

## MAM Preemie General Terms and Conditions (GT&C)

### **General**

These GT&C shall govern all contracts between a Customer and MAM Babyartikel GmbH (hereinafter "MAM") concerning the manufacture and delivery of MAM PREEMIE soothers for premature babies.

### **Contractual relationship**

All incoming orders from the Customer shall be deemed an offer to MAM on conclusion of the contract. The acceptance of this offer by MAM and thus conclusion of the contract shall be by means of order confirmation by e-mail or telefax, or under the condition that the Customer has provided a signed declaration of consent.

### **Prices**

All prices specified by MAM are inclusive of packaging and VAT but do not include the separately displayed delivery costs and expenses.

### **Right of withdrawal**

The Customer may withdraw from the contract in the event of a delay in delivery caused by the gross culpability of MAM, and after a fixed, appropriate subsequent grace period has elapsed fruitlessly. Withdrawal shall be effected by means of a registered letter. MAM shall be entitled to withdraw from the contract where A.) the execution of the delivery and/or the commencement of continuation of services are rendered impossible or are further delayed despite the setting of a suitable grace period for reasons beyond the control of MAM; or B.) where concerns have arisen with regard to the Customer's solvency and, despite a request from MAM, the Customer fails to make advance payment or provide an acceptable guarantee prior to delivery. Where insolvency proceedings are opened against either of the Contracting Parties, the other Contracting Party shall be entitled to withdraw from the contract without setting any grace period.

### **Payments/Due date**

Payment shall be due within 30 days of receipt of the invoice using either the enclosed payment form or by transfer to the following account at Bank Austria, Account No.: 255 106 002/00, Sort Code: 12000.

In the event of a delay in payment, MAM shall be entitled to charge interest of 5% above the most recently announced ECB minimum bid rate, and at least 10% per annum. MAM is further entitled to charge to the debtor any related and necessary debt recovery costs incurred.

### **Consignment**

Delivery of the goods shall be by means of the standard consignment methods (post, courier services, etc.). Risk and hazard shall transfer to the Customer at the time that the goods are handed over to the carrier (post, courier services, haulier, forwarding agent, etc.).

### **Delivery period**

MAM shall deliver the goods to the Customer within one week of accepting the contract. Where a delay occurs and where this has exceeded a period of 1 week, MAM shall notify the Customer of same in good time.

### **Data protection and Customer's consent**

The Customer agrees that his data may be gathered, transmitted, processed and used for the purposes of fulfilling all contractual rights and obligations arising out of the contract concluded with the Customer. The Customer also agrees that his data may be placed at the disposal of MAM's agents/assistants on an EDP-supported basis for the fulfillment of reciprocal rights and obligations. The Customer finally agrees that until he issues a cancellation, which may be made at any time and without notice, he shall receive customer information of all types from MAM.

### **Warranty and compensation**

Pursuant to legislation MAM gives a guarantee that the delivered premature baby soothers are defect-free.

Nevertheless in the event of a justified complaint on the part of the Client, MAM shall firstly fulfil its warranty obligations by means of exchange or replacement of the defective goods. Only after a suitable grace period for remedying the defect has elapsed without success shall the Customer be entitled to claim a price discount or, in the event that the defect is not insignificant, withdraw from the contract. In any event, the Customer shall be required to return defective goods to MAM without delay by postal package or registered letter. Where the complaint is justified, the costs incurred by the Customer in returning the goods to MAM shall be suitably reimbursed. MAM shall not be liable for subsequent loss, indirect loss or loss of profits. MAM shall further only be liable where intent or gross negligence are proven. MAM excludes all liability in the event of only minor negligence, save where such liability is required under law. All communication from the Customer, in particular all kinds of complaint, shall be addressed to MAM, Lorenz-Mandl-Gasse 50, A-1160 Vienna.

### **Miscellaneous**

Unless specified elsewhere under law, contracts between MAM and a Customer shall be solely governed by Austrian law. The place of jurisdiction for all claims arising out of such a contract shall be Vienna. The Parties agree that all disputes arising out of such a contract shall be heard by the competent court in Vienna Innere-Stadt. The invalidity, nullity and/or annulment of individual provisions of this Agreement shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a valid provision which most closely coincides with the economic intentions of the two Contracting Parties.