



STORZ & BICKEL GMBH & CO. KG

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

STORZ & BICKEL GmbH Co. KG
Rote Strasse 1
78532 Tuttlingen, Germany

Tel: +49-7461-969707-0
Fax: +49-7461-969707-7

info@storz-bickel.com
www.storz-bickel.com

§ 1 Scope

For the business relationship between „Storz & Bickel GmbH & Co. KG“ (hereinafter referred to as: STORZ & BICKEL) and the Buyer the following Standard Contract Terms shall be exclusively applicable in the version valid at the point of time of placing the order. STORZ & BICKEL shall not acknowledge any of the Buyer's contract terms deviating herefrom, unless STORZ & BICKEL has explicitly agreed in writing to their validity.

§ 2 Subject matter of the contract

STORZ & BICKEL agrees to deliver the goods ordered by the Buyer. Orders can be placed in any form (by telephone, mail, fax, e-mail, Internet). If STORZ & BICKEL subsequently identifies that an error has crept e.g. into the specifications on a product, price or on a deliverability, STORZ & BICKEL shall immediately inform the Buyer hereof. The latter can then confirm the order once again under the modified conditions. Otherwise STORZ & BICKEL shall be authorised to rescind the contract.

§ 3 Conclusion of the contract

The contract on an object offered shall be established without declaration towards the Buyer who has surrendered the offer, as a result of acceptance of the offer by STORZ & BICKEL. The offer shall be accepted under the provision of availability of the ordered goods or services. It shall not be necessary for STORZ & BICKEL to declare its acceptance towards the Buyer; the Buyer shall in particular waive this requirement within the sense of § 151 sentence 1, German Civil Code (BGB).

§ 4 Right to return goods

If the Buyer is an end customer, he shall be furnished with the right to return the goods. If the Buyer is a general merchant within the sense of German Commercial Code (HGB), a legal person of public or private law or a special public fund, he shall not possess any right to return the goods. Right to return the goods: The Buyer can return the goods delivered without specifying any reason herefor within four weeks by sending back the goods. The deadline shall begin at the earliest on receipt of the goods and this instruction. The Buyer shall only be permitted to declare that he desires to return the goods in text form, in other words by mail, fax or e-mail, in the event of goods which are not eligible for parcel shipment (e.g. bulk goods). In observance of the time limit it is sufficient to send the goods or the written request to return the goods in due time. In Germany the goods shall be sent at our expense and at our risk. From other countries the goods shall be sent at the Buyers expense and risk. The goods or the request to return the goods shall be sent to the following address: STORZ & BICKEL GmbH & Co. KG, Rote Strasse 1, D-78532 Tuttlingen, phone: +49-7461-969707-0, fax: +49-7461-969707-7, e-mail: info@storz-bickel.com

Consequences of returning goods: In the case of an effective return of goods the services accepted on both sides shall be regranted and possibly acquired benefits (e.g. advantages of application) shall be surrendered. If the goods are damaged (traces of use), a compensation can be demanded.

§ 5 Delivery

The goods shall be delivered ex works at the Buyer's expense and risk. If no other conditions are agreed, the goods shall be delivered ex works to the address specified by the Buyer. Specifications concerning delivery schedules are not binding. The correct and timely delivery shall be a prerequisite in any case, i.e. all events lying beyond the influence of STORZ & BICKEL shall release STORZ & BICKEL from its compliance with any and all delivery obligations entered resp. shall give STORZ & BICKEL the right to rescind the contract in full or in part, or to postpone the delivery deadline by the length of the delay. Damage claims of any kind shall be excluded.

§ 6 Prices, default

The former price lists shall become invalid when a new price list is published. The prices to be paid for supplementary services shall be shown on the invoice in addition to the price for the goods: packaging, shipment, insurance, statutory Value Added Tax applicable at the point of billing etc. STORZ & BICKEL offers various payment methods. Depending on the Buyer's country of origin, he can pay the purchase price by advance payment, cash on delivery (C.O.D), direct debiting, credit card or by invoice. If the Buyer delays payment, STORZ & BICKEL shall be authorised to demand default interest lying 5% p.a. above the basic interest rate announced by the European Central Bank. If STORZ & BICKEL has suffered any verifiably higher default damage, STORZ & BICKEL shall be justified to enforce this claim.

§ 7 Compensation, lien

The Buyer shall only be authorised to offset claims, if his counterclaims have been become final and conclusive or have been acknowledged by STORZ & BICKEL. He shall be moreover only authorised to exercise a lien, in so far as his counterclaim is based on the same contractual relationship.

§ 8 Retention of title

The goods delivered shall remain the property of STORZ & BICKEL until all claims existing against the Buyer have been settled in full.

§ 9 Warranty

We grant the original Buyer of our products a

2 year warranty for the VOLCANO DIGIT and/or a

3 year warranty for the VOLCANO CLASSIC; EASY VALVE & SOLID VALVE.

The warranty is subject to proper use and storage of the products and does not include any defects due to normal wear and tear or deterioration, including, but not limited to, defects on screens, air filters, balloon material and valve balloons. The warranty period begins on the date on which the products are physically delivered to the buyer's site. During the warranty period we agree to eliminate manufacturing and material errors free of charge. The warranty shall not cover damages and defects resulting from improper use or maintenance of the equipment. The warranty shall expire if unauthorised parties interfere with the device. The customer does not have the right to amend the contract, reduce the price or repudiate the contract. We shall not compensate any indirect or direct damage. Parts subject to wear and tear shall be exempt from the warranty.

The warranty shall be granted only if the complete device, which is not in a disassembled state, is packed well and sent to us with the invoice.

§ 10 Defects

We must be notified of any apparent defects immediately, however, at the latest within 14 days after delivery. We shall either remedy the defects or deliver a substitute.

§ 11 Data protection

STORZ & BICKEL guarantees that it shall only collect, process, save and use the Buyer's data acquired on the occasion of orders in connection with handling the order and for the purpose of internal market

research resp. for its own marketing purposes. STORZ & BICKEL shall only pass on the Buyer's data to associated companies (parcel services) for the purpose of handling the order. If the Buyer does not desire a use of data for internal purposes of STORZ & BICKEL, the Buyer shall be authorised to revoke this use at any time by sending an appropriate message to STORZ & BICKEL. Moreover STORZ & BICKEL agrees to refrain from utilising the Buyer's data beyond the agreed scope or to surrender these to any third party.

§ 12 Applicable law and venue

The laws of the Federal Republic of Germany shall be deemed as coercively agreed for these General Terms and Conditions, as well as for the entire legal relationship between STORZ & BICKEL and the Buyer. Other national laws, also the standard international purchasing laws (EKA, EKAG, in the version dated 17.07.1973; UN-purchase laws dated 11.04.1988 respectively) are hereby excluded. In so far the Buyer is a general merchant within the sense of German Commercial Code (HGB), a legal person of public or private law or a special public fund, Tuttlingen shall be agreed as exclusive venue for any and all disputes resulting either indirectly or directly from the business relationship.