

# GENERAL TERMS AND CONDITIONS

October 2013

October 1, 2013

**General Terms and Conditions of Champions- Implants GmbH  
(hereinafter referred to as C-I), Champions-Platz 1, D-55237  
Flonheim**

**Local District Court Mainz HRB 40730**

**[www.championsimplants.com](http://www.championsimplants.com)**

**[info@champions-implants.com](mailto:info@champions-implants.com)**

### **1. General**

The General Terms and Conditions apply for all current and future offers by C-I and contracts that have been concluded with C-I. The Terms and Purchase and Sales Conditions of our contractual parties shall not be part of the contract (Protective Clause).

### **2. Conclusion of Contract and Content**

2.1 A contract shall take effect upon submittal of our written order confirmation or delivery.

2.2 We reserve the right to change images, descriptions, drawings, weights and measurements in our brochures, manuals, price lists, catalogues, CD-ROMs, DVDs and our offer, provided the subject of the contract is not significantly changed, or the quality is improved, and as long as the change is reasonable for the Customer.

### **3. Price and Payment Terms**

3.1 Our prices shall be in EURO plus VAT and packaging, insurance and transport costs.

3.2 The price is based on the price resulting from the valid customer price list on the day of the delivery.

3.3 Payments shall be due within 8 days from the date of the invoice.

3.4 In addition, payment can also be made by direct debit of the due amount from the account within 8 days from the date of the invoice, with a deduction of a 2% discount.

3.5 The Customer shall only have the right to offset our claims if his/her counterclaims are undisputed or established with legal effect. The right of retention based on earlier or other business transactions as part of the current business relationships is expressly excluded. Exempted from this is the retention right arising from undisputed or legally binding claims.

### **4. Delivery, Shipping**

4.1 Delivery dates shall be determined according to the agreement reached in the individual case. The delivery deadline is met once the goods have been dispatched, ready for dispatch, or when the readiness of the goods for dispatch has been declared.

4.2 In the event that we are unable to meet a delivery date because of impediments (including breakdowns, power failure, and deliveries that could not be made on time etc.), the delivery time shall be extended accordingly. We will immediately notify the Customer of it. The Customer is not entitled to withdraw from the contract in such a case.

4.3 If it is not foreseeable in such a case that we can deliver the goods within a reasonable period, however at the latest within 4 months, both contractual parties shall be entitled to withdraw from the contract. The same shall apply if the impediment still exists after the lapse of 4 months since our notification. If the impediments had been recognizable for us already at the time of concluding the contract, we would not be entitled to withdraw from the contract.

4.4 We shall be entitled to carry out part deliveries/performances to the extent that this is reasonable for the Customer. Additional costs incurred because of part deliveries and services shall be borne by C-I.

4.5 In case the Customer is in default of acceptance, we will calculate the handling costs amounting to 0.5% of the delivery value.

4.6 The risk of accidental loss and deterioration of the goods shall be transferred to the Customer upon handing them over for transport. This applies regardless of whether shipment is made from the place of performance. We reserve the right to choose the means of transport. Shipping costs are borne by the Customer. If the Customer is in default of acceptance, the risk shall be transferred upon notification of the readiness of the goods for dispatch.

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## **5. Articles Sent on Approval and Sampled Offers**

Articles sent on approval and sampled offers shall be deemed to have been approved and shall be invoiced if they are not returned within 30 days after their arrival. The costs for the return of articles sent on approval and sampled offers shall be borne by the Customer.

## **6. Right of Return**

6.1 Notwithstanding the rights in the event of defects of the delivered goods (cf. 8), only original C-I goods can be replaced.

6.2 Exempted from the return are goods that are not longer part of our product range. The same shall apply for special offers.

6.3 The Customer's return of delivered goods shall be accepted within 14 days if the goods are in their original packaging and if they are neither labeled nor glued. In addition, a copy of the delivery note shall be enclosed, and the reasons for the return shall be indicated. If the goods are returned without the copy of the delivery note, an additional administration fee of 60.00 Euros will be charged. A money refund is excluded.

6.4 Order-related goods that are specifically ordered for you are excluded from the right of return.

6.5 According to the Medical Devices Act (MPG), sterile products are exempted from replacement and the right to return.

6.6 According to the Medicinal Products Act (AMG), pharmaceutical preparations are exempted from replacement and the right of return.

6.7 The return of the goods shall be at the Customer's expense and risk.

## **7. Reservation of Title**

7.1 All goods supplied by us shall remain our property until the payment of all claims resulting from the business relations has been made.

7.2 Upon access of third persons to the reservation of title, the Customer shall notify us immediately. The Customer shall bear all expenses in connection with suspending the access and reacquiring the goods delivered by us.

7.3 The Customer is entitled to sell and process the commodity subject to retention of title within the scope of the proper course of business. Customers assign to us all their claims against their purchasers resulting from the resale and process of goods. We authorize the Customer, until revoked, to collect the claims assigned to us in the own name but for our account. Upon our request, the Customer will reveal the assignation and submit us the necessary information and documents required for the collection of the claim.

7.4 If the commodity subject to retention of title is connected with other articles, the reservation of title shall continue in respect of the newly created article. We acquire a co-owner's share in proportion to the invoice value of the goods subject to retention of title to the value of the other combined articles. If one of the combined articles is considered as the main constituent, he/she transfers the ownership in proportion to the invoice value of the goods delivered by us to the value of the other combined articles. As regards our co-owner's share, the customer shall keep the new article free of charge.

## **8. Warranty, Guarantee**

8.1 Our guarantee provisions are an expression of our confidence in the efficiency of our products as well as obligation towards our Customers.

8.2 The Customer must immediately inspect the supplied goods for completeness and accuracy upon arrival at their destination. The delivery shall be considered as approved if written notice of defects is not received by us in writing or fax within five working days upon arrival of the goods at their destination or within five working days of the detection of the defect that was not noticeable in an ordinary inspection.

8.3 Transport damages are to be notified immediately to the carrier.

8.4 If the object of sale has a defect, we shall have the right to choose between performance in the form of remedy of the defect or delivery of a new item free of defects. In the event of remedy of the defect we shall be obliged to bear any

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expenditure, in particular incurring for shipping, transport routes, working and material costs, as long as these do not increase because the purchased object is brought to a different location than the domicile or principal place of business of the Customer.

8.5 If the remedy or replacement fails, the Customer is entitled to choose to withdraw from contract or to require a reduction of the purchase price.

8.6 If C-I is at fault, C-I shall be held liable for any claims of the Customer, irrespective of legal grounds, in the event of defects or failures of the delivered goods or a lack of guaranteed quality. Paragraph 9 shall apply. This provision, however, shall not apply to claims for compensation for consequential damage caused by the lack of guaranteed quality if the warranty is intended to protect the Customer against such damage; in such a case, C-I is only responsible for the typical and foreseeable damages.

8.7 The statute of limitation of warranty claims (warranty term) shall be 1 year, calculated from the day of risk transfer.

## **9. Responsibility**

9.1 For claims for compensation for damages, on whatever legal grounds, including delay, defective delivery (with the exception of Paragraph 8.6), positive breach of contract, of obligations during contract negotiations, and of advice obligations, prohibited actions and product liability (except eventual liability according to the product liability law), C-I shall only be liable for slight negligence in the case of a default on major obligations that fundamentally compromise the purpose of the contract and only for the typical and foreseeable damage. Otherwise our liability for slight negligence and our liability without fault are excluded.

9.2 In case of gross negligence, C-I shall only be liable for the typical and foreseeable damage.

9.3 C-I shall not be liable for damage arising from incorrect processing of our products or from the combination with products with components belonging to third parties.

## **10. Final Provisions**

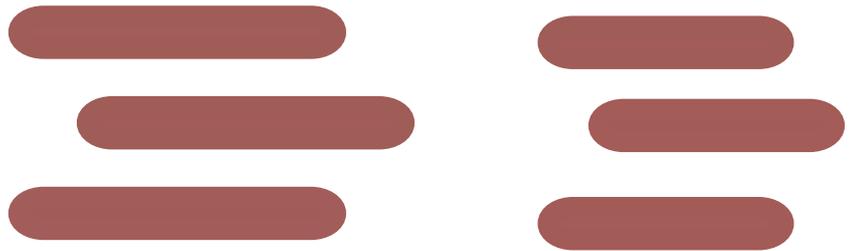
10.1 German law applies, excluding the UN Convention via the international sale of goods.

10.2 The place of performance is 55237 Flonheim.

10.3 With respect to business people, legal persons under public law, or special funds under public law, Flonheim shall be the place of venue for any disputes that may arise from this contract. This also applies in the case that the Customer does not have a general place of venue in a contracting state of EuGVÜ (European Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Matters). We shall also have the option to sue the Customers at their general place of venue.

10.4 If a regulation of these General Terms and Conditions is ineffective or becomes so in the future, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision of which the content comes closest to the economical purpose sought by the respective ineffective clause – if a dispositive statutory law does not apply. The corresponding is also valid in case of a gap.

C-I strongly recommends that you should participate in continuing education courses and that you should follow the instructions according to the User Manual provided with the products. It is solely your responsibility to plan the treatment and to use the product correctly. C-I seeks to improve its products and reserves the right at all times to further develop and modify these products, to change the technical data, or not to offer a particular product anymore.



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