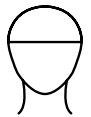


GENERAL TERMS OF SALE AND PAYMENT FOR EXPORT



PMS PRECISION MEDICAL SPECIALITIES GMBH

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The following terms are valid for all exports and are accepted by the buyer when placing a purchase order with PMS Precision Medical Specialities GmbH, Tuttlingen, Germany.

- **All our offers** are submitted without obligation, unless otherwise specified. Offers are subject to prior sale and delivery capacity. Provisio of errors and omissions.
- **Orders** are obligated for us only after written confirmation. Events beyond our control release us from the obligation to supply. To cancel a placed order by the buyer requires our written confirmation.
- **The prices** of our lists and offers are understood for delivery ex works PMS, in Euro (€). All goods are invoiced at the prices valid on the day of delivery.
- **Costs of shipment** (packing, postage, insurance, etc.) are charged at cost price.
- **Delivery times** stated should in every case be considered as approximate ones. We shall always endeavor to observe them, except in cases of circumstances beyond our control, such as lack of raw material, interruptions in production, etc. Delayed deliveries do not entitle the buyer to claims or to cancel the order.
- **Shipments** are made at the cost and the risk of the buyer. We are not liable for any damage caused after the goods have left our premises. In default of any special arrangements, we insure the consignment at the buyer, though without assuming any obligation to do so.
- **Partial shipments** must be admitted in all cases and will have to be paid by the buyer.
- **Special makes** and articles not listed in our catalog cannot be taken back. The prices of such special models are based upon our cost price. Orders can only be cancelled with our explicit prior consent.
- **Our warranty** is valid worldwide and for life from date of delivery. It covers any defect in material and craftsmanship. Damage resulting from inexpert use and/or misuse with regard to handling, cleaning, sterilization and storage does not fall under this warranty.
- **Liability:** We shall not be liable for any damages due to improper handling, incorrect application or the like. This also refers to damages that might be caused to patients by instruments of our make likely to show defects.
- **Any complaints** should be made in writing within 30 days of invoice date. Any product which appears unsatisfactory in material and craftsmanship will be repaired or replaced free of charge.
- **Return** of goods not claimed faulty is only allowed with the prior written consent from PMS. Returned goods must be: in perfect condition, never have been used, boxes should be complete. The invoice value will be credited less revision costs of at least 30% plus costs for refurbishing, if necessary. Returns are accepted within 60 days from date of invoice.
- **Payment** of our invoices must be made as agreed upon and without any loss to us. All bank charges are to be borne by the buyer. In case of delay in payment PMS is entitled to withhold deliveries of each product backordered until complete payment is received.
- **Reservation of ownership:** The goods delivered by us remain our property until fully paid. This also includes all goods supplied previously or at a later date.
- **The place of performance** for shipment and payment as well as the court of jurisdiction, even for dunning, is Tuttlingen. The applicable law is German law only for both parties.