

General terms and conditions

Endoscope Complete Services GmbH & Co. KG

(As amended on 25.01.2012)

Note

This translation is provided for your convenience and only the German language version of these terms and conditions are legally binding.

1. General

These conditions apply to all orders placed with Endoscope Complete Services GmbH & Co. KG (hereinafter called the contractor), the repair and maintenance of medical Instruments, particularly endoscopes (hereinafter called instruments). The clients terms and conditions will not form any part of this contract, even with knowledge thereof, unless explicitly agreed in writing.

2. Repair

Unless previously otherwise agreed, an estimate will be issued for the repair of an instrument and sent to the client for approval. This does not apply to minor repairs up to an amount of € 400.00 net, where the repair will be carried out automatically. The preparation of the estimate will be made on the basis of an analysis by sight or a partially disassembled Instrument. A repair will only be carried out after the receipt of a written repair order. If during the repair, other defects or additional expenses are found we will inform the customer and the repair will only continue on the receipt of a new written repair order, if the additional repair is more than 10% of the original quote. If the additional repair is less than 10% of the original quote, the repair will be performed without notifying the client. The charged repair will be billed a separate shipping fee. The quote is null and void if the repair order is not received within 1 month of sending the estimate.

3. Unrepaired returns

If a repair order is not granted, the instrument will be returned unrepaired and a handling fee will be applied to the amount of € 95.00 plus VAT and shipping. For unrepaired Endosono-Endoscopes, TEE probes and other ultrasonic devices, the processing fee is € 280.00 plus VAT and shipping. If a repair order is not received within 4 weeks of issuing the estimate it is deemed as not approved. Furthermore the contractor reserves the right to bill a rental fee of up to € 60.00 per day plus VAT, for loaner instruments requested by the client and in the event of the repair not being concluded, calculated from the date of the sent estimate.

4. Delivery period

We make every effort within our means, to execute a repair as soon as possible. Clients desired repair time and the contractors repair or delivery time is not binding, unless otherwise agreed.

5. Shipping

Unless otherwise agreed, delivery is "Ex-works". The return of the submitted instruments will be carried out by our forwarder, provided that nothing else has otherwise been agreed. Costs for any additional requirements, will be borne by the client.

6. Warranty

The customer must immediately inform the contractor in writing of any defects. The client has to return the instrument to the contractor, in accordance with the contractors instructions. The cost will be paid by the contractor or collected by an authorised forwarder. The period of warranty shall be extended by the period that the instrument was unusable. The defect liability from a seller of an instrument is not affected. The contractor is obliged to transfer any claims resulting from transport damage against the forwarder to the client

7. Liability

If, according to the aforementioned rule, our liability for damage is excluded or limited, this also applies to all other claims, including claims for faults at the conclusion of the contract, breach of obligations, in particular to claims from producer liability pursuant to § 823 BGB. This does not apply to claims in accordance with §§ 1.4 product liability law (personal injury or damage to items for personal use). In as much as our liability is excluded or limited, this also applies to the personal liability of our employees, representatives and agents.

8. Payment

Repair bills are payable without discount upon receipt, at the latest when accepted according to item 6.

9. Retention of title

As far as delivering replacement parts or other merchandise, that are not part of a repair or installation, these parts will remain the contractors property until full payment of the invoice.

10. Loan instruments

On request we provide a loan instrument for the duration of the repair. For this purpose, the client bears only the cost of shipping, which will be billed separately. The client has to send the loan instrument back, at the latest within five working days after acceptance of the repair according to item 6. From the sixth day, the contractor reserves the right to invoice € 60.00 plus VAT for each additional day. Damage to the loan instrument, which is not the fault of the client, will be borne by the contractor. Damage to the loan instrument, caused by the client, or non returned accessories, shall be invoiced to the client.

11. Court of Jurisdiction

Place of execution for all claims arising from this contract is Dassow. Place of jurisdiction for all disputes arising from this contract is Schwerin.

12. Severability clause

In the case of a clause in the contract being invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.