1. **General Scope**
The following conditions apply to all offers, deliveries and services and are agreed part of all contracts concluded with us, whether through written, verbal or telephone orders. Conflicting conditions of our customers are excluded. Following general terms and conditions apply exclusively.

2. **Offers**
Our offers are non-binding, if nothing else has been explicitly agreed upon.

3. **Purchase Orders**
Purchase orders and corresponding terms are accepted by our order acknowledgement. Products, quantities, prices and terms mentioned in the order acknowledgement are binding. Amendments are only accepted after written confirmation by us. Order quantities must be in complete packing units. Cancellation of confirmed orders by the purchaser requires our written approval. Compensation charges might arise from such cancellation.

4. **Prices**
Our current price list applies. All prices are in EURO (€), net (excluding value added tax), ex works, plus packing costs and insurance.

5. **Delivery**
Delivery is FCA Sulz a.N. (Incoterms 2020). The delivery times stated by us are non-binding and determine the time by when the goods will be ready for dispatch. Part deliveries are permitted. No claims can be asserted against our company for the consequences of delayed or missing deliveries.

6. **Payment Terms**
Our invoices are payable without any deduction and within the agreed payment period. Any discounts are only admissible if mentioned in the invoice. We reserve the right to demand advance payment. We also reserve the right to add interest and dunning fees on payment delays.

7. **Traceability / Vigilance**
The distributor and its representatives are obliged to establish a system for full product surveillance and traceability of medical devices to users respectively customers. The customer shall inform us immediately of any complaints, incidents or other events and market observations regarding our products.

8. **Warranty / Liability**
The buyer must check the delivery immediately and must report all defects and missing goods within one week after receipt in written form. Hidden defects must be notified immediately after detection. We provide a warranty for a period of 12 months from the date of delivery for the proper functioning of the products supplied by us and for their durability when handled properly. For energetically operated devices like Tourniquet Devices and Pressure Infusors, Manujet, Cuff Controller as well as for Cuff Manometers, a warranty period of 24 months from the date of delivery applies.

9. **Return of goods / Goods for trial**
The goods supplied by us can be returned after consultation and permission within 30 days from invoice date. Excluded are special procurements, customized products and sterile products according to MDD/MDR. The goods must be returned unopened in their undamaged original packaging. We reserve the right to charge a handling fee. For more information, please refer to our terms of service conditions on our homepage [www.vbm-medical.de](http://www.vbm-medical.de).

10. **Retention of title**
We retain title to all goods supplied by us until full payment of the purchase price.

11. **Place of fulfilment and jurisdiction**
Sulz a.N., Germany is the place of fulfilment for all deliveries and services of the contracting parties. Any controversy, claim, or dispute not settled by arbitration shall be litigated before the competent courts at the place of business of VBM. The contractual relationship is determined exclusively by the commercial arbitration rules of Germany.

Oct. 2020