

General Terms and Conditions

Medipan GmbH

Scope of application: Deliveries worldwide

Unless otherwise agreed in writing, Medipan GmbH products are delivered under the terms and conditions set out below. By placing an order, the buyer accepts the terms and conditions of delivery. Medipan GmbH does not accept any terms and conditions of purchase of a buyer, even if Medipan GmbH does not expressly object to them. The terms and conditions of the contract also apply to all future business relationships, even if they are not expressly agreed again.

Order placement: Orders to Medipan GmbH can be placed in writing (including via electronic communication systems) or verbally. Verbal orders only become legally binding for Medipan GmbH once they have been confirmed in writing by the customer or once the goods have been delivered.

Delivery: Medipan GmbH ships on Mondays and Wednesdays with a flat shipping fee to the recipient's destination. Special requests regarding packaging, additional shipping days, and additional shipping services (e.g., express delivery) are at the expense of the buyer. If delivery is not possible due to unforeseeable circumstances (e.g., operational disruptions, delays in the delivery of raw materials, transport difficulties, strikes), the obligation to deliver shall not apply. Medipan GmbH reserves the right to make partial deliveries. Medipan GmbH's delivery obligation is suspended as long as the customer is in arrears with payment. Medipan GmbH selects the packaging and shipping method at its own discretion in accordance with the respective requirements.

Product properties: The delivered products comply with the specifications stated in product lists, on the products themselves, or on the accompanying information sheets. In the event of deviating information, the labels on the products themselves and the information on the information sheets accompanying the products shall be decisive for the product-specific properties. The test reagents must not be used after the specified expiration date.

MEDIPAN products may only be used for their intended purpose. The buyer is responsible for checking their functionality immediately upon receipt and on each day of use. Test reagents in particular may malfunction for reasons that are largely beyond the manufacturer's control, such as unfavorable transport conditions, incorrect storage, and improper use. The use of test reagents supplied by Medipan GmbH therefore requires appropriate expert monitoring of the analysis by the user.

Warranty and product liability: Unless otherwise agreed in writing, all risks are transferred to the buyer as soon as the shipment has been handed over to the person performing the transport or has left the Medipan GmbH warehouse for the purpose of shipment. If shipment is delayed at the buyer's request, the risk is transferred to the buyer upon notification of readiness for shipment. Upon receipt of the goods, the buyer must check within one working day whether they comply with the contractual agreements in terms of quality and quantity and whether the goods are free of visible defects. If this inspection gives rise to any complaints, these must be reported to Medipan GmbH in writing within two working days. Hidden defects or malfunctions that were not apparent during the initial inspection and are only discovered later must be reported to Medipan GmbH in writing within 14 days of receipt of diagnostic test kits or 14 days after commissioning of diagnostic device systems. If no complaint is made within the specified period, the goods shall be deemed to have been accepted by the customer in terms of quality and quantity. Complaints do not release the buyer from their obligation to pay.

In the event of a timely and justified complaint about diagnostic test kits due to a product defect or the delivery of goods other than those ordered, Medipan GmbH undertakes, at its discretion, to exchange the goods within 14 days, repair them, or take them back in exchange for a refund of the purchase price. If the defect is not remedied despite replacement delivery or repair, the buyer may demand that the purchase be rescinded. In the event of a timely and justified complaint about diagnostic device systems due to a product defect or delivery, Medipan GmbH

undertakes to remedy the defect as quickly as possible. If it is not possible to remedy the defect and restore the device system to working order, Medipan GmbH undertakes to deliver a replacement.

The warranty for diagnostic device systems is limited to one year.

If shortages have been reported in a timely manner, Medipan GmbH has the choice between subsequent delivery or a corresponding credit note. Further claims for damages by the buyer are excluded, unless Medipan GmbH has violated its contractual or legal obligations through gross negligence or intent. In such cases, Medipan GmbH shall compensate for damages up to a maximum of 20 times the purchase price of a single package (test kit) of the defective product. Medipan GmbH accepts no liability for consequential damages.

Prices: The prices in our current price list or the prices stated in our contracts and order confirmations plus statutory value added tax apply. Invoices are issued in the agreed currency.

Terms of payment: If the payment deadline is exceeded, we will charge default interest at a rate of 2% above the official discount rate.

Retention of title: The delivered goods remain the property of Medipan GmbH until full payment has been made and may not be pledged or transferred.

Applicable law, place of jurisdiction, partial invalidity: The contractual relationship is subject to the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. The place of jurisdiction for any disputes arising from this contract and the place of performance is 15827 Dahlewitz, unless otherwise agreed in writing. Should individual provisions of these terms of delivery be invalid, the contract with the buyer shall nevertheless remain binding in all other respects. The invalid provision shall be replaced by a new provision that comes as close as possible to the intended provision.

Order acceptance:	☎ +49 33708 - 44 17 - 0	🕒 7 ⁽³⁰⁾ - 17 ⁽⁰⁰⁾
Order by fax:	☎ +49 33708 - 44 17 - 25	🕒 24
24-hour delivery service:	from date of dispatch	

Medipan GmbH

Ludwig-Erhard-Ring 3
15827 Dahlewitz / Berlin

Phone: +49 33708 - 44 17 - 0
Fax +49 33708 - 44 17 - 25
Online: www.medipan.de
E-mail: info@medipan.de