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**Moticon – sensing foot dynamics**

**General Terms and Conditions of Sale**

Moticon GmbH  
Machtlfinger Str. 21  
81379 Munich, Germany

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## 1 Scope

For all offers, contracts, deliveries and services of Moticon GmbH, Machtlfinger Str. 21, in 81379 Munich, also referred to as "üs", or "Moticon", our present terms and conditions apply exclusively.

Other, in particular conflicting, terms and conditions of our contractual partner, hereinafter referred to as "customer", are expressly excluded, even if we do not expressly object to it again.

Insofar as we have agreed in full or in part to the validity of the terms and conditions of business of a customer in writing or otherwise legally binding, this applies only to the individual case which is then the basis and does not develop any binding obligations for later legal transactions.

## 2 Offer, Information, Conclusion of Contract

Your contractual partner for all orders is Moticon. The representation of Moticon products on the homepage, in brochures or other media authorized by Moticon, does not represent a legally binding offer, but is only a non-committal invitation to the customer to request an offer for these products.

Orders become binding only after Moticon's confirmation of order. Amendments and additions must be made in writing. These terms and conditions shall also apply to future transactions, which are not expressly referred to, if they have been received by the customer in the case of an earlier order confirmed by Moticon. The customer's terms of delivery differ from the customer's terms of purchase only if they have been expressly acknowledged by us. Should individual provisions be or become invalid, the remaining provisions shall remain unaffected.

## 3 Prices

All product prices are in Euro and ex works excluding freight, customs, import charges and packaging plus applicable VAT, unless otherwise agreed. Moticon is not bound to previous prices for new orders (= connection orders).

## 4 Delivery Time, Variances

Delivery periods begin upon receipt of all documents required for the execution of the order and the down payment, as far as these have been agreed. The delivery period shall be deemed to be adhered to when notification of readiness for dispatch is issued if the shipment is rendered impossible by no fault of

Moticon. If an agreed delivery period is not met due to the fault of Moticon, the customer is entitled, if Moticon has not been grossly negligent or intentional, to withdraw from the contract after expiry of a reasonable period of grace, rejection of the service in writing.

If the customer is a merchant, he does not have a right of revocation and return. See Section 312d BGB.

Moticon offers a Replacement Service. For further information and terms and conditions please visit our homepage at: <http://www.moticon.de/services/>

Revocations of delivery items by Moticon for goodwills require impeccable condition, original packaging and carriage-free delivery according to schedule. Moticon is entitled to calculate appropriate costs arising from the repossession. Events of force majeure entitle Moticon to postpone the delivery by the duration of the hindrance and a reasonable start-up time, or to withdraw from the contract in whole or in part because of the part not yet fulfilled. Force majeure shall include strike, lock-out or unforeseeable circumstances, e.g. malfunctions, which make Moticon impossible to make timely delivery despite reasonable efforts; Moticon has to prove this. This also applies if the abovementioned impediments occur during a delay or with a supplier. The customer may request Moticon to declare within two weeks whether we wish to withdraw or to deliver within a reasonable period of grace. If Moticon does not declare itself, the customer can withdraw from the non-fulfilled part of the contract. Moticon will notify the customer immediately if a case of force majeure occurs. Moticon has to minimize the customer's inconvenience.

## 5 Packaging, Delivery and Passing of Risk

Unless otherwise agreed, Moticon shall choose the mode of dispatch and the dispatch is at the buyer's risk and expense. The shipping date shall be determined upon confirmation of the order. Transportation insurances shall only be concluded upon the buyer's explicit instruction and at its own expense.

In cases of Force Majeure (see below) Moticon may store the ordered goods at Moticon's or at a carrier's premises.

The risk of loss or damage shall pass to the buyer at the latest upon dispatch of the goods. If delivery is delayed due to circumstances within the buyer's reasonable control, the price risk shall pass to the buyer at the date of notification of readiness for delivery. Without prejudice to its other rights, Moticon shall be entitled to bill the warehousing costs commencing one month following the notification of readiness to dispatch, and to dispose of the goods at its own discretion provided that an appropriate grace period notified in writing to the buyer announcing the intention to dispose of the goods has expired without results.

## 6 Retention of Title

Moticon retains title to all goods delivered by it to a customer until the final and complete payment of the delivered goods. Prior to the transfer of the property, the customer may dispose of the goods subject to the contract only with the prior written consent of Moticon. To the extent that Moticon exchanges goods within the scope of its Replacement Service, it is already agreed that the property of the goods to be exchanged will be exchanged on Moticon or vice versa, in which the customer returns the goods to be replaced by Moticon or Moticon returns the goods to the customer.

In the case of access by third parties, in particular when attaching the goods, the customer shall immediately notify Moticon in writing of such transactions and to notify the third party of Moticon's reserved title. Moticon is entitled to demand the immediate publication of the articles to the exclusion of any right of retention, unless they are legally binding or uncontested counterclaims.

## 7 Warranties and Liability

Claims for damages against Moticon shall be excluded as far as they are not attributable to the culpable breach of duty by Moticon, its legal representatives or vicarious agents. Claims for damages against Moticon due to negligence are excluded in so far as they do not relate to the violation of life, body, health or essential contractual obligations (in a manner that jeopardizes the purpose of the contract) and, in other cases, the damage is not caused by gross negligence or willful intent infringement of obligations by Moticon, its legal representatives or its vicarious agents. Should Moticon violate any essential contractual obligations, Moticon shall also be liable for simple negligence, but only for the foreseeable and typically occurring damage that Moticon had to face at the time of conclusion of the contract due to Moticon at that time. The liability of Moticon shall remain unaffected by the above limitations or omissions, as well as in the case of Moticon's warranty for the quality of its goods, as well as in the case of Moticon's claim based on the Product Liability Act. Even in the case of Moticon's liability for tort, the limitations set out above apply mutatis mutandis.

Disclaimer for external links:

Moticon may point to links to other pages on the Internet. For all these links, Moticon expressly declares that it has no influence on the design and contents of the linked pages. Therefore, Moticon hereby expressly dissociates itself from all contents of linked third party sites on [www.moticon.de](http://www.moticon.de) and does not adopt these contents as its own. This declaration applies to all displayed links and to all contents of the pages to which links lead.

Intellectual Property Rights of Third Parties:

The buyer shall bear the sole responsibility for the obtaining of intellectual property rights in the subject of the contract, including, but not limited to, ordered design of the goods as well as in all printed matter, drafts and completed specimens and shall indemnify Moticon and keep Moticon indemnified against all claims, costs, damages, and expenses (including legal expenses) resulting from any actual or alleged infringement of any third party intellectual property rights. Notwithstanding the above, the intellectual property rights in any specifications written or determined by Moticon as well as samples, patterns, etc. shall remain the exclusive property of Moticon.

## 8 Terms of Payment

All payments are to be made exclusively to Moticon. Unless otherwise agreed, the purchase price for deliveries or other services is payable without deduction within 10 days after the invoice date. At the first purchase, prepayment is to be made for all customers outside Germany. In the case of repeated payment delays, Moticon may insist on prepayment without explicitly having previously been agreed upon.

The rejection of checks or bills of exchange is reserved. Checks and rediscountable bills of exchange shall only be accepted on account of performance, all costs connected with this shall be paid by the customer. The customer can only set-off or assert a right of retention if his claims are undisputed or legally established. Failure to comply with terms of payment or circumstances giving rise to serious doubts as to the customer's creditworthiness shall result in the immediate maturity of all Moticon claims. In addition, Moticon is entitled to demand advance payments for outstanding deliveries and to rescind the contract after an appropriate period of grace or to demand compensation for non-fulfillment, to prohibit the customer from reselling the goods and to return unpaid goods at the expense of the customer.

## 9 Place of Performance, Venue, Applicable Law & Export

The place of performance is agreed to be Moticon's place of business as set out in the quote. These conditions of sale shall be construed according to the substantive laws of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

To the extent that the services or products of Moticon are subject to German or other national or international export control regulations, the customer already assured that these provisions will be fully observed in the case of export or re-export of services or products received by Moticon. Moticon is entitled to refuse performance of a contract if the above regulations would be violated.

October 2017, Moticon