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## Letter of authorization

Tuttlingen, 11. Juli 2022

We, Messrs. ANDREAS HETTICH GmbH & Co. KG, Föhrenstrasse 12-18, 78532 Tuttlingen, Germany, hereby confirm that the company

UAB Mediq Lietuva  
Kolektyvo g. 15  
08314 Vilnius  
Lithuanian

is authorized to act as one of our agents in Lithuanian and is duly appointed to quote and supply our range of products.

Unless recalled, this agreement will be valid for a period of 12 months with effect from 11.07.2022.

We deliver according to our General Conditions of Sale and Delivery as enclosed. As far as legally permissible, the local court of Tuttlingen shall be deemed agreed as the exclusive court of jurisdiction. See article 17. Rights to claim compensation under section 89b of the German Commercial Code (HGB) are excluded.

Yours faithfully

Andreas Hettich GmbH & Co. KG

I.V.   
Dr. Peter Kunze  
Head of Sales & Marketing  
**Andreas Hettich GmbH & Co. KG**  
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## **General terms and conditions**

### **Article 1 Scope**

1. The Seller's deliveries, services and offers shall be made exclusively on the basis of the present terms and conditions of business. These thus apply to all future business relations, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted at the latest upon acceptance of the goods or service. A confirmation on the part of the Buyer which makes a reference to its own terms and conditions of business and purchase is herewith repudiated.
2. Deviations from these terms and conditions of business shall be effective only if the Seller has confirmed them in writing.
3. All declarations relating to legal transactions must be in writing. The simple electronic form (Article 127 III BGB (German Civil Code) cannot be used in place of the written form. For this, the higher-level electronic form (Article 126 a BGB) is necessary.

### **Article 2 Offer and execution of contract**

1. The Seller's offers are non-binding and made without engagement. Declarations of acceptance and all orders must be confirmed by the Seller in writing or by fax in order to be legally effective. The same applies to supplements, amendments and collateral covenants.
2. Drawings, illustrations, dimensions, weights and other performance data shall be deemed binding only if this has been expressly agreed in writing.

### **Article 3 Prices**

Prices in the Seller's offers and price lists are quoted ex works Tuttlingen, in Euro, exclusive of packaging, value-added tax and freight charges. The prices applying at date of delivery will be charged. The prices do not include the costs for taking back and disposing of old equipment of users other than private households.

### **Article 4 Delivery lead time**

1. The deadlines and delivery lead times stated by the Seller are non-binding unless they have been expressly agreed otherwise in writing.
2. Even if the delivery lead times and deadlines were bindingly agreed, the Seller shall not be held liable for delays in the delivery of goods or services due to force majeure or on grounds of events which render it difficult or impossible for the Seller to make delivery - this also includes subsequent difficulties in the procurement of material, breakdown of operations, strikes, lockouts, staff shortages, lacking means of transport, official directives, etc. irrespective of whether these occur at suppliers of the Seller or at their sub-contractors. They entitle the Seller to postpone the delivery or service by the duration of the impediment plus a reasonable lead period, or to withdraw from the contract either wholly or in part with respect to the still not performed portion of the contract.
3. If the impediment lasts longer than three months, then, after granting a reasonable period of grace, the Buyer shall have the right to withdraw from the contract as regards the still unperformed portion of the contract.
4. Insofar as the Seller is responsible for failure to adhere to binding lead times and deadlines, or has fallen behind with performance, the Buyer shall have the right to compensation for such delay in an amount of 1% for each full week of delay, but not more than 10% of the goods and services affected by the delay. All further claims are barred unless the delay is due at least to gross negligence on the Seller's part.

### **Article 5 Custom-made orders**

Charges for custom-made orders will be based on the Seller's costs. Custom-made goods cannot be taken back. The annulment of custom-made orders is possible only with the Seller's express written consent. The Seller has no obligation to check the samples, drawings and other documents for the existence of industrial property rights. Responsibility for this lies with the customer alone. Should disadvantages arise for the Seller from the infringement of third-party property rights through an order which is custom-made for the Buyer, the Seller may require indemnification from the Buyer for such loss.

### **Article 6 Shipment / Passage of risk**

Risk passes to the Buyer as soon as the shipment has been handed over to the carrier or leaves the Seller's warehouse for the purpose of shipment. If, without fault on the Seller's part, shipment becomes impossible, risk shall pass to the Buyer upon notification of readiness for shipment. The Seller has the right to insure the shipment

at the Buyer's expense against breakage, damage through transportation and fire, unless the Buyer expressly refuses such insurance coverage.

#### **Article 7 Warranty**

1. The Seller gives warranty that the products are free from defects in workmanship and materials. The warranty period is 24 months and applies only to parts. The Seller will not bear the cost of wear parts, working time, travel time, transport or any other costs.
2. The warranty period commences upon passage of risk.
3. The Buyer shall examine the received goods immediately upon receipt for transport damage and any other defects, record the defects on the delivery note without delay and report them to the Seller.
4. In the event of notification by the Buyer that the products are not in accordance with the given warranty, the Seller may, at its option, require that
  - a) the defective part be returned for repairs and then sent back to the Buyer;
  - b) the Buyer hold the part ready for a service technician to be sent by the Seller to the Buyer to perform the repairs.
5. Should the repairs fail to bring about an improvement after a reasonable period of time, the Buyer may, at its option, require either a reduction of the price or the cancellation of the contract.
6. Liability for normal wear is barred.
7. Only the direct Buyer itself is entitled to assert warranty claims against the Seller. Warranty claims are not assignable.
8. Warranty claims are barred for second-hand goods.

#### **Article 8 Reservation of title**

1. The Seller reserves title to the delivered goods until the purchase price has been paid in full, and other claims under the business relationship with the Buyer have been satisfied.
2. The goods in which title is reserved must not be pledged, assigned as security or otherwise encumbered with third-party rights. The Buyer has the right to sell such goods or to combine them with other movables only within the scope of its ordinary business operations. The Buyer shall ensure that the Seller's reservation of title remains in force and hereby assigns to the Seller its claims against its customers in full for the goods - even if such goods have been processed. The Seller hereby accepts the assignment. If so requested, the Buyer shall provide the names of its customers.
3. At the Buyer's request, the Seller shall release collateral insofar as the claims secured are exceeded by such collateral by more than 10% and the collateral is divisible.

#### **Article 9 Payment**

1. Unless otherwise agreed, the Seller's invoices are to be paid within thirty (30) days of invoice date without deduction. Repair bills are payable immediately without deduction.
2. Despite contrary stipulations on the part of the Buyer, the Seller has the right to count payments towards the Buyer's older debts first. If costs and interest have already been incurred, the Seller has the right to settle first the costs, then the interest and, last of all, the main debt.
3. Payment shall be deemed to have been made only when the Seller can dispose of the amount paid. With cheques, payment shall be deemed to have been made only when the cheque has been cleared.
4. Should the Buyer be in default, the Seller has the right to charge interest at a rate charged by merchant banks for open current account credits plus statutory value-added tax, but in any case at a rate 8% higher than the base rate pursuant to Article 288 II BGB.

#### **Article 10 Advance payments and provision of security**

If, after execution of contract, a substantial impairment to the Buyer's financial circumstances occurs, or justified doubts arise regarding the Buyer's willingness to pay, the Seller shall have the right, at its option, to require advance payment or the provision of security for its deliveries.

#### **Article 11 Limitation of liability**

Damages claims against the Seller or against its employees or vicarious agents, insofar as they go beyond Article 4 Clause 4 of the present terms and conditions of business, are barred unless they were caused through malicious intent or gross negligence.

#### **Article 12 Delay in acceptance**

If there is a delay in acceptance of more than one month after notification of readiness for delivery, the Seller may charge storage fees of 1% of the invoiced amount for every commenced month.

### **Article 13 Return of goods**

1. The return of goods requires the prior written consent of the Seller in all cases. The amount credited will correspond to the countervalue less handling charges of at least 40% and any costs of reworking. The return is to be free of charge for the Seller. As a rule, custom-made orders, altered products, discontinued models and articles which are not listed in the Seller's sales documents cannot be returned.
2. In every case of complaint, the Seller and the Buyer/ Customer shall note and store the serial and/or the batch number of the product, the name and address of the next buyer/customer in the chain, stating the reason for returning the goods, the date of complaint, irrespective of whether approval is given or not. The complaint is to be forwarded without delay to the Seller and the manufacturer.

### **Article 14 Acceptance of returns / obligation to dispose of the goods**

The industrial customer accepts the obligation to treat and dispose of the delivered goods in a proper manner as prescribed by law after termination of use, in particular pursuant to Articles 11 and 12 ElektroG (German law regulating electrical goods). Furthermore, the industrial customer shall expressly release the Seller from the obligations of Article 10 Paragraph 2 ElektroG (manufacturer's obligation to take back goods) and shall save it harmless from and against any third-party claims in connection therewith. The Seller's entitlement to the Buyer's obligation to take over / save it harmless shall not lapse prior to the expiry of two years after the final termination of use and of the written notification made to the Seller. If expressly requested to do so, the Seller shall organize the return and recycling / disposal of such equipment against a refund of the costs incurred, insofar as such equipment is distributed by the Seller.

### **Article 15 Data storage**

1. The Buyer/Customer permits the Seller to store its data insofar as these are relevant to the performance of the contract.
2. Pursuant to DIN EN ISO 13485 Clause 7.5.3, it must be guaranteed that the history of every delivered product can be retraced without interruption. The Buyer/ Customer as well as the Seller undertake to comply with this regulation.
3. The Buyer/Customer shall give its complete name and address to the Seller.
4. The Buyer/Customer, in the event of resale and/or of forwarding the goods for payment or free of charge, within or outside an EU/EEA member state, shall guarantee uninterrupted retraceability of the history of the goods. In all cases when the Buyer/Customer passes on the product, it shall give the serial or batch number of the said products together with the full name and address of its buyer/customer, and shall store such data for the period corresponding to the shelf life of the medical product stated by the Seller which is simultaneously the manufacturer. However, the duty to store the data shall remain in force for at least ten years after approval of the product. The records must remain legible, easily recognizable and retrievable. On request, the records made by the Buyer/Customer must be made available to the Seller at any time.
5. The Buyer/Customer shall ensure that, when it passes on such goods either for payment or free of charge, within or outside EU/EEA member states, its buyer/customer shall also comply with DIN EN ISO 13485, and retraceability is guaranteed. This buyer/customer shall also obligate its buyers/customers to guarantee uninterrupted retraceability. This obligation shall apply to all further buyers/customers in the chain.
6. Should the Buyer/Customer fail to fulfil the obligation imposed by DIN EN ISO 13485 Clause 7.5.3 and the Seller suffer disadvantages on this account, in particular in the case of a recall of the product, the Buyer/ Customer shall bear all additional costs resulting from non-compliance with this obligation. If, in the event of a recall of the product, additional costs are incurred on account of non-compliance with DIN EN ISO 13485 on the part of any buyer/customer in the chain, then the Buyer/Customer of the Seller which is simultaneously the manufacturer shall bear all additional costs which are incurred by the Seller/manufacturer through non-compliance. The manufacturer shall be saved harmless in all cases from liability for costs incurred through non-compliance with the obligation to guarantee uninterrupted retraceability. The Buyer/Customer of the manufacturer shall have recourse to its own buyer/customer and the latter from its own buyer/customer until the one responsible for the loss or injury is found in the chain to bear the damages.

**Article 16 Quality assurance**

All Buyers/Customers authorised by the Seller which have signed the "Quality agreement for the sale of medical products and products for in-vitro diagnostics" have, upon receiving authorisation, made a commitment to compliance with the guidelines and laws on the marketing of medical products and products for in-vitro diagnostics as well as general laboratory equipment. The corresponding specification of guidelines and laws will be published on the homepage [www.hettichlab.com](http://www.hettichlab.com). These form part of the General terms and conditions.

These are irrevocably recognised by the Buyer/Customer on acceptance of the products. Contradictory terms and conditions of purchase of the Buyer/Customer shall not be effective. The corresponding delivery notes refer to these General Terms and Conditions of Business, which the Buyer/Customer also expressly acknowledges as a constituent part of the contract.

The Buyer/Customer also accepts the "Quality agreement for the sale of medical products and products for in-vitro diagnosis" which is published at [www.hettichlab.com](http://www.hettichlab.com) on the homepage of Andreas Hettich GmbH & Co. KG. The current version of this relates to matters covered by the contract.

**Article 17 Applicable law, place of jurisdiction, severability**

1. The present terms and conditions of business and all legal relationships between the Seller and the Buyer shall be subject to the laws of the Federal Republic of Germany.

2. As far as legally permissible, the Amtsgericht (local court) Tuttlingen shall be deemed agreed as the exclusive court of jurisdiction for all litigation arising directly or indirectly - nationally or internationally - from the contractual relationship. In all cases where the value in litigation exceeds EUR 5,000, then, pursuant to the German laws of civil procedure, jurisdiction shall lie with the Landgericht (regional court) Rottweil.

3. Should any provision of these terms and conditions of business or a provision within the framework of any other agreements be or become void, this shall not affect the validity of any other provisions or agreements.