

Silicone – hoses and hose assemblies single-use systems

We expressly point out that these Terms of Quote serve as the basis for the attached offer, to the extent that the offer concerns silicone hoses, silicone hose assemblies and single-use systems. Furthermore, all current and future offers of TECNO-PLAST Industrietechnik GmbH, Dusseldorf, Germany ("TECNO PLAST"), are submitted subject to the condition that the customer

- has read and fully accepted the General Terms and Conditions ("GTC") of TECNO PLAST, which are available on our website at www.tecnoplast.de,
- has read the relevant catalogues, product brochures and instructions for use on our website at www.tecnoplast.de and has made sure on its own responsibility that the planned use corresponds to the information provided therein.

If there are questions, the customer should request written clarification from TECNO PLAST.

When technical standards and Incoterms are mentioned in these Terms of Quote and in the offers of TECNO PLAST, this refers to the version that is valid at the time of the offer, unless expressly stated otherwise.

By placing the order, the customer accepts these "Terms of Quote" and TECNO PLAST's GTC in full. Any reference by the customer to its own "General Terms and Conditions" is invalid for this offer.

Technical requirements:

- 1) The customer's duty to cooperate:** It is the sole responsibility of the customer to compare the offer technically and commercially with its inquiry and its needs. The customer must complain about any deviations before placing the order. No changes can be made after the order has been placed.
- 2) Length tolerances for hose assemblies:** The DIN EN16821 standard (technical standard of the German standardization organization) applies to silicone hose assemblies, so that a length tolerance of +3% / -2% applies. A better length tolerance may be achieved on request and at extra cost.
- 3) Overdelivery/underdelivery of goods sold by the meter or yard:** If the article is shown as sold by the meter or yard, overdelivery or underdelivery of up to 10% of the agreed length is permitted; the purchase price will then be adjusted to the length actually delivered.
- 4) Sterilization by steam:** The use of steam sterilization is not recommended for silicone products. For details see "Instructions for Use: Silicone Hoses and Hose Assemblies".
- 5) Material certificates:** The customer must, under all circumstances, provide detailed information about the documents/certificates it requires when requesting an offer. These are generally charged at a rate of €18/piece/item. They shall only form part of our offer if they are expressly stated in the offer. Subsequent requests for documents/certificates – if at all possible – will be charged at a rate of €35 per piece/item.
- 6) Marking:** The customer must refer to the marking when making an enquiry. Unless otherwise agreed, the goods will be marked on the basis of our respective standards for the respective articles. The individual qualities of the respective product as found in the respective catalog/product brochure must be considered in this regard. The catalogues/product brochures are available on our homepage at www.tecnoplast.de. Subsequent changes are no longer possible or will result in additional costs if they are possible in individual cases.
- 7) Minimum shelf life:** TECNO PLAST reserves the right to deliver goods with a remaining shelf life of at least 1 year. If the remaining shelf life is shorter, the customer must be asked.
- 8) Single-Use Systems (SUS):** By placing an order, the customer confirms that it has double-checked every detail of the offer and the drawing. TECNO PLAST strongly recommends ordering a corresponding release sample for each system.
- 9) SUS delivery:** TECNO PLAST strongly recommends that at least one corresponding retention sample be ordered additionally for a fee with each order. If the order does not contain a corresponding note, the customer expressly waives this option.

Commercial requirements:

- 1) Liability:** Every offer made by TECNO PLAST is generally non-binding and may be withdrawn or amended without giving reasons until the order is placed. If obvious errors are found, it can also be withdrawn, amended and resubmitted after the order has been placed.
- 2) Binding periods:** Unless otherwise stated, TECNO PLAST shall be bound to the prices quoted in the offer for 6 weeks and to the stated delivery periods for 2 weeks.
- 3) Prices:** The prices apply to the total quantity offered!
- 4) Terms of payment:** Unless otherwise stated in the offer, a discount of 2% applies if payment is made within 10 days of the invoice date, other than that payment is due within 30 days of the invoice date without deduction.
- 5) New customers:** In this case, the first transaction shall be carried out with advance payment only.
- 6) Minimum order value:** This amounts to €250. The minimum order value will be generated and confirmed automatically for order values below €250.
- 7) Terms of delivery:** Unless otherwise stated in the offer, ex works Dusseldorf, Germany (ex works according to the ICC Incoterms)/excluding packaging serves as the basis for this offer.
- 8) Partial deliveries:** TECNO PLAST shall be entitled to make partial deliveries without further inquiry, provided they are reasonable for the customer. If the customer does not want partial deliveries, it must point this out explicitly and clearly when placing the order. In many cases, express delivery is available for a surcharge of 10% on the offer price, so that the goods can be delivered faster compared to the offer. The availability of express delivery can only be checked and perhaps be offered in special cases.
- 9) Placing an order:** TECNO PLAST shall be bound by an order only if TECNO PLAST has confirmed it in writing. A confirmation of receipt is not yet an order confirmation. TECNO PLAST will only accept official orders placed in writing. If time is short, the customer can check the offer, change it as needed and return a copy of the offer by fax with the customer's order number, the name of the person placing the order, their initials and signature, and the date on the last page of the offer. This document will then be processed as an order.
- 10) Confidentiality/Retention of title:** We reserve our rights of ownership and copyrights to our illustrations, drawings, calculations, and other documents. Furthermore, to the extent that we disclose trade secrets to the customer, the customer must treat these as confidential. This applies in particular, but not exclusively, to documents that are designated as confidential. The customer may only disclose these to third parties with our prior express written consent. Violations may lead to claims for damages, among other things.
- 11) Cancellations/order changes:** After the order confirmation (not a confirmation of receipt) has been issued, a customer's request for modification of the order – if even possible after TECNO PLAST has checked feasibility – can be taken into account only if agreed accordingly and only against separate remuneration. TECNO PLAST can state the amount of the remuneration only after examining the case. If the customer wishes to cancel the order and TECNO PLAST complies with this wish, the customer shall reimburse all costs incurred up to that point, such costs having to be proven by TECNO PLAST; if the customer is entitled to cancellation and the customer asserts this right, the statutory provisions shall apply instead.
- 12) Complaints:** If the customer returns an article due to complaints, TECNO PLAST will examine the article if an examination is possible. If the examination does not prove a defect, the customer will be charged a lump sum of €100 for handling. Furthermore, the customer will continue to be obligated to accept and pay for the article.