1. Scope of General Terms and Conditions and Conclusion of Individual Contracts

(1) The General Terms and Conditions of PARI GmbH are known to the delivery of products by PARI GmbH to the Customer. Conflicting or deviating terms or conditions of the Customer are not accepted by PARI GmbH unless expressly consented to in writing by PARI GmbH. The General Terms and Conditions of PARI GmbH shall always be applicable even if the Customer already at the time of readiness for shipment.

(2) If an approximate period is exceeded, the Customer may request PARI GmbH in writing to deliver within a reasonable period. PARI GmbH shall be in default only after expiry of the period thus notified.

(3) All agreements concluded between PARI GmbH and the Customer for the execution of an Individual Contract are subject to these General Terms and Conditions. If third parties are involved, PARI GmbH shall be deemed to be acting as principal. For the purposes of these General Terms and Conditions, PARI GmbH shall be deemed to be the principal contracted to supply or to render.

4. All offers by PARI GmbH shall be non-binding, unless the quotations by PARI GmbH expressly provide otherwise. PARI GmbH shall be entitled to accept offers by the Customer within two weeks of receipt by PARI GmbH.

2. Delivery Time

(1) Delivery dates indicated by PARI GmbH shall represent only indicative declarations and shall therefore be deemed fulfilled if the delivery has been made within a period of three days on either side of the indicated delivery date. If an exact delivery date is not indicated, delivery shall be made as “binding delivery dates” or to this effect by similar language and agreed in accordance with Clause 1, para. (2) of these General Terms and Conditions (hereinafter: Individual Contract).

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6. Term of Payment

(1) Unless agreed otherwise in the Individual Contract, the prices of PARI GmbH according to Clause 3 of these General Terms and Conditions shall apply “ex works”, excluding shipping and excluding packaging and transportation costs.

(2) These General Terms and Conditions shall also apply to all future transactions with the Customer, insofar as they are not modified in the Individual Contract.

7. Shipping and Proviso of Change

(1) If shipping costs are not explicitly designated, this shall be done from the head office of PARI GmbH at the agreement to the exclusion of risk of the Customer. Unless otherwise agreed, PARI GmbH shall be free to choose the carrier and the means of transport. The risk shall pass to the Customer upon delivery to the carrier even if delivery is free of charge.

(2) PARI GmbH shall be entitled to effect partial deliveries, unless the Customer discernibly has no interest in this.

(3) If delivery is delayed by circumstances for which the Customer is responsible, then the risk shall pass to the Customer already at the time of readiness for shipment. The costs incurred by the delay (in particular storage costs) shall be borne by the Customer.

(4) If the delivery is delayed by force majeure, e.g. mobilisation, war, civil unrest or similar events, e.g. strike or lockout, PARI GmbH shall be entitled to extend or postpone, respectively, by the duration of the aforementioned obstacles to delivery.

(5) PARI GmbH shall not be entitled to take out insurance for the products against damage in transit or to have the same assured. However, the Customer is entitled to such an insurance if it has been assumed by PARI GmbH in the Individual Contract.

(6) Unless otherwise agreed in the Individual Contract, PARI GmbH reserves changes to the technology, color or function of the products until delivery, provided the required definitions in the Individual Contract are substantially fulfilled, and the changes are reasonable for the Customer.

4. Liability for Defects

(1) If shipping costs are not explicitly designated, this shall be done from the head office of PARI GmbH at the agreement to the exclusion of risk of the Customer. Unless otherwise agreed, PARI GmbH shall be free to choose the carrier and the means of transport. The risk shall pass to the Customer upon delivery to the carrier even if delivery is free of charge.

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5. Liability of PARI GmbH

(1) Unless agreed otherwise in the Individual Contract, the prices of PARI GmbH according to Clause 3 of these General Terms and Conditions shall apply “ex works”, excluding shipping and excluding packaging and transportation costs.

(2) PARI GmbH shall effect delivery within the period agreed in the Individual Contract. This shall also apply to all future deliveries, even if PARI GmbH should not always expressly refer to the terms of delivery. If an approximate period is exceeded, the Customer may request PARI GmbH in writing to deliver within a reasonable period. PARI GmbH shall be in default only after expiry of the period thus notified.

(3) All agreements concluded between PARI GmbH and the Customer for the execution of an Individual Contract are subject to these General Terms and Conditions. If third parties are involved, PARI GmbH shall be deemed to be acting as principal. For the purposes of these General Terms and Conditions, PARI GmbH shall be deemed to be the principal contracted to supply or to render.

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PARI GmbH Spezialisten für effektive Inhalation, Moosstrasse 3, D-82319 Starnberg, Tel.: +49 (0)8151 279 0, Fax +49 (0)8151 279 101, E-Mail: info@pari.de, www.pari.com