

## AGB (TERMS)

General business and delivery conditions  
for medical products of MAS trade GmbH

### 1. Scope:

These general business conditions (AGB) apply to all business transactions between the MAS Company and its customers. Other agreements are only binding if they have been acknowledged by MAS in writing.

### 2. Contract and withdrawal:

MAS receives customers' orders in the following terms. Written orders of the client (also online) are represented as binding purchase offers. The contract conclusion results through specific or conclusive acceptance of the purchase offer placed by the customer. Information contained in catalogues, price lists, leaflets, websites etc about products of MAS shall not be deemed firm offers by MAS, but invitations to submit offers to buy at MAS.

### 2a. Excerpt from the Austrian Consumer Protection Act

1. If the consumer has neither given up his declaration of contract to the company's permanent rooms for business purposes or to that of a trade show on a market stand he may withdraw his application of contract or from the contract. This withdrawal can be declared within one week or until the closing of the contract. The deadline begins with the receiving of the certificate to the consumer, bearing the name and address of the company which identifies the necessary information of the contract as well as the instruction on withdrawal legal rights, immediately after closing the contract. This instruction shall be handed to the consumer after receiving his declaration of the contract. The right to withdraw shall expire no later than one month after complete fulfillment of the contract between both parties although with the insurance contracts after closing the contract.

2. The right to withdraw exist even then, when the company or with him a cooperative third party takes the consumer under the scheme of a commercial trip, an excursion or any similar events to the company's permanent rooms for business purposes.

3. The consumer has no right to rescind

a. if he himself has initiated the business relationship with the employer or his agent in closing this contract

b. if no objection is raised between the parties or their representatives before sealing the contract, or

c. if the contract immediately furnishes at two sided benefit, usually of business outside their premises

### 4. Shipping:

Delivery is from factory / MAS to the customer's delivery address. Information concerning delivery dates is not legally binding, unless in the individual case a delivery date was agreed. Partial deliveries are permissible. Agreed delivery dates are subject to unforeseen obstacles that lie outside the sphere of influence of MAS, particularly in cases of superior force, operating problems, material shortages, strikes, etc. provided that these events affect

substantially the timely fulfillment of the purchase agreement then the deadlines are extended appropriate. In any case, claims for damages or a repeal of the contract for late delivery are excluded, if such case by no means negligence or willful act on the part of MAS.

#### 5. Special procedures for payment in direct debit:

The delivery address, home address and billing address must be identical and are located within Austria, Germany or Switzerland. When paying by direct debit MAS examines and evaluate the information and data provided, to ascertain the credit worthiness of the customer. The result of this check up is only for payments, but not for the delivery itself.

#### 6. Deadline and payment, default:

The purchase price is payable upon delivery to the customer. The customer is generally required to pay in advance the purchase price, which can be done by credit card or direct debit. The payment is recognized by the date MAS receives it. If the customer defaults, then MAS is entitled to 5% p.a. on top of the base rate. In the event of higher accrued default, MAS has the right to make this valid.

In the event of delayed payment, the customer undertakes to reimburse the balance and collection charges incurred by MAS to the extent required for asserting the respective legal rights.

#### 7. Delivery risks, delay:

The shipment will always be at risk and expense of the customer. MAS shall not be liable for damages and losses during transportation. Absence of any special delivery requirements of customers leads to the shipment by MAS at its discretion and, the best way possible. In the event that the customer rejects the goods as agreed, then MAS is entitled, after setting a reasonable grace period of 14 days, to withdraw from the contract. MAS is although entitled to insist on the fulfillment of the contract, in this case the customer pays for the cost of a new delivery of the product usually of the same cost.

#### 8. Offset, retention, claims

The rights to offset by the customer are legally established or recognized by MAS if he counterclaims. The client can exercise a right of retention only if his counterclaim is based on the contract. The customer is permitted to exercise the right of retention only to the extent of this counterclaim based on the same contract. If goods are delivered under retention of title, the customer already now assigns to us his claims towards third parties; such claims are met after selling the goods, up to the final payment. Claims against MAS are not transferable to third parties, unless it has been agreed upon in special cases.

#### 9. Retention of Title:

Notwithstanding previous transfer of risk, the delivered goods remain the property of MAS until all liabilities of the customer under the purchase contract have been met in full. As long as the product is owned by MAS, the customer is not entitled to pledge or assign the delivered goods to a third party or to which the Vendor holds title by way of security. The customer bears the full risk of the retained goods, especially for the danger of destruction, loss or deterioration. If the property of MAS is jeopardized by third parties, the customer should immediately notify MAS.

#### 10. Warranty:

The customer has to examine in detail a delivery immediately after receipt. Complaints due to incomplete delivery or because of defects discovered, should be immediately notified in writing after receipt of each delivery, otherwise the delivery is assumed to be unconditional and will be waived related warranties and claims. The defect shall be clearly marked after

type and scope, so that MAS can clearly see the basis for the complaint. Insignificant defects do not entitle the customer to reject the delivered goods. The customer undertakes temporarily storage of the rejected goods. Moreover, MAS is responsible for delivering defects, excluding any further claims as follows: All those parts are repaired or re-delivered at the expense of MAS, counting up to twenty-four months from delivery date. Substantial prove backing the claim of defect due to a process before the transfer or risk circumstance, particularly faulty design, poor materials, defective finish, or their usefulness has been seriously harmed. Natural wear and tear, inappropriate handling, excessive use, neglect, and changes without the approval of MAS are not covered by the warranty. This warranty may only be granted if after discovery of the inaccuracy MAS is notified immediately in writing. Such parts must be sent postpaid. If replacement goods are delivered or a credit note is granted, the title to the replaced unit shall pass to MAS. Any additional claim on damage - except for gross negligence or willful misconduct - is rejected explicitly. MAS is not liable for consequential damages or defects that are not caused by delivery circumstances. As long as the liability of MAS is out of question or restricted this will also be the case for personal liability of employees, representatives and agents.

#### 11. Privacy:

The customer has been informed in detail about the nature, scope, location and purpose of the collection, processing and use of personal information for the execution of orders, notification to the e-mail alert service which are forwarded by the MAS group. The customer agrees explicitly to this collection, processing and use of personal data. The customer may revoke this consent at any time in written notice to the MAS customer center. The customer is obligated to notify us of any changes to personal and/or business addresses and change of email address, as long as the legal transaction has not been completely fulfilled by both parties. If this communication is omitted then declarations are deemed as closed in the event they are sent to the customer's last known address.

#### 12. Currency of the terms of business

All the above observations are valid from the day of order. Conditions for earlier versions (e.g. in the cache of your computer), there is no legal obligation by MAS.

#### 13. General, place of performance and jurisdiction

Invalidity at law of particular terms shall not invalidate the remainder of these terms. The law of the country applies exclusively, where the order has been received. The applicability of the UN Sales Convention is expressly excluded. The contract language is German. Place of delivery for supply and payment is the registered place of business of MAS. Provided it does not concern a consumer business, the local court presiding in domicile of MAS shall be the exclusive forum for all decisions on any disputes resulting from this contract.

**14. In the event of contradictions or disparities in mediums (languages) of expressions on this website, MAS maintains that the local language which in this regard is German prevails over the others.**