs accrued. We deliver free of charge anywhere in Germany from a net goods value of EUR 500.00; for deliveries outside Germany, we deliver free of charge to the German border.

2. We send all deliveries at the cost and risk of the purchaser.

§ 4 Retention of title

The goods delivered remain our property until full payment is received.

§ 5 Payment conditions

Invoices are payable as follows:

1. Within 10 days of invoice and goods shipment at a discount of 4%;

2. Between the 11th and 30 day after invoicing and goods shipment at a discount of 2.25%;

3. Between the 31st and 60th day after invoicing and goods shipment net.

4. Where direct debit is used (charged on the 20th of the month), we grant a discount of 4%.

§ 6 Notifications of defects, warranty, compensation

Our products are produced with the greatest care and using high-quality materials. We therefore provide a warranty for the statutory period that our goods are free from material defects at the time of sale. The customer shall check the goods for design, defects, condition and quantity immediately upon receipt. Any defects detected must be reported to us in writing no later than within ten days of receipt of the delivery item; otherwise, the warranty shall not apply to these defects. Wear and improper handling are excluded from this warranty. Examples of this include attrition during normal use, wear due to excessive skin perspiration, improper adaptation, alteration of the goods, cleaning in a way that is inappropriate for the material, body weight load on orthoses not intended for the purpose etc. In case of warranty, we are entitled to later improvement free of charge. A partial or complete replacement is permissible. Where defects are not eliminated within a reasonable period, the purchaser is entitled to change or price reduction.

§ 7 Validity

This price list supersedes all previous list prices.

§ 8 Returns

We accept the return of non-defective goods for refund or exchange only after prior agreement, in the original packaging and within one month. The return must be accompanied by a copy of our invoice and the reason for return must be stated. Where items are returned or exchanged more than one month after the invoice date, we charge a processing fee of 10% of the goods value or EUR 5.00, whichever is higher. More than two months from the invoice date, we charge a processing fee of 20% of the goods value or EUR 10.00, whichever is higher. Returns shall be free of charge for us. Non-prepaid shipments will not be accepted. Customised, made-to-measure and oversized items produced at the explicit request of the customer are excluded from exchange or refund.

§ 9 Place of fulfilment, place of jurisdiction

1. The place of fulfilment for delivery and payment is Lahr/Schwarzwald.

2. The place of jurisdiction is Lahr/Schwarzwald.

§ 10 Miscellaneous

For all incidents not specifically listed here, the „Harmonised Conditions for the Clothing Industry“ shall apply.