

# Bohlender GmbH

## General Conditions of Sale

### General

- The following conditions of sale are contract parts of all our business transactions. These conditions are expressly accepted by the customer when placing an order.

### Quotations

- All quotations are without obligation. Verbal agreements are only valid after being confirmed by us in writing.

### Delivery

- In general, delivery times are short-termed. Delivery dates or periods of delivery that have been promised or planned shall only be valid as approximate dates or periods. There shall be no claims for compensation or no rights of withdrawal arising out of consequences of the delay and/or default.
- If we still have any further claims against the customer or later on, being informed of his eventual insolvency, we shall be able to delay delivery till clarification of this matter, or even to refuse it. Dates, periods and times of delivery are ex works. We shall not be held liable for damage suffered during transport.
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- Cases of force majeure, walkout, lockouts, interruption of operation, lack of raw materials and operating materials, delivery failures on the part of our suppliers for which we are not responsible shall approximately extend the period of delivery and/or shall release us from the obligation to deliver the goods, provided that delivery has thus been made impossible.
- As soon as we have started ordering the materials or working on the items, all orders given to us can no longer be cancelled.
- Our supply quantities shall be subject to plus or minus 10% of the quantity ordered. The customer shall be obliged to accept the surplus or deficiency.
- In case of orders on call, delivery is to be taken of the full amount within 6 months, unless otherwise agreed upon.
- We can store the important details concerning order handling on computer. Direct shipments to the end users are only made exceptionally. The fee for such a shipment is at least 15 Euro.

### Prices and Payment

- Our prices are quoted in Euro, ex works BOLA, without VAT, packing and other expenses not included.
- Payments shall be made cash net without deductions, without delay and within one month after sending the invoice (date of despatch) at the latest.
- If the date of payment is exceeded, we shall be entitled to charge at least the usual bank interests for a current account on the amount of the invoice for the period of delay.
- For reasons of handling the minimum order quantity is 50 Euro net per order. For smaller orders we have to charge you for a fee of 15 Euro.
- Our invoices are only sent electronically (fax/email).

### Warranty and Damages

- Within one week on receipt of goods the customer must complain in writing any hidden defects he discovered in course of the ordinary checking process.
- In the event of a justified and duly-submitted complaint of evident or hidden deficiencies respectively, or the lack of warranted properties, we shall, at our discretion and free-of-charge, repair, restore, touch up, replace or substitute those parts that have become unserviceable, ascertainably as a result of a cause prior to the transfer of risk, in particular, as a result of faulty manufacture, poor material quality or deficient processing.
- The customer shall only be entitled to plead warranties of properties when we have expressly stated these to him in writing. Data given in advertisements - and particularly in catalogues - shall be non-committing and shall not constitute a warranty of properties.
- Warranty claims for foreign products that are re-sold by us without further processing shall be invalid. We shall, however, relinquish our own claims to guarantee against the supplier of the foreign products of the customer.

### **Return of Goods, Stocking of Spares**

- Returns are only accepted with our explicit prior consent which can only be given in case of justified claims or supplies not conforming with order specifications. A reduction of the invoice amount is permitted - the reimbursement is effected by credit note.
- Proper shipped goods can only be returned:
  - a) after our prior consent -
  - b) if the value of the goods is at least 50 Euro per line
  - c) if the goods have not yet been used
  - d) if the goods reach us in good condition and in original packing.The costs for the return are charged to the customer.  
The reimbursement under these conditions is effected by credit note deducting discounts and
  - a) administration fees of 30 % of the net amount or
  - b) at least 30 Euro.In so far as we are obliged to stock spares for any legal reason whatsoever, this obligation shall terminate one year after the delivery of the item for which the spare part is required.

### **Prohibited Use, No Liability**

- All finished articles and semi-finished items made of fluoropolymer materials - either manufactured or re-sold by us - are not designed or made for the implantation in a human body or for the contact with human liquids or tissues. Thus, a use of such materials in medical and/or dental fields is not recommended by us. We also advise against deriving any suggestions, promises or warranties - neither implicit nor explicit - in connection with the application and safety of those materials. Therefore we cannot accept responsibility or liability for any damage.
- The data published in our documentation (catalogues, brochures, homepage etc.) base on our respective information as well as on currently available literature and information of the raw material manufacturers. They have to be considered as not binding and do not claim to be complete. We advise against deriving any arbitrary assumptions or interpretations from our catalogue regarding certain properties of materials or product applications. The user is not released from observing the respective security instructions.

### **Reservation of Proprietary Rights**

- The goods supplied shall remain our property until full payment has been made.

**Place of performance: Grünsfeld/Germany.**

**Place of jurisdiction shall be for both parties: Tauberbischofsheim/Germany.**