

# General terms and conditions

## Sales and delivery conditions of TMP

### **General delivery conditions:**

Our General Terms and Conditions shall exclusively apply. We do not accept any terms and conditions of the other contracting party contrary to or deviating from our own unless we have expressly agreed to this in writing.

These Terms and Conditions shall even apply in the event that we effect a delivery without reservation despite being aware of conditions of the ordering party that are contrary to or deviating from our Terms and Conditions.

All agreements made with other contracting parties for the purpose of performing this contract shall be laid down in writing as part of the contractual instrument.

Our sales conditions shall also apply to all future business deals with the other contracting party.

### **Prices:**

All prices that we quote are to be understood as ex works Linz, Austria and exclusive of value added tax, to the extent that nothing is otherwise expressly mentioned. The prices are non-binding.

### **Payment:**

The payment conditions can be taken from the agreed upon contract. If not payment condition has been agreed upon, then payment is due upon delivery without deduction or discount.

TMP is allowed to make COD deliveries.

In the case of delay of payment, all payment reminders, collection costs and interest in the amount of 1% per month will be due.

If the ordering party is in default with its payments, TMP shall be entitled to postpone the performance of its own obligations until payment of the outstanding payments, or set a deadline for payment and after unsuccessful expiry thereof terminate the contract.

The retention of payments on the grounds of alleged counterclaims on the part of the ordering party and set-off with such is only permissible if we have acknowledged such claims in writing. If there is a delay in our performance of an obligation on which a payment depends, such payment shall be made on the original date irrespectively.

Possible deferments of payment are granted on the condition of the adherence to the agreed upon time fixed for payment. In case of the delay from there, all demands become immediately due without consideration for the days of maturity.

### **Delivery:**

Despatch will always be on an "Ex Works" basis for the account, and at the risk of, the Buyer, even if the costs of delivery have been accepted by us as the result of specific agreements. Any insurance coverage there may be, will only be taken out at the express wish, and for the account, of the Buyer. We shall also be entitled to make partial deliveries and to raise invoices for them without separate agreement.

### **Delivery periods:**

Delays in the agreed delivery periods as a result of force majeure of every type, in particular also caused by strikes, a delay in the delivery of raw materials to us etc, will not substantiate any claim by the Buyer to compensation or his right to withdraw from the contract. Events for which we are not to blame shall entitle us to postpone delivery by the duration of the hindrance plus an appropriate start-up time.

**Warranty (Liability):**

The Buyer shall be obliged to check the goods when he receives them to check that they are complete and in accordance with the contract.

The person processing the goods shall be responsible for handling and processing the goods properly. In the event that defects come to light during or following handling or processing, it will be assumed that these defects have occurred within the scope of his responsibility. For this reason he shall, as a matter of principle, be responsible for the claims raised by the end user.

For safety reasons we can only accept return shipments of used instruments in case they are delivered in sterile condition to us.

The supplier can only be made liable to recourse if it can be proven in a given instance that he is specifically to blame. The supplier shall be to blame for intent and gross negligence. The supplier shall have no other liability.

**Verbal agreements (ie. telephone conversations):**

Verbal agreements are only then valid once being confirmed in writing by us.

**Retention of title:**

All goods delivered by us to the Buyer shall remain our property until all our accounts receivable have been paid in full, even if the purchase price has been paid for specific accounts. The Buyer's account receivable from the resale of goods which are subject to a retention of title shall be assigned to us here and now, and to be more precise, regardless of whether the goods subject to retention of title are sold on in an unchanged condition or whether they are sold on to one or more buyers. The Buyer shall only be entitled to sell on the goods subject to a retention of title under the proviso that claim to the purchase price from the resale is passed over to us. He shall not be entitled to dispose of the goods subject to retention of title by other means (he must not pledge them or transfer ownership of them by way of security).

Until revocation, the Buyer shall be entitled to collect the accounts receivable created from selling on the goods. At our demand he shall be obliged to provide us with information on all accounts receivable assigned in accordance with this number, in particular a list of debtors together with their names and addresses, the amount of the accounts receivable and the date on which the invoice was presented. The Buyer must notify us immediately if a levy of execution or other impairment has been carried out by third parties.

**Place of fulfilment and court of jurisdiction is Linz, Austria.**