

# **General Terms and Conditions of EBMB Digital GmbH**

## **1. General**

These Terms and Conditions apply to all business transactions between EBMB Digital GmbH (EBMB) and the buyer, even if not referred to on subsequent offers, orders, delivery notes or other documents. Any contradictory conditions on the part of the buyer shall only be valid to the extent that they have been explicitly accepted by EBMB in writing. The buyer may only rely on the conditions which differ from these terms if and in so far as these have been accepted in writing by EBMB. No separate terms and conditions can be enforced by the buyer. We hereby expressly object to any Terms and Conditions of the buyer that conflict with our General Terms and Conditions. Deviating conditions of the buyer shall, even if we are aware of these – not become part of the contract through our silence or our delivery.

## **2. Offers and Prices**

All offers and prices of EBMB are subject to change and without obligation unless they are not explicit marked as binding.

Our prices are understood to be net prices plus the respective legal value added tax, packaging, freight costs, customs and other fees and charges. All offers and prices can be modified at any time without prior notice, if the price adjustments are due to our suppliers, manufacturers or other intermediaries.

## **3. Purchase Orders**

EBMB reserves the right to reject and refuse the purchase order. Acceptance of any purchase order will only be given by EBMB when the buyer has received an order confirmation in writing, or rather the purchase order has been carried out immediately. In case the buyer should not agree with the order confirmation, he has to inform us immediately otherwise the order confirmation is regarded as accepted and the contract will be concluded according to the order confirmation.

Goods that EBMB marks as NCNR “non-cancellable, non-returnable” can neither be cancelled nor reclaimed or returned.

## **4. Payment Terms**

Invoices are payable on the due date stated on the invoice without any discount or deduction, unless EBMB has agreed to contradictory payment terms in writing, which can only be done by the managing director. EBMB reserves the right to adjust prices before the delivery, if the price adjustments are due to our suppliers, manufacturers or other intermediaries.

If the buyer is in default of payment, EBMB reserves the right to withhold further deliveries to the buyer and all further payments are due immediately. In case of a default of the buyer the buyer will be charged with the default interest plus reasonable attorney and collection costs. This will be the maximum rate allowable under applicable law.

EBMB reserves the right to modify the terms of payment if the buyer is in default.

Bills of exchange and cheques are in principle not accepted by EBMB. All payments should be made to the bank account listed on the invoice by EBMB.

## **5. Delivery Terms**

Stated delivery times and dates are non-binding. Delivery schedules specified by EBMB will count as binding and agreed upon only if EBMB confirms this in writing to the buyer. The shipment and the stated delivery dates take place under the reservation that EBMB is supplied correctly, in time and completely with regard to the ordered goods.

Deliveries are all EXW ex works at the expense of the buyer in accordance with INCOTERMS 2020, unless otherwise confirmed in writing by EBMB. In the event that EBMB is unable to comply with the obligations relating to the delivery of the products due to a Force Majeure, the agreed terms will be prolonged adequately, at least by the delay, caused by these events. Claims for damages or cancellation by the buyer are not justified.

## **6. Transfer of Risk**

The risk passes to the buyer as soon as the goods have been transferred to the transportation company, or as soon as they have left our warehouse. This also applies to partial deliveries.

The selection of a carrier is made by EBMB, unless otherwise confirmed in writing by EBMB.

Costs for a transportation insurance requested by the buyer will be borne by the buyer.

## **7. Retention of Title**

The delivered goods shall remain our property until such time as the purchase price and all other claims of whatever sort arising from the business relations between EBMB and the buyer are paid in full.

The buyer shall undertake to insure the goods delivered subject to retention of title and is especially obligated to insure them at his own cost at replacement value against fire and water damage and theft.

At the same, the buyer cedes as of now all rights to claim compensation from this insurance; EBMB hereby accepts the transfer of these rights.

The buyer is only authorized to resell the conditional goods under the condition that the claim to the selling price from the resale of the conditional goods be assigned to EBMB. In the case of seizure and confiscation or other third-party disposal, the buyer shall be required to inform EBMB in writing immediately.

The buyer transfers the debt arising from the resale of the reserved goods to EBMB in full, regardless of whether the goods subject to retention of title were sold without or after processing. EBMB hereby accepts the transfer of these rights.

## **8. Material Defects, Restrictions on Use and Liability Disclaimer**

The buyer has to report in writing any obvious defects immediately, though at the latest within 7 days of receipt of the goods. Late reports will not be accepted. Latent defects must be reported immediately in writing by the buyer after discovery, though at the latest within 6 months.

Returned goods shall only be accepted insofar as EBMB has sent a complaints number (RMA number) to the buyer beforehand. The buyer must afford EBMB the time and opportunity required to examine any reported defects and to remedy them, or delivering an item which is free of defects, or the reimbursement of the purchase price, within a reasonable period. In addition, the buyer must provide tests, reports and error analysis to EBMB. In case the reported claims are not due to EBMB, their suppliers or other intermediaries, the buyer has no right to seek compensation for damage.

The agreed quality of our products in accordance to §434 BGB (Federal Common Law) shall exclusively apply to the specifications of the individual datasheets of the manufacturers. EBMB does not provide any guarantee for the quality or the durability of the delivered goods. The delivered goods are exclusively designed for the use defined by the respective manufacturer. This use does not include the use in life-supporting or life-saving medical devices, in military systems or for other purposes, where a malfunction of the goods may, within reasonable assessment, lead to life-threatening situations or cause catastrophic consequential damage.

## **9. Court of Jurisdiction**

Court of jurisdiction for all disputes arising under and in connection with this contract is Mannheim/Germany. German law shall apply.

## **10. Salvatorische Klausel**

If any provision of the present General Terms and Conditions is held to be unenforceable, the enforceability of all remaining provisions shall not be affected thereby. The invalid regulation will be replaced by a regulation coming closest to the intended purpose of the invalidated regulation.