

General Terms and Conditions of Sale, Delivery and Payment

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These General Terms and Conditions (“GTCs”) are an integral part of all offers and Contracts regarding deliveries (hereinafter also referred to as „Contracts“), also in current and/or future business relationships between Medi (hereinafter also referred to as „we“ or „us“) and entrepreneurs, merchants, legal entities under common law or a special public fund (hereinafter also referred to as „Customer“ or “you” or “your”). These GTCs apply exclusively.

To the extent that circumstances are not addressed in these GTCs, they will be governed by statutory law. Any terms whatsoever introduced by you, deviating from our GTCs shall not apply unless confirmed by us in writing. We hereby object to any deviating terms introduced by you in whatever manner. Any information delivered together with our products, e.g. information concerning the durability of our products, also applies to all deliveries.

1. Conclusion of Contract

Any Contract conclusion requires either our written acceptance of your order or our delivery of the ordered goods.

2. Prices

All prices are net prices in Euro. The statutory VAT applicable on the day of invoicing will be charged in addition as indicated on the invoice. Unless otherwise indicated, our prices are „ex works“, excluding shipment, transport insurance and packaging.

3. Terms of Payment

Unless stipulated otherwise in the order confirmation or expressly agreed otherwise, the purchase price must be paid in full (without deduction) in compliance with the following provisions:

Unless Medi demands advanced payment, our invoices are payable within 30 calendar days of the invoice date, free of charge to our company’s designated account. A discount of 2 % is granted for payment within 15 calendar days of the invoice date. Instead, a discount of 3 % is granted if a SEPA Business-to-Business Direct Debit Mandate for immediate debit is issued.

4. Set-off and Retention

Except where Customer’s claims towards us have been finally ruled in a court of competent jurisdiction or are undisputed, no set-off or retention rights shall apply.

5. Deliveries

Unless expressly designated otherwise, any indicated delivery date(s) are non-binding. The Customer will bear the shipping costs in accordance with the relevant shipping cost list indicated herein below.

Our liability for delay damages is limited to a maximum of 0,2 % per working day and a maximum total of 5% of the net invoice amount of the respective delivery, provided that we we have not acted with intent or gross negligence and if no injury to body, limb or life exists. Customer’s right to rescind the Contract and/or to demand compensation in accordance with Section 9 once a reasonable subsequent deadline has expired shall remain unaffected.

6. Receipt/Acceptance

Upon Customer’s refusal without reasonable excuse, to accept delivery, Customer shall pay an amount equal to 10% of the delivery price. Our right to claim further costs that we may have incurred in addition, will remain unaffected.

7. Retention of Title

We reserve ownership and title in the goods delivered by us (“reserved goods”) until all unsettled claims related to our business relationship with you have been settled in full.

The Customer shall inform us without delay and in writing of any third-party access (e.g. pledges) to our reserved goods and/or respective claims. Further Customer shall indicate our ownership and title to such third-parties. The Customer provide us upon request with all information and documents necessary to protect our rights. To the extent not assumed by the third-party, the Customer shall compensate any costs reasonably incurred by us

in defense against a third-party access.

Any processing of or modification to the reserved goods by the Customer will always be carried out on our behalf and favor. If the reserved goods are combined or mixed with other items which do not belong to the Customer, we will acquire co-ownership in the new item in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other items processed at the time of such combining or mixing. Processing will not be remunerated. The Customer’s right in the goods remains unaffected.

The Customer has the right to resell the reserved goods in the context of its ordinary course of business. If the reserved goods are resold, the Customer hereby assigns to us as a security the claims against the purchaser arising herefrom; if the seller has co-ownership in the reserved goods, the assignment refers to the relevant proportionate co-ownership share. The same applies to other claims that replace the reserved goods or arise otherwise with regard to the reserved goods.

We hereby authorise the Customer to collect the claims assigned to us as a security in its own name. The Customer is authorised to disclose that the claims are assigned to us for our account and to demand that the purchaser pay directly to us. This will not affect our right to collect the claims ourselves. We will not collect the claims ourselves and will not revoke the Customer’s authorisation to collect the claims as long as the Customer duly meets its payment obligations and does not fall into default with payment. For legitimate reason, the Customer is obligated to notify us without delay of the name and address of its purchasers and the amount of the claims assigned, to provide us with any documents required to prove the claim and to notify the relevant purchaser of the assignment. Upon request, the Customer must issue a document regarding the assignment.

After the occurrence of insolvency or overindebtedness, the Customer is obligated to select the reserved goods and the claims assigned to us and to present to us an exact list stating the claims and the creditors’ addresses.

8. Warranty

Unless otherwise agreed, our warranty is limited to the compliance of our products with their respective specifications, in particular in the product descriptions. This applies particularly to the durability of the goods. Based on the agreed quality/properties, our goods are designed only for one-time use or first-time use. Upon any products being reused or processed in any respect by our Customers, any warranty and/or liability ends immediately. Beyond the warranty stipulated above, we do not give any additional manufacturer’s guarantee whatsoever.

Where Medi has agreed to carry out shipment and the delivery is incomplete or if there is obvious external transport damage, the Customer shall reasonably inspect the products upon receipt and subsequently shall duly notify the transport company of any detected losses/damages detected. Any deficiencies not detectable from the outside must be reported to the transport company in text form (e.g. by fax, letter or e-mail) within seven calendar days after delivery. We must definitely be informed of this notification in text form without delay.

In the event of material defects we are entitled to correct such defect in our discretion by either repairing the defective product or replacing it with a non-defective product within a reasonable correction-period set by the Customer. Upon Medi’s failure to deliver the necessary correction, the Customer may rescind the Contract or reasonably reduce the purchase price.

The non-correction of minor defects shall not allow for a rescission of the Contract but not hinder a reasonable price-reduction. Customer’s right to claim damages in addition shall be restricted to the limitations as provided in the following Section 9.

The limitation period for claims owing to material and legal defects will expire at the end of 12 months following the delivery of the goods to the Customer. This does not apply (i) to any claims included in Section 9.

9. Liability

Medi assumes liability in accordance with statutory law and subject to the following: Except where under statutory law unlimited liability is mandatory, (like e.g. in cases of death or bodily injury and/or willful misconduct and/or product liability law), any liability for indirect or consequential damages/

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loss shall be excluded to the permissible extent. The foregoing limitations shall not relieve Medi's general liability insurance to the extent it would be required to cover the claim(s) in question under the applicable insurance policy. Unless otherwise stated in writing, no further liability obligation shall apply.

10. Return of the Goods and Repairs

Returning goods outside of the warranty period is permissible only if this has been expressly agreed in advance. Goods may be returned only in return for a credit note taking into account adjustments for the age and the condition of the goods at the time they are returned and a reduction of 10% of the agreed price of the goods for processing.

The costs incurred due to returning the goods will be borne by the Customer. The return of tailor-made products and special products is excluded in any case. Outside of the warranty period, we grant the possibility to repair Medi products at our discretion on a goodwill basis. As a rule, only cleaned and washed products will be accepted in this regard. If Medi is required to clean the goods, we reserve the right to demand a reasonable lump-sum payment.

11. Product Sales

As a globally recognized manufacturer of a valuable and renowned brand portfolio, we attach great importance to the adequate market-driven resale of our products and the protection of our brand integrity. The relevant provisions can be found in our „Commercial Policy“ and our „Trademark and Marketing Material Policy“ at <https://www.medi.de/en/general-terms-and-conditions/>. Both policies form an essential and integral part of these GTCs.

12. Jurisdiction, Place of Performance

The exclusive place of jurisdiction for all disputes arising from or in connection with these terms and conditions and the Contracts will be the place of our registered office, Bayreuth. However, we are also entitled to file action at the place of the Customer's registered office. The place of performance for all obligations arising from this business relationship will be Bayreuth; Medicusstraße 1.

The law of the Federal Republic of Germany excluding the reference provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG) will apply.

Status as of October 2020

List of Shipping Costs of medi GmbH & Co. KG

Our shipping costs are calculated based on the net value of the goods as follows:

- €5.90 for orders under €50
- €3.50 for orders between €50 and €180.
- Orders of more than €180, partial shipments and tailor-made orders will be delivered free of charge.
- With regard to express delivery, the following rules apply to shipments up to 10kg:
 - delivery on the following working day: €13.50;
 - before 9:00 a.m.: €62;
 - before 10:30 a.m.: €28;
 - before 12:00 noon on Saturdays: €35
- With regard to the delivery of hazardous goods (charges based on actual costs)
 - up to 3kg: €13
 - more than 3kg: €13.28orders of more than 31kg will be delivered by a forwarding agent in multiple shipments based on weight (details on the price ranges can be requested from the Service Center).
- The surcharge charged by delivery services for special shipments (e.g. surcharge for shipments to islands currently approx. €12) may be additionally added to the shipping costs.

Status as of October 2020