

## **General terms and conditions of WITAR Consulting GmbH.**

### **§ 1 Scope of the application**

1. The following general terms and conditions apply to all business relations between WITAR Consulting GmbH. (hereinafter referred to as WITAR) and the buyers of WITAR products/goods (hereinafter referred to as customers).
2. Customers are both consumers and entrepreneurs. In accordance with these terms and conditions, a consumer is any individual in Germany or abroad, that concludes a legal transaction for purposes which cannot be attributed primarily to their commercial or independent professional activity. In accordance with these terms and conditions, an entrepreneur is an individual or a legal person or a legal partnership in Germany or abroad that executes its commercial or self-employed professional activity when concluding a legal transaction.
3. The following terms and conditions apply exclusively in the version that is valid at the time of the respective order regarding the business relations between WITAR and the customers.
4. Conflicting or deviating customer's terms and conditions shall only be accepted if WITAR has expressly agreed to them in a written form in individual cases.

### **§2 Conclusion of the contract**

1. The presentation of WITAR offers on [www.witar.de](http://www.witar.de) (as well as in prospectuses, information brochures or other publication platforms) does not constitute a legally binding contract offer. It is a non-binding invitation to the customer to order products/goods from WITAR.
2. The customer makes a binding offer to conclude a purchase agreement for the ordered products/goods by placing an order via fax, [www.witar.de](http://www.witar.de) or other means. The confirmation of receipt of the order, which is sent to the customer within 3 days, does not constitute an acceptance of the offer, but merely serves to inform the customer of the fact that the order has actually been received. The customer will be informed about possible errors in the information on the assortment separately within seven days after the receipt the order. In this case the customer will receive a corresponding alternative offer.
3. The contract is concluded by explicit acceptance of the offer or by sending the product/goods. It is entirely at the discretion of WITAR whether it accepts or rejects the bid. The customer must be informed of the acceptance or rejection of the offer within fourteen days of receipt of the order.
4. The contract is concluded upon acceptance of the offer.

### **WITAR Consulting GmbH.**

Rodenkirchener Str. 148

D-50997 Köln

Registration court: County court Köln

Registration number: HRB 72443

5. The customer must provide WITAR with all necessary information and grant access to it as well as provide full cooperation to enable WITAR to fulfill its obligations. If the customer refuses to cooperate, WITAR is not obliged to provide any service or assistance.
6. The contract between WITAR and the customer can be concluded in German, English or Russian languages.

### **§3 Terms of payment**

1. The buyer is obliged to pay the sum of invoice without delay within a payment period of fourteen days from the date of invoice.
2. WITAR reserves the right to send payment reminders and to charge a fee of 10.00 EUR for each remainder. The right to claim any additional collection costs remains reserved.
3. The purchase prices are indicated in the offer. The prices for products, duties, delivery and insurance correspond to the prices indicated in the offer or in the invoice from the distribution warehouse in Germany. Changes in taxes, insurance, freight and purchase costs ( including those for components) may result in the corresponding increase in prices.
4. The value-added tax is not included in the prices and is charged separately in the invoice, if or as long as it is required by law.
5. Delivery and shipping costs are not included in the price. If the customer requests a special type of shipment, where higher costs incur, the customer must also pay these additional costs. Customs duties that the customer has to pay in his own country may be charged.
6. Any costs incurred for the currency exchange for the goods at the customer's bank shall be paid by the customer.
7. The customer has the possibility to pay via bank transfer or by credit card.
8. WITAR can cancel a contract without notice if the payment is overdue. WITAR may then suspend deliveries until full payment has been made.
9. Payments and vouchers cannot be offset by the buyer.

### **§4 Delivery**

1. Orders and deliveries are available both within and outside the EU.
2. The ordered goods will be delivered immediately to the address indicated by the customer on the order.
3. All information about expected delivery dates or delivery periods is non-binding and will be provided without taking into account the delays on the part of the postal services or due to force majeure, regarding which we cannot be held liable for. The shipping date varies according to availability. However, the goods will only be dispatched after the receipt of the payment.
4. The risk of accidental loss and accidental damage of the purchase, i.e. the ordered products, is transferred to the customer, who is an entrepreneur, as soon as WITAR has handed over the purchase to the freight forwarder, the carrier or any other person who is responsible for the delivery or shipment..

### **§5 Retention of title**

WITAR reserves the right of ownership of the goods until the purchase price has been fully paid.

### **§6 Cancellation policy**

1. The customer, who is a consumer, has the right to revoke this contract within fourteen days without giving reasons. The revocation period begins on the day when the customer or a third party designated by him, who is not the carrier, has taken possession of the goods.
  2. In order to execute the right of revocation, the customer must inform WITAR by means of a clear statement (letter, fax or e-mail) about his decision to revoke the contract. The model revocation form can be used for this purpose, but it is not compulsory.
- Model revocation form:

*(I/we (\*) hereby revoke the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*) (\*)\_\_\_\_\_orderd on (\*)\_\_\_\_\_received at (\*) \_\_\_\_\_ consumer(s)'s name \_\_\_\_\_ consumer(s)'s address\_\_\_\_\_.*

*Consumer(s)'s signature/date \_\_\_\_\_*

*(\*) Delete where appropriate. )*

3. In order to comply with the revocation period, it is sufficient that the customer sends the notification of revocation before the end of the revocation period.

4. If the customer revokes the contract, WITAR has to give a refund of payments received from the customer. The WITAR can refuse the refund until it has received the goods back.

4. The customer shall return or hand over the goods to **WITAR Consulting GmbH, Rodenkirchener Str. 148, D-50997 Cologne, Germany**, without delay and in any case within fourteen days at the latest from the day when the customer informed us of the revocation of the contract.. The customer pays all costs for the returning of the goods.

### **§7 Warranty of the goods**

1. The warranty regarding defects of the purchased products is in accordance with the legal regulations, especially §§ 434 ff. BGB, MPSV as well as the subsequent regulations.

2. The customer, who is an entrepreneur, must examine immediately the delivered goods for discrepancies in quality and quantity and immediately notify WITAR in a written form of any visible defects; otherwise the claim for warranty cannot be accepted.

3. The customer, who is a consumer, has to inform WITAR in a written form about the visible defects within four weeks after delivery of the goods.

### **§8 Liability**

1. WITAR is not liable for defects caused by the improper use of the products, errors in their application or use, non-compliance with the indication recommendations, especially associated with foreseeable incorrect loads/overloading, that might result in failure, loss or restricted use of the products. The instruction manual enclosed with WITAR products must be strictly observed.

2. WITAR is liable for deliberate acts and gross negligence without limitation. WITAR is only liable for slight negligence in the case of injury to life, body or health or in the case of essential contractual obligations. Essential contractual obligations are obligations whose fulfilment is necessary to achieve the purpose of the contract and which the customer relies on and could rely on.

3. In case of an essential breach of the contract as a result of slight negligence, the liability of WITAR is limited to the compensation of the contractually typical and foreseeable damage.

4. WITAR is not liable for indirect or consequential damages in any case. Any liability is excluded to the extent permitted by law.

5. The liability conditions listed above also apply to legal representatives, the representatives and the assistants of WITAR.

6. As far as WITAR provides technical information or consultation and this information or consultation is not part of the contractually agreed scope of services obligated by WITAR, this is done free of charge and under exclusion of any liability.

7. The warranty liability and the liability according to the product liability law remain valid.

8. The products supplied by WITAR are not intended to make diagnoses or prognoses or to determine the course of treatment. Neither the products nor any information provided by WITAR are intended to replace the services of a trained health care professional or to serve as a substitute for medical advice. WITAR does not make any statements regarding the products and does not give any guarantees regarding treatment, effect or application of medication.

9. All WITAR products are only available to purchase from a licensed doctor.

### **§9 Warranty liability**

1. Unless otherwise agreed in a written form, WITAR provides a guarantee for a defect free product for a period of sixty months from the delivery date or within the sterilization period. If the product proves to be faulty within this period of time, WITAR will repair or replace the product at its own discretion and at its own expense with a product that is reasonably appropriate. The WITAR warranty is provided in lieu of any other warranty. All other warranties are excluded to the extent permitted by law.

2. The WITAR warranty does not cover damages caused by

- a) improper application, improper use;**
- b) modifications or repairs by third parties, the customer or the final users themselves;**
- c) by any other party (except the WITAR);**
- d) any external force;**
- e) Follow-up of any instructions given by the client and carried out by WITAR in a correct manner.**

### **§10 Privacy policy**

1. WITAR will only collect, store and use personal data for the purpose of concluding, fulfilling and processing of contracts. The customer assures the WITAR that the information that he/she provides is correct. The customer is responsible for accurate and complete account information and for updating it without delay.

2. The customer is responsible for the protection and confidentiality of all data related to the products as well as his legal and regulatory requirements related to the products.

### **§11 Applicable law, place of jurisdiction, place of performance**

1. All disputes arising from the legal relationship between WITAR and the customer are subject to German law.

2. If the customer is a trader or a legal entity under the public law, the place of jurisdiction for all disputes arising from this contract is solely the place of business of WITAR. This is also the place of performance.

### **§12 Severability clause**

If any provision of these General Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions of these General Terms and Conditions shall remain unaffected unless the omission of individual clauses would put one party of the contract at such unreasonable disadvantage that it can no longer be reasonably expected to adhere to the contract.