

General terms of purchase of IVC Concept GmbH

§ 1 Application of the terms

1. Purchase contracts between the buyer and the seller are concluded and processed solely on the basis of these terms of purchase in their current version. The terms thus also apply to all business transactions in the future, even if they are not expressly agreed on each occasion. The seller's purchasing conditions in deviation to these terms are invalid.
2. All agreements made to execute the contract must be recorded in writing in this contract.

§ 2 Offers

1. This purchase contract enters force upon signature by both parties in a legally binding manner. If the form is signed unilaterally by the buyer, this then concerns an offer to which the buyer is bound for 5 days from receipt by the seller, unless some other period is stated in the offer.
2. The buyer reserves the title and the copyright to all documents passed on to the seller. Such documents may not be made available to third parties without prior permission from the buyer in writing; they are to be returned to the buyer after the purchase contract has been executed.

§ 3 Prices and terms of payment

1. The price stated in the offer is binding.
2. The price stated does not contain value-added tax. This will be added to the purchase price at the prevailing rate, insofar as the seller is subject to value-added tax.
3. Unless agreed otherwise in writing, the price includes packaging and "carriage free" delivery. The return of packaging requires a separate agreement.
4. The buyer cannot process invoices unless these state the order number cited in the purchase contract/offer overleaf. The seller is responsible for all consequences of failing to comply with this obligation.
5. Unless agreed otherwise in writing, the purchase price is payable within 14 days from the date of delivery and receipt of invoice.

§ 4 Transfer of ownership

1. The seller assures that it is the sole owner of the purchase item. It furthermore assures that no third party rights or defences exist to the purchase item.
2. Ownership to the purchase item passes to the buyer upon handover. If the seller is the indirect owner of the purchase item, handover is replaced by the assignment to the buyer of its claim to surrender against the direct owner. The buyer accepts the assignment.
3. Risk to the purchase item is transferred to the buyer upon handover. The place of handover stated by the buyer is at the same time the place of fulfillment.
4. The seller shall ensure that its delivery does not infringe third party rights in Germany. If action is taken against the buyer on this account by third parties, the seller is obliged to release the buyer from such claims upon first written request. This obligation of release refers to all expenses necessarily incurred by the buyer from or in connection with action taken by a third party.

§ 5 Delivery, delivery date

1. The delivery date stated in the offer/purchase contract overleaf is binding.
2. The seller shall hand over the purchase item to the buyer or its representative at the place of delivery stated in the purchase contract at the date likewise stated there. The purchase item shall be cleaned, dismantled, insured for transport and, if appropriate, sealed.
3. The supplier is obliged to inform the buyer without delay in writing if circumstances occur or become known which make it impossible to comply with the agreed delivery date.

4. In case of default of delivery, the buyer accrues the claims prescribed by law. In particular, after a reasonable period of grace set by the buyer has expired fruitlessly, the buyer is entitled to demand recompense due to non-fulfilment. Regardless of this in case of default of delivery, the buyer is entitled to impose a contractual fine amounting to 1 % of the order value for each completed week of default, although to a maximum of 10 % of the order value; the pursuit of further-going claims remains reserved. The buyer is obliged to declare the reservation of the contractual fine at the latest upon payment of the invoice immediately following the late delivery.

5. If the delivery date is designated as "fixed" or "binding", the buyer is entitled to withdraw from the contract or to demand recompense due to non-fulfilment in accordance with §§ 361 BGB, 376 HGB.

§ 6 Complaints of defects

1. The buyer is obliged to complain of any obvious defects to the seller verbally or in writing within 14 days of the date that the purchase item was handed over. In case of written complaints, dispatch within this period conforms to the deadline.
2. The buyer is obliged to complain of any hidden defects verbally or in writing within 14 days from their discovery. For the rest, Item 1 applies.

§ 7 Warranty and assurances

1. The buyer accrues the warranty claims prescribed by law without restriction.
2. Without prejudice to Item 1, the buyer is entitled to demand that the seller rectifies the defect or makes a replacement delivery at the buyer's discretion. In such a case, the seller is obliged to bear all the costs required to rectify the defect or to make the replacement delivery.
3. The right to pursue claims to damages, in particular to recompense due to non-fulfilment, remains expressly reserved.
4. The seller assures that the purchase item functions correctly with-out restriction, that it consists of original, unchanged manufacturer parts, that it was under manufacturer maintenance up to the date that it was dismantled by the seller, that it corresponds to the current EC level and that it is delivered and handed over with the manufacturer's original scope of supplies (thus including cables, manuals, diskettes, etc.).

§ 8 Concluding provisions

1. German law shall prevail exclusively over this contract. No verbal auxiliary accords have been made.
2. If a provision in this contract is or becomes invalid, or if the contract contains loopholes, this shall not affect the validity of the remaining provisions in the contract. The parties are then obliged to replace invalid provisions or to close loopholes with provisions which come closest to the financial intent of this contract.
3. Mannheim is the place of jurisdiction for any disputes arising from the contract, including receivables from bills of exchange and cheques.