I. Validity of Trumpf Medical’s Purchasing Terms and Conditions

These terms and conditions are valid for all sales contracts concluded by TRUMPF Medizin Systems GmbH + Co. KG (hereinafter referred to as ‘TRUMPF Medical’) with registered seat in Sattelbergerstrasse 26b, D-79720 Starnberg, Germany, if not agreed otherwise in writing with the supplier or the ordering party, unless otherwise agreed expressly and in writing. Any general terms of supply of the supplier that deviate from the TRUMPF Medical Purchasing Terms and Conditions and Commercial Practices are not explicitly negated by TRUMPF Medical. The TRUMPF Medical Purchasing Terms and Conditions shall also be applicable to all future deliveries of goods even if the parties have agreed without exception to the delivery of non-complex goods without giving any notice. In particular, if TRUMPF Medical is aware of the supplier’s conditions to the contrary or is aware that these conditions deviate from the TRUMPF Medical Purchasing Terms and Conditions. The Incoterms 2010 shall also be applied with the limitations and omissions set forth in the most recent version (hereinafter referred to as ‘RoHS-directive’) at the material time and shall also be valid for future transactions with the supplier.

The Incoterms 2010 are valid in so far as they do not contradict any of the provisions of the TRUMPF Medical Purchasing Terms and Conditions. In the case of any agreement between Trumpf Medical and the supplier.

Any amendments or supplements to a valid contract shall not become effective unless confirmed in writing and under the same conditions as those set out in the preceding sub-clause.

I.3 Choice of the Obligation to Supply

1. The scope of the supplier’s obligation to supply is based on the specifications and performance descriptions transmitted at the time of the conclusion of the contract or, if worthless, the purchase order. In the event of a purchase order, the lease shall be based on the purchase order.

2. Unless otherwise agreed expressly and in writing, all deliveries must comply with the DIN and/or VDE standards in their most recently revised form at the material time and with any other industry-standard and/or EU norms, standards and regulations. The supplier is therefore obliged to comply with the requirements of the Regulation (EC) 1907/2006 (hereinafter referred to as ‘REACH-Regulation’) and the RoHS-directive 2011/65/EC (hereinafter referred to as ‘RoHS-directive’) in their most recently revised form at the time of delivery, and of the national and/or EU regulations as well as with all current specifications and guidelines of authorities, employers’ liability insurance associations and trade associations. If the subject of the contract does not meet these requirements, the Supplier must immediately notify the government authorities concerned, if necessary.

3. If the Supplier has doubts regarding performance of the order as requested by Trumpf Medical, it is obligated to immediately notify Trumpf Medical thereof. Trumpf Medical shall then state in writing what measures it deems necessary in the envisaged order or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier shall be liable to provide Trumpf Medical with a copy of its analysis and the results thereof immediately. If a ‘substance of concern’ as described by Articles 57 to 59 of REACH-Regulations contained in a component or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier is held liable if Trumpf Medical proves that the relationship between any risk to health and the substance of concern is causally connected to the product in question.

3. Trumpf Medical shall receive all reports by mail, e-mail or in writing. Over- or under-deliveries are permitted only after prior agreement with Trumpf Medical. If partial deliveries have been agreed to the Supplier shall inform Trumpf Medical at each partial delivery of the quantity unloaded at delivery.

4. The Supplier is obliged to pack, label and send the goods in compliance with the relevant regulations of the country of origin, the transit country and the country of destination.

5. The Supplier shall assume, at its own cost, the obligation to properly dispose of the goods. This obligation is not limited to the disposal of goods in the ordinary course of business, but also to disposal in the event of death or liquidation.

IV. Changes to the Order Performance

1. If, during performance of the contract, it becomes apparent that deviations from the original specifications agreed are necessary or expedient, the Supplier must immediately notify Trumpf Medical thereof. Trumpf Medical shall then state in writing what measures it deems necessary in the envisaged order or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier is held liable if Trumpf Medical proves that the relationship between any risk to health and the substance of concern is causally connected to the product in question.

2. If the Supplier anticipates difficulties with respect to meeting the delivery deadline or similar circumstances which might prevent the Supplier from fulfilling the contract within the time limits set out above, the Supplier shall notify Trumpf Medical thereof immediately, stating the reasons and expected length of the delay. In the case of lockouts, strikes, lockouts, industrial action, defects, delays in the delivery of critical components, delays in payment by Trumpf Medical, the Supplier shall immediately notify Trumpf Medical thereof in writing. In the case of lockouts, strikes, lockouts, the Supplier shall ensure that the Supplier shall provide Trumpf Medical with a copy of its analysis and the results thereof immediately. In the event of union associations. If the subject of the contract does not meet these requirements, the Supplier must immediately notify the government authorities concerned, if necessary.

3. Notwithstanding the above, Trumpf Medical is entitled to charge the Supplier a contractual penalty for each week of the delay in delivery. If Trumpf Medical does not expressly reserve its right to claim the contractual penalty at the time the delay was delivered, Trumpf Medical is entitled, within a preclusive time limit of ten working days of non-compliance with the delivery deadline, to terminate the contract in writing.

3.1 In the event of default in delivery, Trumpf Medical is entitled to its statutory rights.

3.2 Notwithstanding the above, TRUMPF Medical’s rights to claim damages shall be subject to a limitation period of 24 months from date of delivery to the goods. TRUMPF Medical’s obligation to pay interest shall commence if the delayed delivery is accepted. TRUMPF Medical is entitled, within a preclusive time limit of ten working days of non-compliance with the delivery deadline, to terminate the contract in writing.

V. Payment and Transfer of Ownership

6. Payment shall be made within 14 calendar days with a 3 % discount or with in 30 days net after performance of the service in accordance with the agreement and receipt of the properly prepared invoice. Payments shall be made at TRUMPF Medical’s bank head office. If there should be any objections at a later date. In the event of payment default, the Supplier may levy default interest of 5 % p.a. unless TRUMPF Medical proves damages to a lesser amount. The Supplier shall be entitled to withdraw from the contract if TRUMPF Medical does not fulfill its obligation prior to an appropriate period of grace under threat of acclamation. The Seller shall be entitled to withhold payment, without forfeiting rebates, discounts or similar payment adjustments, until performance penalty has been set by the Supplier at the time of payment default.

6.1 Payments shall only be made to the Supplier. The Supplier is only entitled to offset counterclaims against payments due if the claims have an unexplicable legal status or are undistributed. The Supplier only has a right to withhold payment if the counterclaim is acknowledged in writing by TRUMPF Medical

VIII. Warranty Claims and Recourse

11. Receipt of goods as well as the handling, payment, and repeat ordering of goods not yet delivered shall not fall into arrears until forty days after the due date and receipt of the goods. If the Supplier does not comply with the conditions set out in the preceding sub-clauses shall apply accordingly.

In the event of delivery, the Supplier is solely responsible for the receipt of goods as well as the handling, payment, and repeat ordering of goods not yet delivered shall not fall into arrears until forty days after the due date and receipt of the goods. If the Supplier does not comply with the conditions set out in the preceding sub-clauses shall apply accordingly.

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also exempt Trumpf Medical accordingly from all costs, in particular from expenses for required recall measures (including recall measures in accordance with product safety regulations) and the costs for legal prosecution. In cases of liability based on fault, the Supplier shall not have such an obligation if it can prove that it is not at fault. In all other matters, the legal provisions shall apply.

3. At the commencement of the contract and anytime after that upon request, the Supplier shall present to Trumpf Medical proof of product liability recall insurance with a coverage of at least € 2,500,000.00 per liability case; the Supplier shall also, after complete fulfillment of the obligations from the contract, maintain the insurance coverage for a period of ten years after the processed goods are placed on the market by Trumpf Medical. The Supplier already at this point shall cede all claims arising from the product liability insurance and all ancillary rights to Trumpf Medical. Trumpf Medical already at this point accepts such cession. If cession should not be permitted in accordance with the insurance agreement then the Supplier shall herewith irrevocably instruct the insurance company to effect any payments only to Trumpf Medical. Any further claims by Trumpf Medical remain unaffected hereby.

4. Unless otherwise agreed, the Supplier shall mark his goods for delivery in a durable manner so that they can be permanently identified as his products.

X. Protective Rights

1. The Supplier warrants and assures that neither the goods delivered by him nor their onward supply, further processing or utilization by Trumpf Medical do not in any way infringe any protective rights of third parties. In case of conflicting protective rights of third parties, the Supplier shall, at its own cost, obtain agreement or approval, also effective for Trumpf Medical, from the proprietor to further supply, further process or utilize the delivered goods.

XI. Provision of Parts, Tools

1. All parts provided by Trumpf Medical to the Supplier shall remain the property of Trumpf Medical. Processing or reworking by the Supplier will be undertaken on behalf of Trumpf Medical. If the parts to which title is reserved are processed with other items that are not the property of Trumpf Medical, Trumpf Medical shall acquire co-ownership of the resulting new article in the ratio of the value of the parts with reserved title to the other processed items at the time of processing. The same applies if the items are so closely associated or intermingled that Trumpf Medical loses ownership therein. The Supplier shall store the new items on behalf of Trumpf Medical at no charge.

2. The Supplier shall check all parts provided for defects. If a part provided by Trumpf Medical is culpably damaged or destroyed while in the Supplier's sphere of responsibility, the Supplier's liability shall also extend to the repair or replacement of the provided part.

3. All tools paid for or provided by Trumpf Medical shall remain the property of Trumpf Medical. The Supplier shall employ these tools solely for the manufacture of the goods ordered by Trumpf Medical.

XII. Secrecy

1. The contracting parties agree to hold in strictest secrecy all information proceeding from the cooperation pursuant to this contract unless such information is common knowledge, legally obtained from third parties or independently acquired by third parties through their own labor, and shall use it solely for the purpose of this contract. Protected information includes in particular but is not limited to technical data, purchase quantities, prices and information regarding products and product development, regarding current and future research and development plans and all corporate data of the other contractual party.

2. In addition the Supplier shall keep in strictest secrecy all illustrations, drawings, calculations and any other documentation received by the Supplier and shall not disclose such to third parties without the prior written consent of Trumpf Medical if the information therein contained is not common knowledge.

3. Sub-contractors shall be bound by the Supplier to maintain the same secrecy as stipulated above.

4. At the request of Trumpf Medical at any time, but at the latest when the contract ends, the Supplier shall not use the information originating from Trumpf Medical (where applicable, including copies or recordings) and items provided on loan shall be immediately returned to Trumpf Medical in full unless these are still required by the Supplier for the purpose of meeting its contractual obligations. Trumpf Medical reserves all rights to such confidential information, including any results of improvements, industrial property rights, patents, utility models etc.

5. Products manufactured according to designs, documents, models etc. provided by Trumpf Medical or similar or according to specifications marked as being confidential may be used by the Supplier solely for the purposes stipulated in the contract; in particular such products may not be offered or delivered to third parties.

XIII. Hill-Rom Global Third Party Code of Conduct


In addition to any other rights and remedies, Trumpf Medical shall have the right to terminate this agreement for good cause without notice, if Supplier is in material breach of the Hill-Rom Global Third Party Code of Conduct and fails to remedy the breach, despite a request by Trumpf Medical.

Material breaches include in particular, but are not limited to, incidents of forced or child labor, bribery and corruption, as well as failures to comply with the Supplier Code of Conduct’s environmental protection requirements.

XIV. Final Provisions

1. The Supplier may not transmit the order or essential parts of the order to third parties without the prior written consent of Trumpf Medical.

2. As soon as the Supplier suspends payments, or if a provisional insolvency administrator is appointed, or if insolvency proceedings are instituted, Trumpf Medical is entitled to withdraw wholly or partially from the contract.

3. The law that shall apply to the contractual relationships shall be the law of the Federal Republic of Germany under exclusion of the law of conflicts and the UN Convention on Contracts for the International Sale of Goods (CISG). If any individual parts of these Purchasing Terms and Conditions should become legally null and void, this shall not affect the validity of the remaining provisions.

4. The venue for all legal disputes arising either directly or indirectly out of contractual relationships based on these TEB shall be Munich, Germany. Trumpf Medical reserves the right to institute legal proceedings in any other permissible place of jurisdiction.

-- End of Trumpf Medical Purchasing Terms & Conditions --