

Terms and Conditions of Sale

for both **wek-tec e.K.** and **wek-tec International UG ((haftungsbeschränkt))**, 6 p.

1: Introduction and Definitions:

1.1. Both companies are registered at the same address as proprietorships by Dr. Alexander Wekhof for manufacturing and sales of standard and customized sterilization equipments under the same sales conditions, where wek-tec e. K. is for domestic and another is for out-of-state operations, plus it is for holding company patents and trade secrets, more is at <http://www.wek-tec.de/impressum.htm>.

1.2. Since both companies are represented by Dr. Wekhof, than both companies further are referred as "**Seller**", while its equipment and services for sale are further referred as "**Products**", presented at <http://www.wek-tec.de/wt-systems.htm>.

1.3. A purchaser of Products is to be referred "**Buyer**". By applying for a Product inquiry, Buyer has to present his affiliation with the full contact information, his position and the link to the website of this affiliation. Seller is to present his formal **Offer** to Buyer, and if it is accepted, buyer is to issue his Purchase Order - further "**Order**".

1.4: Purchasing and usage of our Products requires understanding its purposes and basic operation principles described in its brochures and manuals. Seller is to answer Buyer`s related questions to make sure Buyer understands what he is buying and consequences of an improper usage of to be purchased equipment. Buyer is to fully comply with our Terms and Conditions of Sales (further "**Terms**") at his uppermost responsibility.

2. General Conditions:

2.1 Buyer`s order for Products or services from Seller is the subject to these Terms.

2.2 Seller can change or clarify parts of Terms without an advanced notice, yet not for an already made purchase. Therefore it is the Buyer responsibility to download these Terms together with the offer from Seller and to save both with applied warranties. Seller is not obligated to keep outdated Terms on its database. A Buyer who lost his then valid version of Terms has later to refer and to use our currently displayed Terms.

2.3: Any future specific changes within Terms do not affect the validity for the rest of Terms, yet Seller does not have to highlight these changes in future editions of Terms.

2.3 Any objections by Buyer to Terms as a condition of his purchase have to be submitted in writing for a review by Seller. Seller will negotiate these new conditions either accepting or rejecting those only for this specific sale. Then changes if any are to be included in a respective Sales Contract between Seller and Buyer. Any prior or later e-mail or telephone objections by Buyer to any Terms provision shall not be construed as a waiver of these specific Terms conditions by Seller after such changes have been made.

3. Product Ordering Procedure:

3.1 Buyer is to submit his technical requirements and is to answer in detail questions posted in response by Seller for his Offer to Buyer. Offer will contain the system price, delivery and payment conditions, etc.. If an equipment selection will depend on results of evaluation tests, Seller is to suggest those, yet its acceptance is not binding for Buyer.

3.2 Seller`s price has to account for the inflation during the time from the Offer and the planned ordering time by Buyer if this is longer than 6 months. This time is depends if it is for an immediate purchase, for a grant application or for the next year plans.

3.3 Seller first submits an informal offer by e-mail, which is the subject for negotiations and further changes. Only Buyer`s Order on the Seller`s Offer is subject to these Terms.

3.4 Seller`s formal Offers have an expiration date of usually thirty (30) calendar days from the date issued, unless otherwise noted on his Offer.

3.5 Offer is the subject to withdrawal by Seller's written notice within that period unless the Order is already issued. The reason for the Offer withdraws has to be a Force Major as described further below. Then Buyer's already paid funds are to be returned to Buyer.

3.6 Offer includes suggested prices and delivery date, a summary of the technical data on Product, with a links to the Product description and a link to Terms plus payment conditions etc.. The latest Offer replaces all previous formal or e-mail quotations. If any later change in such Offer is desired by Buyer, it is to be submitted anew with requested modifications which will be a subject to additional charges by Seller.

3.7. Current and future prices are subject to change as per business conditions, unless these are already submitted in a current Offer.

4. Buyer's Purchase Order:

Buyer is required to submit its formal Order on its letterhead with its local reference number and its VAT number, referencing the Seller's Offer, the description of the item(s) to be purchased, to confirm payment conditions, to list the delivery address and the person to take the delivery and confirmed payment terms. Seller is to confirm this Order.

5. Payments Terms and Possible Unexpected Extra Payments:

5.1. Payments are to be transferred by Buyer from bank to bank via wire within max 30 calendar days from the Invoice by Seller unless otherwise specified by Seller in its Offer. If these are payments have a progressive scale and a down-payment, Buyer has to follow agreed-upon payments in order to keep the execution of the order. If payments are stopped or not fulfilled as per the Agreement, Seller shall have the right to terminate this Order or to suspend further performance of the Order.

5.2 A Buyer Order for a custom-made product is to be accompanied by an advance from 30% to 50% down-payment or by the full 100% prepayment whatever is accepted in Offer. Most of out of State Buyers fully (100%) prepay 100% their Orders.

5.3 Overdue payments shall be charged interest at the maximum permitted by the German law. If the Seller is required to retain a collection agency or attorney to collect overdue payments, all reasonable collection costs, including attorneys fees, shall be payable by the Buyer. The Buyer hereby grants to the Seller a security interest in the products for recovery of the purchase price and fees upon the Purchaser's default.

5.4 An ordered project has to be financed within the budget accepted by the Buyer. In case of custom project any non-planned yet necessary additional expenses due to unforeseeable changes such as non-availability of ordered components, defective or wrong components - all that have to be reported to Buyer and may require additional payments from Buyer. The situation has to be resolved through negotiations. If not, the Seller has the right to deliver the system within the paid funds with its simplest and safe working construction with closest possible technical parameters to those ordered. Buyer has to accept it as his only choice aside of the Order late cancellation, (see par. 11).

6. Certifications:

6.1 Under German laws Seller is obligated to provide its own safety certificate known as CE. This is a legal confirmation that the Product is safe to operate in its original enclosure. Seller provides such CE certification for each sold Product after performing Product functionality tests and TESTS on Electro-Magnetic noise - all in-house. E.g. to assure a stable work of outside electronic equipment (IPC, etc) within 1-3 m from the Seller product. Seller Products also comply with the European "Good Manufacturing Practices" (GMP) whenever it is possible and carries liability insurance.

6.2 By issuing the CE certificate on sold Product, Seller takes the responsibility for damages which could result if the unit causes damages at Buyer facilities, providing it were operated strictly in accordance to the Product Manual.

7. Local Permits and Taxes:

7.1 Buyer is to upfront inform Seller about any modifications to be made so to comply with Local or State permits, which Seller will incorporate in its Products at Buyer's additional expense.

7.2 Any manufacturer's tax, use tax, sales tax, or tax of any nature whatsoever, which could be later assessed against this Offer /Order, shall be in Offer to be paid by Buyer.

8. Limited Warrantee and Repairs:

8.1 Warranties are granted to the original Buyer from the date of the equipment delivery and are non-transferable to other users. Seller warrants that the Products manufactured by Seller will be free from defects in material and workmanship under the use strictly with the Product Operational Manual and Training after delivery (can be via Skype), for a period of 3 (three) months for all electronic and High Voltage components and for one (1) year for all mechanical components from the date of shipment. It also depends on type of Product and requirements for its service as per its Operating Manual.

8.2 Products purchased by Seller from a third party and incorporated in the Seller's Product carry only their own warranties by the original manufacturer and could expire by the time of the Product delivery to Buyer. In such a case Seller extends warranties as per 8.1 above.

8.3 After Buyer's discovery of any defects within the Warranty Period, Buyer within 3 days has to notify Seller about it in writing. Seller shall review this situation and issue his decision depending on the cause. If this will come out as the Seller fault, the Seller will correct this situation at his costs. If not and if it requires further investigation, the system has to be shipped to Seller at Seller costs. If it will come out the case of the system mishandling, the Buyer is to pay all the associated costs including both ways shipping. Failure by Buyer to give such written notice within the above mentioned time shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

8.4 After the Seller accepts the claim for repairs at his costs, the Buyer has to ship the unit to Seller at Seller costs. Seller will determine if a malfunction is covered by the warranty. If not, Seller is to send his offer for to be paid repairs. If a Buyer accepts it, he has to place his Purchase Order for repairs at Buyer cost. If Buyer rejects the offer for paying non-warranty repairs, he has to compensate Seller's costs for the shipment and already spent time for investigating the cause of the Product not following warranties. Failure by Buyer to pay these costs can result in holding the Buyer equipment till he pays and if not within 30 days, it can be labeled as not working useless equipment and be retained by Seller for parts to compensate his costs.

8.5. Rental repair costs can be charged to a security deposit for rents.

8.6 Customer support-services when are specified by the Seller's offer as a part of the warranties which starts also from the date of the equipment delivery and expire on the date of service termination, no matter services were used or not by the Buyer.

9. Warrantees and (CE) Exclusions are Applied when:

9.1. Defects made by an accident by Buyer or his violation of operating instructions.

9.2. Transportation and storage damages: any damages to the shipping box and possibly to the Product are to be reported during the acceptance of the shipping within 2 days, if not, it will result in cancellation of all warranties.

9.3. Any intervention by Buyer in to equipment electrical hardware for any purpose including for unauthorized repairs. Exception is for maintenance and changing lamps described in the Product Manual.

9.4. Usage of a Product outside its purpose / application designated by its brochures and Manuals, not following provided unpacking, storage and installation procedures, skipping offered Training via Skype - each of these points fully cancels all warranties.

9.5: Seller does not warrant the exactness and applicability of the results reached with our Products but warrants only its up-front stated technical functions. This is to be

confirmed by the Acceptance tests if those are specified in the Offer.

9.6: If training and acceptance tests are necessary as per the Offer yet have not been performed within two weeks due to whatever reason at Buyer after arriving to the Buyer end-location without shipment damages, then such a Product deemed to be considered as fully accepted. Only if Seller was not available via Skype during these 2 weeks such tests can be shifted as per Seller timely upfront note. Any delay in training and/or acceptance tests anyway leave warranties running from the date of delivery.

10. Shipment and Risks of Loss:

10.1. The Seller's Product is considered as sold after it is taken by the shipment service. Transportation to its end destination from customs and passing customs at his land is the Buyer's responsibility, unless it is in EU. The Buyer is solely responsible for payment of customs taxes, import duties and all local taxes.

10.2. For exports Seller is to prepare all documents necessary for shipment. Seller uses and pays DB/Schenker AG for the shipment and its insurance for a loss of the shipment and for damaging the Product through damaging its shipment box.

10.3. Seller is to charge Buyer for shipment upfront unless Buyer offers its shipping agent and takes a full responsibility for shipping (in writing, while placing its order).

10.4 Buyer is to follow Seller's acceptance and un-packaging instructions and shall not sign-off a package damaged by a carrier at the time of delivery - it is Buyer responsibility to hold the shipment carrier for any damages by filing respective damage forms.

Buyer's failure to report package damages annuls all warranties.

10.6. In some special (like Force Major during Covid19, etc.) cases the Seller can use other than already committed shipment services. If this is to happen after the purchase order already was issued by Buyer, then Seller or Buyer are to select another shipping service and its new prices. If it is higher than planned, it will be the Buyer responsibility to cover the difference. Should it be smaller, Seller will return the difference.

11. Order Cancellation, Product Returns and Refunds:

11.1. Buyer has the right to cancel his Order after Placing his Order and/or after transferring his payment any time during the Order execution. In such a case Buyer has to present a solid reason for this action for the Seller consideration. In such a case Seller has the right to retain all the funds already spent or to be spent on its ordered components plus on his overhead during the time between the order or/and its payment plus to charge the late cancellation fee of 25% of already paid funds. The remaining funds are to be returned to Buyer.

11.2. For ordered materials and supplies which could constitute parts of Seller's Trade Secrets are to become the Seller property.

11.3. Cancelling the Order because of delays and other failures, caused by outside of the Seller control (e.g. due to vendors or sub-contractors delays or non-performance, force major cases, etc.), is not the valid ground for the cancellation: the Order has to be competed with whatever delays by outside parties with possible modifications by Seller to be discussed with Buyer to find a win-win compromise for both. Failure to find such a compromise will result in delivering the Product at the closest technically possible conditions as to original conditions.

11.4. If Buyer is not able to complete the rest of payment (e.g. 50% or more) in time upon the system full completion, the Product becomes the property of Seller.

11.5. Rental fee and both ways shipping are not refundable if the buyer cancels the order after rental time has started at the Buyer place or at the Seller place, or the rental work at the Buyer location was not started - the rental time is running from the delivery date.

11.6. IN NO CASE IS MERCHANDISE TO BE RETURNED WITHOUT FIRST OBTAINING THE Seller's WRITTEN PERMISSION AND RETURN INSTRUCTIONS.

11.7. Product returned by Buyer with no Seller authorization becomes the property of the Seller unless Buyer within two weeks upon such a delivery returns it at his own costs.

12. Force Majeure:

12.1 The Seller shall not be considered in default in performance or for non-performance of its obligations hereunder to the extent that performance is delayed or prevented by causes beyond the control or without the fault of the Seller including causes such as acts of Nature, hostilities, Pandemic, strikes, fire, flood, transportation delays or losses, illness of key employees, sudden disruption or substantial increase in the cost of supplies and parts, shortages of labour, fuel, raw material or machinery, delays by suppliers.

12.2 Some technical failures are to be considered as Force Majeure when Seller has exercised ordinary professional care in the prevention thereof yet was working on the project which would reveal unforeseeable physical, chemical or biological effects which diminishes the system projected performance. Par. (11.3, 13.2) is a possible solution.

13. Excuse of Performance, Forced Changes, Legal Domicile:

13.1 If Seller determines that its ability to meet specifications for the ordered Product become limited due to causes set forth in the preceding two paragraphs, Seller may allocate its available supply of the Products or such material (without obligation to acquire other supplies of any Products or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result there from such a replacement, which is specifically valid for "one-of-a-kind or seriously customized standard Products.

13.2 The Seller's only obligation is to put "it's best" to build a custom Product as close to the original Spec in the Offer as technically feasible. In absence of Buyers objections or its own reasonable solutions to such unforeseen problems, the Seller is to deliver the ordered system as it is deemed by Seller to be possible to build. Buyer has to accept any such unforeseen changes without holding Seller liable for it.

14. Proprietary Seller Information (Trade Secrets), Patents:

14.1: Seller is in the business of custom and semi-custom low volume Products, often delivered on an confidentiality base with a signed Non-Disclosure Agreement (NDA) to protect both Buyer Proprietary data. Seller has the right to decline signing Mutual Non-Disclosure Agreement (MNDA) since has to means to control the Buyer's performance during the time of validity of to be signed MNDA.

14.2: Seller can provide only general technical information of his Product without actual schematics, lists of parts and used software. Buyer is prohibited to employ a reverse engineering of Seller Products for its own benefits, or for benefits of third parties, without a signed Agreement with the Seller on transfer respective rights. Buyer is to be liable for all losses resulted from such a violation and for all legal costs as to be determined in the German Court of Law in Konstanz (see par. 16) and/at his local courts.

14.3. Seller assures Buyer that the ordered Products sold do not infringe any valid US or EU patent or copyright as of the date of shipment. Buyer is to promptly notify Seller of any claim in which such infringement is alleged and will fully cooperate with Seller to make whatever changes to ordered Product so to avoid such an infringement, within technical, financial and time limitations of both Seller and Buyer. Buyer's failure to send such a notification during the Order execution annuls all his later claims of this nature.

15. Liability and Indemnification:

15.1 The Buyer is to use Products of Seller strictly in accordance with its User Manual and to request a paid training, if finds difficult to understand Product Manuals

15.2 Buyer is obligated to take over and/or ward off all reclamations, coming to the Buyer from third parties who used equipment or processes incorporated in systems build by an end user of Seller's Products, its sub-systems, processes or OEM products. By

incorporating Seller´s purchased items in his product line, Buyer assumes a full responsibility for his overall product lines.

15.3 Seller shall not be liable for a loss of prospective profits, incidental costs, or special indirect or consequential damages arising from the use of Seller Products originated by Buyer´s own or his third parties - suppliers or users.

15.4 Seller is to carry the liability insurance for accidents during a proper use of his Products. Each case has to be evaluated both by Seller, Buyer and its Insurance companies promptly starting within one week from such damage. Buyer and his insurance for his product line or at his R&D Laboratory are to fully cooperate with all reasonable requests with Seller.

15.5 Buyer shall hold the Seller free and harmless from all risk and liability for expense, loss, damage or injury to persons or property of Buyer or death of any person, arising out of use or possession of Product or sold hereunder in case of quotable usage of Products outside of the Product Manuals, not performed training or Installation.

16. Applicable Laws:

16.1 These Terms is de-factor the binding Agreement between Bayer and Seller and becomes valid from the date of placing the Buyer`s Order and/or from the date of Buyer´s payment on the Seller Invoice.

16.2 Terms are originally written in English for Buyers from all locations for purchasing from the Seller who is located in the State of Baden-Wurttemberg, The Federal Republic of Germany. As such Terms shall be interpreted in accordance with the General Laws of Germany and of any extra Laws if any of the Baden Wurttemberg, valid at the time of the Sale, with no consideration given to conflict of other laws and rules, regardless of the places of execution or performance of any other laws.

16.3 Seller and Buyer agree that the proper venue for all actions arising in connection with these Terms shall be in the city of Konstanz, State of Baden-Wurttemberg, Germany and in the German language. The German valid translation of these Terms is to be sent to Buyer on the request of his/her attorney located in Germany along with his legal inquiry to Buyer in the German language. Any other written formal inquiries against Seller by Buyer are deemed to be invalid and disregarded for all legal purposes.

16.4 Any action, regardless of its form, arising from a dispute on any subject concerning these Terms, including on latest deliveries must not be brought up by either party after three (3) months following the last written communication on then brought up dispute.

Current Terms are issued on 15.02.2021.

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