

1. General

The following conditions apply to all offers, deliveries and services and are agreed part of all contracts concluded with VBM, whether through written, verbal or telephone orders. Conflicting conditions of customers are excluded. Following general terms and conditions apply exclusively, as well as the "Regulations for distribution partners to implement the Medical Device Regulation (EU) 2017/745" of VBM where applicable.

2. Offers

Offers of VBM are non-binding if nothing else has been explicitly agreed upon.

3. Purchase Orders

Purchase orders and corresponding terms are accepted by the order acknowledgement of VBM. Products, quantities, prices, and terms mentioned in the order acknowledgement are binding. Amendments are only accepted after written confirmation by VBM.

Order quantities must be in complete packing units.

Cancellation of confirmed orders by the purchaser requires written approval of VBM. Compensation charges might arise from such cancellation.

4. Prices

The current price list of VBM applies. All prices are in EURO (€), net (excluding value added tax), ex works, plus packing costs and insurance.

5. Delivery

Delivery is FCA Sulz a.N. (Incoterms 2020). The delivery times stated by VBM are non-binding and determine the time by when the goods will be ready for dispatch. Part deliveries are permitted. No claims can be asserted against VBM for the consequences of delayed or missing deliveries.

6. Payment Terms

Invoices of VBM are payable without any deduction and within the agreed payment period. Any discounts are only admissible if mentioned in the invoice. VBM reserves the right to demand advance payment.

VBM also reserves the right to add interest and dunning fees on payment delays.

7. Traceability / Vigilance

The distributor and its representatives are obliged to establish a system for full product surveillance and traceability of medical devices to users respectively customers. The customer shall inform VBM immediately of any complaints, incidents or other events and market observations regarding the products of VBM.

8. Warranty

Insofar as nothing to the contrary arises from these GTC including the following provisions, VBM is liable for a breach of contractual or non-contractual obligations in accordance with the statutory provisions.

VBM is liable for damages – regardless of the legal grounds – in the event of intent and gross negligence. In the case of simple negligence VBM is only liable for

- damages resulting from injury to life, body, or health
- damages from the violation of an essential contractual obligation (an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the buyer regularly relies and may rely); in this case, however, VBM's liability is limited to the typically occurring damage.

VBM is not liable for the consequences of improper handling or modification of the products, inadequate maintenance on the part of the buyer or third parties, or for defects based on normal wear and tear or caused by transport.

9. Liability

The buyer must check the delivery immediately and must report all defects and missing goods within one week after receipt in written form. Hidden defects must be notified immediately after detection.

VBM provides a warranty for a period of 12 months from the date of delivery for the proper functioning of the products supplied by VBM and for their durability when handled properly. For energetically operated devices like Tourniquet Devices and Pressure Infusors, Manujet, Cuff Controller as well as for Cuff Manometers, a warranty period of 24 months from the date of delivery applies.

10. Return of goods / Goods for trial

The goods supplied by VBM can be returned after consultation and permission within 30 days from invoice date. Excluded are special procurements, customized products, and sterile products according to MDD/MDR. The goods must be returned unopened in their undamaged original packaging. VBM reserves the right to charge a handling fee. For more information, please refer to the terms of service conditions on the VBM homepage www.vbm-medical.de.

After the agreed trial period of loaned goods, these must be returned to VBM cleaned or sterilized. VBM will charge for any damage caused by testing. Please note that loaned goods must be returned to VBM. In case of an order, new goods will be supplied.

11. Retention of title

VBM retains title to all goods supplied by VBM until full payment of the purchase price.

12. Place of fulfilment and jurisdiction

Sulz a.N., Germany is the place of fulfilment for all deliveries and services of the contracting parties (national and international). Any controversy, claim, or dispute not settled by arbitration shall be litigated before the competent courts at the place of business of VBM. VBM is instead also entitled to assert its claims at the general place of jurisdiction of the buyer.

Our GTC and all contracts concluded under these GTC shall be governed by the laws of the Federal Republic of Germany to the exclusion of UN Convention on Contracts for the International Sale of Goods (CISG).