

6. Orders shall be executed at the negotiated prices. If by way of exception the prices are not negotiated beforehand, then binding prices shall be entered in the order confirmation. The client reserves the right of objection or rescission, especially if price increases occur in the period before delivery. The contractor is obligated not to raise fees for services or deliveries performed within twelve months subsequent to placing the order, neither as a result of rising costs or wages in the contractor's industry nor as a result of increases in the value added tax or for any other reason. Exceptions (not valid for bid tendered in accordance with the Ordinance Governing Contracts for Supplies and Services: VOL) need to be negotiated at the signing of the contract and require the client's written approval.

7. Should the client grant prior written approval, or in cases when, in accordance with Section 4 Number 4 of the Ordinance Governing Contracts for Supplies and Services Part B (VOL/B), no prior approval from the client is required, allowing the provision of services or parts thereof to be transferred to others, sub-contractors must be informed of the fact that this would be a public assignment immediately when a quote is requested.

In addition the contractor has to

- a) proceed in a competitive manner when sub-contracting;
- b) provide the name of the sub-contractor to the client upon request.

The contractor is not allowed to impose any conditions upon the sub-contractor especially regarding payment methods and safety that are materially more disadvantageous than the conditions negotiated between the contractor and the client. The contractor is obligated to tender bids from small and mid-sized companies where appropriate.

8. The contractually stipulated completion term (delivery term) begins with the receipt of the order by the contractor. An extension of the terms requires express written approval from the client.

9. Even when goods are shipped, the liability for the goods is transferred to the client upon their arrival and acceptance.

Systems and equipment are considered accepted when they have been transferred to the client along with all required documentation (e.g. instruction manuals, service documents etc.) in a proper manner and the briefing of the service and maintenance personnel has been undertaken in an appropriate manner.

Other deliveries are considered accepted, if the acceptance is not refused within five working days (excluding, Saturday, Sunday, and holidays) after delivery to the receiving department, giving the reason for refusal.

Under no circumstances are deliveries to the receiving department at the client considered transferred or accepted. The receiving department only checks external integrity of the packaging material.

10. Defect claims expire after 24 months in as far as laws do not compel a longer term. The term for defect claims begins with the acceptance of the delivery by the client (Section 13 Ordinance Governing Contracts for Services and Supplier Part B(VOL/B) and Number 9 of these additional contractual conditions). The defect claim is not dependent on the object remaining in the packaging.

11. In case of faulty performance, the client is free to demand the removal of the defect, the delivery of faultless wares (improvement), cancellation of the purchase contract, reduction in the purchase price and compensation for damages or reimbursement of futile expenses.

The client is free to immediately declare cancellation or demand compensation for damages.

The contractor shall bear all costs which are part of the supplementary performance, especially the transport, infrastructure, work and material costs.

12. The contractor is liable for all damage caused to his own or third party services or people until said services have been accepted, even if the damage is caused by third parties acting under the contractor's aegis.

13. Should no other agreement be made, the contractor shall bring the delivery or perform the services at the place of performance named in the individual order.

All additional charges such as freight, carriage, insurance fees, stall fees, packaging, loading and unloading, transport to the intended areas, connection of systems and equipment to the power supply lines in a building, briefing for service and maintenance personnel etc. shall be included in the negotiated price.

Delivery shall be carried out at the following times:

1. Universitätsklinikum Würzburg
Public Agency
Josef-Schneider-Straße 2
97080 Würzburg, Germany

Monday to Thursday:
07:30 – 16:00
Friday:
07:30 – 12:00
Delivery to storage by appointment.

2. Klinikum rechts der Isar der Technischen Universität München
Public Agency
Ismaninger Str. 22
81675 Munich, Germany

Monday to Thursday:
08:00 – 12:00 and
13:00 – 15:00
Friday: 08:00 – 12:00

3. Universitätsklinikum Erlangen
Public Agency
Krankenhausstraße 12
91054 Erlangen, Germany

For deliveries to the central warehouse of the university hospital
Zentrallager des Universitätsklinikums
Neuenweiherstraße 4
91056 Erlangen, Germany

Monday to Friday
07:30 – 15:30

For delivery directly to the place of use in the university hospital

Monday to Friday
07:30 – 15:30

14. Payments shall be made subject to inspection of proper pricing. Said proviso shall be expressly recognized by the contractor and the contractor is obligated to refund any excess payments.

The invoice shall be provided in two copies after fulfillment of the order. The second copy shall be clearly recognizable as a duplicate.

In as far as no other trade discount is negotiated; all invoiced amounts shall have a 3% reduction for payment within thirty days.

Payment day is the day when the transfer order is entered or sent to the financial institution.

15. Contractor claims against the client can be transferred to third parties with written approval from the client. The invoiced amount can be offset against any client's debts receivable up to the full invoiced amount.

16. All statements, especially operating instructions etc. from the contractor need to be written in German. Any foreign language statements from third parties (e.g. certifications from officials) also require a German translation to be enclosed with the statement.

17. Place of performance for deliveries and services as well as the jurisdiction is the location of the relevant hospital, where the services shall be performed. German law shall apply.

18. For orders of more than €10,000 a declaration needs to be made stating that the contractor has fulfilled his obligations regarding tax payments, social security contributions and mandatory casualty insurance contributions as well as his legal obligations to employ physically challenged persons. This rule also applies if the order is given using some procedure other than tendered bids (source: Bavarian State Ministry for Finances dated February 11, 1993 - File: 41a/38-S O270-4/89-3739).

19. In case of war, natural catastrophes, orders of higher authority etc., the contractor is freed from having to provide the services for the duration of the disruptions and the

client is freed from his payment obligations. The above does not apply to strikes or transporting difficulties on the part of contractors or their suppliers.

20. Should part of this contract or order conditions become invalid, the validity of the other clauses and parts shall remain unaffected.