

Terms of Service

Contractual conditions that are within the scope of purchase contracts and orders from the **Oriplast Krayer GmbH**, hereinafter referred to as „Oriplast“ - , between

the **Oriplast Krayer GmbH**, Hermannstrasse 150, 66538 Neunkirchen, Saarbrücken, Deutschland, Tel.: (0) 68 21 / 80 47, Fax: (0) 68 21 / 82 61, Mail: info@oriplast.de registered in the commercial register of the district court of Saarbrücken under HRB 91421, represented by its managing director Alexander Sauerwein, VAT number: 030/115/01698, VAT ID number: DE138037412

- hereinafter "provider" -

and the customer specified in § 1 of the contract

- hereinafter "customer" -

getting closed.

§ 1 Contractual scope and definitions

(1) The terms and conditions apply regardless of whether the customer is a consumer, entrepreneur or merchant. They apply to the conclusion of all sales contracts, unless the sales contract has been concluded via the web shop (www.sfmedical.eu) or a digital sales platform such as Amazon, Ebay or similar sales platforms. In this case, the general terms and conditions agreed there apply.

(2) For the business relationship between the provider and the customer, the following General Terms and Conditions of Business apply exclusively in the version valid at the time of the order. Deviating general terms and conditions, general terms and conditions of purchase of the customer are not recognized, unless the provider agrees to their validity expressly in writing.

(3) The customer is a consumer, as far as the purpose of the ordered deliveries and services cannot be predominantly attributed to his commercial or independent professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity, who concludes the contract by exercising on his commercial or independent professional behalf.

§ 2 Conclusion of contract and further processing

(1) Our offers are subject to change and non-binding. The order placed by the customer shall be deemed to be a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days of its receipt by us.

(2) Acceptance shall be effected by the order confirmation sent to the customer.

(3) The text of the contract will be stored in compliance with data protection. We may process and store the data relating to the respective purchase contracts insofar as this is necessary for the execution and handling of the purchase contract and as long as we are obliged to store this data on the basis of legal regulations.

(4) The further processing of the products sold by the provider requires the prior written consent of the provider. If such is not available, the provider is not liable for any damages incurred. In the case of permitted further processing, the liability of the provider results from §§ 10 seq.

§ 3 Documents handed over

We reserve the property rights and copyrights to all documents provided to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings etc. These documents may not be made accessible to third parties unless we give the customer our express written consent. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 Delivery period

(1) The delivery period is determined by the order confirmation. However, the delivery period shall not commence before the Customer has provided the Provider with all documents necessary for the fulfilment of the order.

(2) The delivery dates stated by the Provider are non-binding unless they have been expressly confirmed in writing by the Provider as "binding delivery dates".

(3) The delivery deadline is deemed to have been met if readiness for dispatch has been notified by the time it expires or the delivery item has left the factory.

(4) If the customer is in delay of acceptance or if he culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to make further claims. Insofar as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in delay of acceptance or in delay of payment.

(5) The delivery period shall be extended in the event of measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as in the event of unforeseen obstacles beyond our control, e.g. operational

disruptions, delays in the delivery of essential materials, insofar as such obstacles can be proven to have a considerable influence on the delivery of the delivery item. This also applies if the circumstances occur with subcontractors. The delivery period shall be extended in accordance with the duration of such measures and obstacles.

(6) Delays in delivery that occur for reasons described in §4 para. 3,4, as well as in situations that would fall under the aspect of force major, such as flood, fire, earthquake, act of God or similar, are beyond the control of the supplier. The Provider cannot be held liable for a delay in delivery for such reasons, nor for any resulting damage to the Customer and/or third parties. In such a case the provider will inform the customer as soon as possible about the delay and the expected new delivery date.

(7) We are also not responsible for the aforementioned circumstances if they occur during an already existing delay. In important cases, we will inform the customer of the beginning and end of such obstacles as soon as possible.

(8) Partial deliveries shall be permissible within the delivery periods specified by us, provided that no disadvantages for use result therefrom.

(9) In the event of delay, the customer shall grant the provider a grace period of at least one month.

(10) Apart from this, in the event of a delay for which the Provider is responsible, each customer is only entitled to assert further claims if a grace period of one month set by the customer after the occurrence of the delay has passed to no avail.

(11) In the event of a claim for damages, the Provider is liable to the Customer for a maximum of 100% of the contract value. The provider explicitly excludes all further liability claims of the customer or third parties, provided this is possible according to German law.

(12) If the provider is in delay of delivery, the customer can demand lump-sum compensation for his damage caused by the delay. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but not more than a total of 5% of the delivery value of the goods that are delivered late. The supplier reserves the right to prove that the customer did not suffer any damage at all or that the damage was considerably lower than the aforementioned lump sum.

§ 5 Scope of delivery & cancellation costs

(1) The scope of the delivery is determined by the contract.

(2) We reserve the right to make design or form changes that are due to the improvement of technology or to legal requirements during the delivery period, insofar as the delivery item is not significantly modified and changes are deemed reasonable to the Customer.

(3) If the customer withdraws from a placed order without justification, we can demand a claim of 20% of the sales price for the costs caused by the processing of the order and for the loss of profit, without regard to the possibility of claiming compensation for even greater actual losses. The customer reserves the right to provide evidence of a smaller loss.

§ 6 Delivery, availability of goods

(4) If at the time of the order no copies of the product selected by the customer are available, the supplier will inform the customer of this immediately in the order confirmation. If the product is permanently unavailable, the Provider shall refrain from a declaration of acceptance (order confirmation). In this case a contract does not become effective.

(5) If the product designated by the Customer in the order is only temporarily unavailable, the Provider shall also inform the Customer of this immediately in the order confirmation.

(6) The following delivery restrictions apply: The provider only delivers to customers who have their habitual residence (billing address) in one of the following countries and who can provide a delivery address in the same country: Countries of the European Union, Switzerland.

(7) In the case of orders from customers living or having their place of business abroad or if there are justified indications of a risk of non-payment, we reserve the right to deliver only after receiving the purchase price plus shipping costs (reservation of advance payment). If we make use of the reservation of advance payment, we will inform you immediately. In such a case, the delivery period shall commence upon payment of the purchase price and the shipping costs.

(8) We are entitled to make partial deliveries, as long as this is reasonable for the customer.

(9) If the customer orders a special order or a product according to his own specifications or specifications deviating from the standard, the supplier will inform the customer immediately. If such a design is temporarily unavailable, the Supplier shall inform the Customer of this immediately in the order confirmation. If the desired specification should be permanently unavailable or cannot be executed by the Supplier, the Supplier shall refrain from issuing an order confirmation and no contract shall be concluded.

(10) In the case of special orders, custom-made products and product designs that deviate from the standard design of the supplier, the supplier reserves the right to change the price. The supplier will inform the customer of this price change immediately. If the customer does not agree to the price change, the company can refrain from concluding a contract by means of an order confirmation.

(11) The provider reserves the right to invoice and charge the customer separately for any further costs incurred, such as special transport or storage and warehousing according to customer requirements.

§ 7 Retention of ownership

- (1) The delivered goods remain the property of the supplier until full payment has been received.
- (2) Without our prior written consent, the customer is not entitled to resell the goods delivered by us and which are still subject to retention of ownership.
- (3) If the customer acts in breach of contract, in particular in case of default of payment, we shall be entitled to take back the goods after a reminder and the customer shall be obliged to surrender them.
- (4) The assertion of the reservation of title as well as the seizure of the delivery items by us shall not be deemed to be a withdrawal from the contract, unless the provisions of the Consumer Credit Act apply or this is expressly declared by us in writing. In the case of use towards merchants, a legal entity under public law or a special fund under public law, the following shall also apply:
 - a. The customer is entitled to resell the delivery items in the usual course of business; however, he already at this point assigns to us all claims in the amount of the purchase price agreed between us and the customer (including VAT) which accrue to the customer from the resale, irrespective of whether the delivery items are re-sold without or after processing. The customer is authorised to collect these claims after their assignment. Our authority to collect the claims ourselves remains unaffected by this; however, we undertake not to collect the claims as long as the customer properly fulfils his payment obligations and is not in default of payment. If this is the case, however, we can demand that the customer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
 - b. The processing or transformation of the goods by the customer is always carried out by the customer for us. If the delivery items are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing.
 - c. If the delivery items are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other mixed items. The customer keeps the co-ownership for us.
 - d. The customer may neither pledge the delivery items nor assign them as security. In the event of seizure, confiscation or other dispositions by third parties, the customer must inform us immediately and provide us with all information and documents required to protect our rights. Enforcement officers or a third party must be informed of our ownership.
- (5) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the value of the claims to be secured exceeds the value of the securities by more than 20%, provided that these have not yet been settled.

§ 8 Prices, Payment Modalities

- (1) The purchase price and the fees for additional services are due for payment upon delivery or upon leaving the factory. If custom-made products are made according to the customer's instructions, the provider has the right to request payment in advance.
- (2) Unless otherwise agreed in writing, our prices apply ex works plus VAT at the applicable rate. Payment of the purchase price must only be made to the account mentioned overleaf. Deduction of cash discounts is only permitted with a special written agreement
- (3) Unless a written fixed price agreement has been made, price changes due to changed wage, material and distribution costs as well as price adjustments for deliveries that occur 1 month or later after conclusion of the contract are reserved at the discretion of the provider.
- (4) The customer can make the payment in advance, immediate transfer, and with a written agreement on account.
- (5) Interest on arrears is 8% above the respective base rate of the Deutsche Zentralbank p.a. calculated. The assertion of a higher damage caused by default remains reserved. The customer's obligation to pay default interest does not exclude the supplier from asserting further damage caused by delay. Interest on arrears must be paid even without a reminder.
- (6) In the event of suspected payment defaults, the provider reserves the right to suspend the fulfillment of existing or new orders until receipt of payments or to withdraw from payment.
- (7) If the customer is a merchant, a legal entity under public law or a special fund under public law, the withholding of payments is not permitted due to any counterclaims of the customer that we have not recognized, nor the offsetting against such.
- (8) Checks and bills of exchange only count as payment after they have been cashed. The acceptance of bills of exchange always requires a prior written agreement with us. When accepting bills of exchange, the bank discount and collection fees are calculated. They are payable immediately in cash. We charge default interest in accordance with the provisions of §§ 284 ff BGB; the interest rate is determined according to § 288 BGB. The interest is to be set higher if we can prove a charge with a higher interest rate.
- (9) The provider reserves the right to adjust individual payment terms at any time.
- (10) The customer bears all additional costs for possible money transfer. Payments must be made to the provider without any deductions.

§ 9 Shipping costs and risk of transfer

- (1) If the ordered goods have to be dispatched, this takes place from the location of the provider at the expense and risk of the customer. The corresponding shipping costs are communicated to the customer separately for the

order confirmation and are to be borne by the customer, unless otherwise agreed in writing with the provider.

(2) In the absence of separate agreements, the provider is free to choose the transport company and the type of transport. The risk is also transferred to the buyer upon dispatch from the location of the supplier if freight-free delivery has been agreed.

(3) In the event of cancellation, the customer must bear the direct costs of the return.

(4) If the goods are sent to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods passes to the customer when the goods are sent to the customer, at the latest when they leave the factory / warehouse. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

(5) If shipping is delayed due to circumstances for which the customer is responsible, the risk passes to the customer as soon as the goods are ready for shipping. The customer has to bear the costs resulting from the delay (especially storage, expenses). The time of notification of readiness for dispatch is decisive.

(6) The provider is not obliged to insure or have the consignment insured against transport damage, unless he has undertaken a corresponding obligation in writing.

§ 10 Use, misuse and return of goods

(1) The provider specializes in the manufacture of medical products and hereby excludes liability for damage caused by the misuse of its products by trained and untrained users, insofar as this is possible under German law.

(2) The supplier's products are to be used only by trained personnel and exclusively for the intended purpose. If the instructions for use or the information on the packaging of the goods are not observed or the goods are not used for the intended purpose, any warranty is void, insofar as this is legally permissible.

(3) Goods returns are generally excluded. Deviations from this always require a special written agreement with the vendor. If returns of goods are agreed upon between the parties, these are to be carried out free of shipping costs for the vendor. After an assessment by the Vendor of goods classified as resaleable (undamaged packaging and undamaged product), a credit note shall be issued, the amount of which shall be calculated on the basis of the purchase price of the goods less a restocking and restocking discount to be agreed.

(4) Goods that cannot be resold and custom-made products are excluded from return.

§ 11 Warranty for material defects, notification of defects, limitation period

The statutory provisions shall apply to the customer's rights in the event of material defects and legally deficient goods, unless otherwise specified below.

(1) Warranty rights of the customer presuppose that the customer has properly fulfilled his obligations to inspect and give notice of defects in accordance with §§ 377, 381 HGB (German Commercial Code), provided that the customer is an entrepreneur or trader in the sense of the BGB (German Civil Code) and the transaction is a commercial transaction for both parties.

(2) In the case of goods intended for further processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, the supplier must be notified of this in writing without delay. In any case, obvious defects are to be reported in writing within five working days of delivery and defects that are not visible during the inspection within the same period of time after discovery. If the customer fails to carry out a proper inspection and/or report defects, the liability of the provider for the defect not reported or not reported in time or not properly is excluded according to the legal regulations.

(3) Natural wear and tear is in any case excluded from warranty.

(4) The provider is not liable for damages and defects caused by incorrect storage or transport of goods by the customer or a service provider commissioned by the customer. The liability of the provider for damages after the transfer of risk to the customer is excluded.

(5) If the delivered item is defective, the provider can initially choose whether he will provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement). The right of the provider to refuse subsequent performance under the statutory conditions remains unaffected.

(6) The Customer shall give the Provider the time and opportunity required for the subsequent improvement owed, in particular to hand over the rejected goods for inspection purposes. In the case of a replacement delivery, the Customer shall return the defective item in accordance with the statutory provisions.

(7) If the supplementary performance has failed or a reasonable period of time to be set by the customer for the supplementary performance has expired without success or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right to withdraw from the contract.

(8) The customer's claims for damages or compensation for futile expenditure shall only exist in accordance with § 11, even in the case of defects, and shall otherwise be excluded.

(9) The limitation period for legal claims for defects is two years for consumers and starts with the delivery of the goods.

(10) Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims by entrepreneurs is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(11) The foregoing limitation periods of the purchase law shall also apply to contractual and non-contractual claims for damages of the Customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in an individual case. Claims for damages of the customer according to § 11 as well as according to the Product Liability Act, however,

shall be subject to the period of limitation exclusively according to the legal periods of limitation.

§ 12 Liability

(1) Unless otherwise stated in these GTC and the following provisions, the Provider shall be liable for any breach of contractual and non-contractual obligations in accordance with the legal provisions.

(2) The provider is liable for damages - regardless of the legal basis - within the scope of the liability for culpability in the case of intent and gross negligence. In the case of simple negligence, the provider is only liable, subject to statutory limitations of liability (e.g. care in own affairs; minor breach of duty), for

a. for damages resulting from injury to life, body or health,

b. for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in this case, however, liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability mentioned above shall also apply to breaches of duty by or in favour of persons whose fault the Provider is responsible for according to statutory provisions. They do not apply if the provider has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

§ 13 Intellectual property rights

(1) The use of designs, figurative and word marks as well as technical product specifications or similar intangible assets to which the Company is entitled as the originator is not permitted for research, further processing, commercial or other purposes without our express written consent.

§ 14 Additional obligations for merchants

(1) If the purchaser is a reseller, he is obliged to document the transfer of the product in such a way that the product can be traced back to the end customer without any gaps. The purchaser must also impose this obligation on the respective purchaser if the latter is not an end consumer.

(2) The customer in Germany, Europe and worldwide undertakes to immediately inform the provider of any kind of incidents and complaints from his field of activity (e.g. customers, authorities, users, doctors, service personnel) where the incident is analysed and evaluated by the QM department and the safety officer. The safety officer decides on the further procedure and informs the supervisory authorities if necessary.

(3) In case of a recall, the customer is obliged to inform all end users who have received this article of the supplier about the recall, to take back the defective goods or to confirm its destruction by a protocol.

§ 15 Final provisions

(1) The law of the Federal Republic of Germany shall apply exclusively to contracts between the provider and the customer, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the provider's registered office.

(3) The contract remains binding in its remaining parts even if individual points are legally ineffective. Instead of the ineffective points, the legal regulations, if any, shall apply. However, if this would represent an unreasonable hardship for one of the contracting parties, the contract as a whole shall not become invalid.

(4) If the customer is based abroad, the law of the Federal Republic of Germany shall nevertheless apply, excluding the UN Convention on Contracts for the International Sale of Goods.

§ 16 Place of jurisdiction

(1) If the customer is a merchant, a legal entity under public law or a special fund under public law, the registered office of the provider shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. All obligations arising from the contractual relationship shall be performed at the registered office of the Provider - Neunkirchen.

§ 17 Reference to right of revocation and revocation instruction

(1) If you are a consumer (i.e. a private individual who places an order for a purpose that cannot be attributed to your commercial or self-employed professional activity), you have a right of withdrawal in accordance with the legal provisions.

(2) If you as a consumer make use of your right of revocation, you have to bear the regular costs of the return shipment. In all other respects, the provisions set out in detail in the following cancellation policy shall apply to the right of cancellation:

- Right of cancellation -

You have the right to cancel the contract within fourteen days without stating any reasons.

The revocation period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took or has taken possession of the goods.

In order to exercise your right of withdrawal you must inform the supplier [Oriplast Kraye GmbH, Hermannstrasse 150, 66538 Neunkirchen, Saarbrücken, Deutschland, Tel.: (0) 68 21 / 80 47, Fax: (0) 68 21 / 82 61, Mail: info@oriplast.de] by means of a clear statement (e.g. a letter, fax or email sent by regular post) of your decision

to withdraw from this contract. You may use the attached model revocation form for this purpose, but this is not mandatory. You may also fill out and submit the sample revocation form or other clear declaration electronically on our website [www.sfmedical.de]. If you make use of this option, the provider will immediately (e.g. by email) send you a confirmation of receipt of such a revocation.

In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

Consequences of revocation

If you revoke this contract, the Supplier shall repay all payments received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a delivery method other than the cheapest standard delivery offered by the Supplier), immediately and at the latest within fourteen days of the day on which the Supplier received notification of your revocation of this contract. For this refund, the Supplier shall use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event shall you be charged for this refund. The Supplier may refuse to refund you until he has received the Goods or until you have provided proof that you have returned the Goods, whichever is earlier.

You must return or hand over the goods to the Vendor immediately and in any event no later than within fourteen days of the date on which you notify the Vendor of the cancellation of this Agreement. This period is deemed to have been observed if you send the goods before the end of the fourteen-day period.

You bear the direct costs of returning those goods.

You only have to pay for a possible loss of value of the goods if this loss of value is caused by you not handling the goods in such a way that it is not necessary for examining their condition, properties and functionality.

- End of the cancellation policy -

Unless the parties have agreed otherwise, the right of withdrawal does not apply to the following distance contracts

(1) for the delivery of goods which are not prefabricated and for the production of which an individual selection or determination by the customer is decisive or which are clearly tailored to the personal needs of the customer,

(2) for the delivery of goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery,

(3) For the delivery of goods that deteriorate quickly or whose expiration date would be quickly exceeded,

(4) A sample cancellation form can be found at the end of the General Terms and Conditions.



The current version of the "Terms of Service" is available here

<https://oriplast.de/AGB>

Alternatively you can scan the QR Code

Rev. 1.02 17.02.20

Sample cancellation form

According to the legal regulations, the provider provides the following information regarding the sample revocation form: Sample cancellation form (If you want to cancel the contract, please fill out this form and send it back)

Oriplast Kraye GmbH,
Hermannstrasse 150,
66538 Neunkirchen,
Saarbrücken, Deutschland,
Tel.: 0 68 21 - 80 47,
Fax: 0 68 21 - 82 61,
Mail: info@oriplast.de

Hereby I/we (*)

cancel the contract concluded by me/us (*) for the purchase of the following goods (*)

Ordered on (*) _____

Received on (*) _____

Name of the customer(s) _____

—

Order number/document number (*) _____

Address of the customer(s) _____

—

Signature of the customer(s) (only required for paper-based notification)

Date _____

(*) To be removed where inapplicable