

# Warranty declaration for AS Medizintechnik GmbH as at 07.06.2019

**THIS IS A TRANSLATION OF THE ORIGINAL TEXT IN GERMAN AND IS THEREFORE NOT LEGALLY BINDING AT ANY TIME. THE GERMAN ORIGINAL TEXT ALONE IS LEGALLY BINDING.**

We provide a quality warranty, as defined by the German code of civil law (BGB, §434 ff. / §633 ff.), for our products for a period of 5 years from the date of delivery by us.

If a product supplied by us suffers a defect, we will ensure that the defect is rectified within the scope outlined below:

## § 1 Scope of protection

This declaration only applies if the product is rendered useless or its usefulness is seriously adversely affected (defect) as a result of a design, production or material flaw, which existed when it was supplied to the customer. It shall not apply in particular if the adverse effect on the usefulness of the product is caused by natural wear and tear, incorrect usage or external effects. This declaration shall also not be applicable if the customer intentionally or due to gross negligence breached statutory or official regulations, in particular the Medical Product Law and the laws and directives specified therein whilst bring the product into circulation, during its storage or during the use of the product.

This declaration does not contain any guarantee of the properties or the durability of the product.

## § 2 Claims by the customer on the basis of the declaration

In the event of a justified claim being made on the basis of this declaration we shall, at our own discretion, exclusively rectify the product defect (refinishing) or supply a perfect product. The purchaser cannot derive any further claims or rights from this declaration, in particular no claim for the reimbursement of costs incurred due to the defect and shall also have no claims for compensation for consequential damage. Both the transport of the product from the purchaser to us and the return transport shall be at the cost of the purchaser.

## § 3 Period of validity

This warranty declaration shall only be valid for claims received by us on the basis of this declaration within the claim period of five years specified above. This claim period shall end in any event, however, 66 months after the date of production of the product as specified by the date stamp on the product or as per the entry in the documentation supplied with the product, such as the delivery date, operating manual or device certificate. If defects are reported after the expiry of the claim period or the verifications or documents required by this declaration are not submitted until after the expiry of the claim period. The purchase shall not be entitled to any rights or claims on the basis of this declaration.

## § 4 Defect notification

As soon as the purchaser discovers a defect on the product, he must notify us of it in writing immediately but at the latest three working days after the discovery of the defect. Otherwise he will lose all claims on the basis of this declaration.

## § 5 Making claims on the basis of the declaration

To make claims on the basis of this declaration, the following must be submitted or notified to us at the expense and risk of the customer:

- The rejected product,
- Detailed description of the defect,
- The date of production,
- The invoice, delivery note or other suitable documents to verify the date of production and the date of purchase from us.

If the customer sends the product from a place outside the Federal Republic of Germany, he shall pay all the costs incurred with shipping the product to the return address (including any taxes, duties and other charges).

## § 6 Statute of limitations

If we do not acknowledge properly lodged claims based on this declaration in writing, all claims from this declaration shall become statute-barred six months after the date of the claim, but not before the end of the claim period.

## § 7 Applicable law

Material German law shall apply exclusively to this declaration and all claims, rights and obligations resulting from it, excluding the standards of International Private Law and also excluding UN-Convention on Contracts for the International Sale of Goods (CISG).

## § 8 Contact details

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