SALES AND DELIVERY TERMS

General: The following conditions apply to all orders issued to BIEGLER GmbH as an agreed part of the contract in absence of separately executed agreements. Changes and additions as well as varying order terms issued by the client only apply after BIEGLERs written confirmation. By purchasing products for which BIEGLER is the legal manufacturer, additional Medical Device Distribution Terms (Document 74-015 in its current version) apply in the absence of a separately executed agreement.

Applicable Law: The rights and obligations of the Parties in connection with these terms and any purchase of the products shall be governed exclusively by the provisions of Austrian law. The application of the United Nations Convention on Contracts for the International Sale of Goods is herewith excluded.

Prices: All prices are quoted EXW (Ex Works) Mauerbach, Austria (Incoterms® 2020) and exclude transportation costs, taxes, duties, and other applicable charges. The Distributor shall be solely responsible for all taxes, levies, import and export duties, sales and use taxes, value added taxes (VAT), shipping, handling, insurance, customs brokerage fees, and any other charges associated with the delivery and importation of the Products. For repair orders the services recognized as appropriate by BIEGLER are provided and charged on the basis of the costs incurred. This also applies to services and additional services whose appropriateness only becomes apparent when implementing the order whereby this does not require special notification to the buyer. The charge of one man-hour as incurred for producing/assessing repairs lapses if the repair order is issued.

Cost estimates: BIEGLER provides cost estimates without making warranties and they are non-binding.

Payment and retention of title: If the payment is delayed BIEGLER is entitled to charge default interest totaling 5 % above the currently applicable basic interest rate (as per 1. Euro-JuBeG BGBl. I No. 125/1998) which comes into force in place of the discount rate of the Austrian National Bank. The goods delivered remain BIEGLERs property until they are paid in full.

Delivery/performance periods: The delivery periods start with clarification of all issues necessary to execute the order. The stated delivery terms are always as expected and are not binding. Obstructions of any kind that BIEGLER is not able or that are unreasonable for BIEGLER to prevent release BIEGLER from adhering to the obligations entered whilst they last and for their consequences, and extend the execution period as appropriate.

Cancellation: If partial or complete deliveries are cancelled by the customer, the customer is obliged to pay a charge for the costs incurred totaling the own costs whilst considering the production and storage status related to the orders in question.

Insolvency: If there is a key worsening of the customer's asset relationship or this becomes known later BIEGLER is entitled to make further execution of BIEGLERs deliveries/services dependent on the provision of appropriate securities.

Warranty: The warranty period is 24 months from the date of delivery if no special warranty period is agreed for individual items and refers to material and manufacturing faults. BIEGLER only recognizes notices of defects that are provided within 8 days of the service being provided and at the latest 14 days in writing. BIEGLER's warranty will be void if loss or damage results from causes, including without limitations: (a) Improper handling and/or storage by Distributor or a third party, (b) installation at an unsuitable location (e.g. excessive ambient temperature, excessive humidity, corrosive atmosphere, accumulation of dust), (c) (technical) changes of the Product by Distributor or a third party, (d) addition of parts of external origin by Distributor or a third party, (e) failure to observe preventive care and maintenance instructions for the Product, (f) defects in the Distributor's installations and facilities (e.g. power supply, etc.). If BIEGLER is required to meet a warranty claim, it is performed at its domicile and the customer shall bear the costs and risks of transport of the device from and to the place of use.

Complaints outside the warranty period: The buyer is obliged to pass on any notice of defects to BIEGLER.

Damages: BIEGLER shall under no circumstances assume liability for slight negligence. Compensation for lost earnings and profits is likewise excluded.

Force Majeure: Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under these terms where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations which would prohibit either party from ordering or furnishing products or from performing any other aspects of the obligations hereunder, delays in transportation, and liability to obtain necessary labor, supplies or manufacturing facilities.

Other: BIEGLER does not give any advice and instructions with regard to its products concerning billing and coding or a possible reimbursability by public or private health insurers. BIEGLER is not responsible and takes no liability with regard to external content contained in websites which are linked to BIEGLER's own website.

BIEGLER reserves the right to make changes to the Sales and Delivery terms at any time.

BIEGLER GmbH
Allhangstraße 18a
3001 Mauerbach, Austria
www.biegler.com

Contact:
E-Mail: office@biegler.com
Phone: +43 1 9792105