

## General terms and conditions for the sale of medical devices –October 22, 2017

### 1. General

The following General terms and conditions apply to sales from AUROSAN to buyers based outside Germany. Deviating Terms and Conditions of the buyer or changes and additions to our Terms and Conditions are only valid to the extent in which they have been explicitly accepted by Aurosan in writing.  
For the use of and purchase of products via our webshops [www.aurosan-shop.de](http://www.aurosan-shop.de) and [www.revois-dental.com](http://www.revois-dental.com), different Terms and Conditions apply which can be accessed there.  
Our products offered for sale are products with a medical scope. With his purchase the customer declares that under all applicable laws he is permitted to purchase and to acquire rights to the respective products.

### 2. Re-sale

Our products may only be re-sold in their original package and not in parts, and with forwarding of the instructions for use. Any changes modifying the medical device including the replacement of an inner or outer packaging, and any change to the labelling or branding are not permitted.

### 3. Order quantities

The minimum order quantities (MOQ), multiples thereof, communicated on our sales quota and price lists have binding character. Purchase orders deviating from these will be automatically increased to the next higher multiple of the MOQ.

### 4. Pricing

The prices communicated on our price lists are valid only for domestic trade. Prices may be increased at our discretion and any time, to reflect changes in procurement and trading costs. Invoices are set in EURO (€) according to the prices in force at the date of invoicing.

### 5. Supply and delivery

Freights charges, insurance, and custom duties are always at bill and risk of the buyer. If not instructed differently by the buyer, we ship uninsured.

For domestic orders of less than € 75 net value, an additional € 5.90 net will be charged. For orders from outside Germany we will always charge freight and export related administration costs. If not agreed differently, we deliver Ex Works, Essen (Incoterms 2000).

Upon our request, the buyer must provide us with a proof of permission to purchase / acquire the products.

We will carefully select the appropriate packaging and delivery conditions. The buyer, giving us notice with the order, may organize himself the pick-up of product. The order is fulfilled and the goods are delivered once the goods are handed over to the distribution service provider ex works.

At our discretion we may decide to refuse delivery of ordered goods or to deliver only after pre-payment. All fees related to this are to be borne by the buyer.

### 6. Payment

Employees of the seller are not allowed to receive payments. Payments may only be made as follows:

#### 6.1 Pre-payment:

We will provide the buyer with the proforma-invoice and ship the goods after receipt of payment.

#### 6.2 Direct debit:

Our direct debit permission form is available for download at [www.aurosan.de](http://www.aurosan.de).

#### 6.3 Regular invoice:

Purchase via invoice is possible only if the buyer's invoice address is within Germany.

Payments are due 30 calendar days after the date of invoicing, and without any deductions. Reference day is the day of payment credit to our bank account.

#### 6.4 We do not accept cash or check payments.

#### 6.5 Late payments will be fined with interest charges of 5% over Deutsche Bundesbank interest base rate. We explicitly reserve all rights to claim further damages.

### 7. Complaints

Complaints on the quantity of goods delivered can only be accepted if we have received written notice within 3 working days from delivery of the goods.

Obviously damaged goods have to be claimed to the distributing service provider.

Return of purchased goods free of defect is excluded. Cooled products will not be taken back at all. Prior to any return of goods our written consent is mandatory. If nevertheless products are returned without our written consent or not free of charge, we are not obligated to accept, store, refund nor to replace such goods. The risk and cost of returning goods is always borne by the buyer.

### 8. Property & rights over the goods

Goods delivered remain AUROSAN property until all invoices due from the buyer are fully paid and irrevocably credited to the AUROSAN account.

Bailments, security transfers, provisions and any other extraordinary rights of disposal are prohibited. The buyer is obligated to inform AUROSAN in time prior to third parties seizing the reservation of ownership over the goods. The buyer is further obligated to insure the unpaid goods against damage. In case of damage he will instantly transfer the granted damage claims without deduction to AUROSAN.

### 9. Company logo and trademarks

Our products, company name and logo are property of AUROSAN and legally protected. The content of our publications in print or online media are protected by copyright. The use of any protected content except for proper re-sale each time requires our prior written consent. This includes the use of product names, product pictures, company name and logo on product packaging, labels, service and marketing materials, pictures or films.

### 10. Miscellaneous

Data protection is important to us. For our data privacy statement please visit [www.aurosan.de](http://www.aurosan.de).

Applicable law: German law. Jurisdiction: Courts of Essen, Germany. The United Nations Convention on Contracts for the International Sale of Goods are excluded.

Should one or more terms of these General Terms and Conditions be found invalid, then this will not question the validity of the other terms.