

Terms & Conditions

Version 1.0

Release date (Aug 2026)

General Terms and Conditions

Section 1 General

- (a) Unless otherwise indicated or where the context otherwise requires, in these Conditions: **"Buyer"** means the person, firm, company or other organisation who or which has ordered Products from Richard Wolf; **"NMPA"** means the National Medical Products Administration of the PRC; **"Control"** of a company means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the company, or control the membership of the board of directors and/or the administrators; **"PRC"** means the People's Republic of China, which for the purposes of these Conditions shall exclude Hong Kong, Macau and Taiwan; **"Products"** means any products agreed to be supplied by Richard Wolf; **"Richard Wolf"** means Richard Wolf Hong Kong Limited and the expressions **"our"**, **"us"** and **"we"** shall be construed accordingly; **"Richard Wolf Group"** means Richard Wolf Hong Kong Limited and any other company which is its subsidiary or holding company or is a fellow subsidiary of any such holding company or one in the equity capital of which it and/or such other company or companies taken together are directly or indirectly interested so as to exercise or Control the exercise of 50% or more of the voting power at general meetings or to Control the composition of a majority of the board of directors; and **"Subsequent Purchaser"** means any subsequent purchaser of the Products other than the Buyer (who or which may also include, without limitation, an end user of the Products).
- (b) All contracts and orders are accepted subject to these Conditions as set out herein and additional conditions stated in the relevant invoice issued by us. The Buyer shall be bound by these Conditions, modification of which will not be recognised by us unless accepted by us in writing. Unless so agreed, any qualification of these Conditions or differences contained in the Buyer's own order forms shall be inapplicable. All orders, whether based upon a written or verbal quotation or otherwise, shall be subject to our written acceptance.

Section 2 Prices

- (a) Prices quoted shall refer to the stipulated quantities only and will not necessarily hold good for other quantities. Unless otherwise stated all prices quoted exclude carriage, packing, insurance and tax, which will be charged at the current rates.
- (b) Unless otherwise agreed, there is no minimum net order value.

Section 3 Payment Terms

Unless otherwise specified, the Products or each instalment of the Products in cases where the Products are delivered by instalments shall be paid for in full and upon presentment of our invoice. Failure to make payment by the due date shall entitle us to withhold deliveries until payment is made or to terminate the contract in writing, or to treat the contract as repudiated by the Buyer without prejudice to our rights to damages for breach of contract. If the Buyer fails to take delivery of the Products in accordance with Condition 5 and within 7 days after the arrival date of the entire shipment at Richard Wolf's warehouse, Richard Wolf shall charge a storage fee of EURO 0.35 per kilogram commencing on the 8th day after the arrival date of the entire shipment at Richard Wolf's warehouse up to and including the date when the Buyer takes actual delivery of the entire shipment.

Section 4 Packing

- (a) Unless otherwise agreed, the Products shall be delivered in our standard packaging for which an additional charge will be made in accordance with our prevailing policy at the relevant time (which policy shall be subject to change from time to time and at any time without notice to you). Special packaging specifications to meet the Buyer's requirements must be referred to us for our review and written acceptance.
- (b) Where the Buyer has given us written notification (and we have also agreed) that it is purchasing the Products for use in the PRC market, the Products will comply with the CFDA requirements (including as to any requirements relating to instruction manuals, labels and packing).

Section 5 Supply and delivery of Products

- (a) In the event we are unable to supply Products as ordered, we reserve the right to offer alternative goods of equal or superior quality which are compatible with the Products ordered.
- (b) Every effort will be made to maintain delivery dates given, but we accept no liability of any description (howsoever occasioned) for the consequences of any delay.
- (c) No delivery shall be considered as overdue until the Buyer has made a written request for delivery and given us reasonable time to comply with such request.
- (d) We reserve the right to deliver by instalments in which case each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly.
- (e) All deliveries by us shall, unless otherwise agreed by us in writing, be made on an Ex Works Hong Kong basis (based on INCOTERMS 2020).

Section 6 Inspection

The Buyer shall inspect the Products immediately on delivery of the Products to the Buyer by the Buyer's carrier. No claims for shortages, incorrect Products or non-delivery will be considered by us unless full details together with all relevant supporting evidence have been notified to us in writing within 10 days of the invoice date. In the case of claims for damage in respect of new Products, no claims for damage will be considered by us unless full details together with all relevant supporting evidence have been notified to us in writing within 3 months of the invoice date and the Products concerned have been returned to us in its original packaging.

Section 7 Return of Products for repair

- (a) Return of Products for repair must be accompanied by a duly completed repair request form describing the fault. Products received for repair without a duly completed repair request form will be subject to delay, and returned to sender at sender's expense. All Products which are returned for repair are required to be completely disinfected and sterilised.
- (b) Subject to Condition 7(a) above, Buyers located in the PRC may return faulty Products for repair to Richard Wolf Medical Device Trading (Taicang) Co. Ltd. whereas Buyers located in Hong Kong and Taiwan may return the Products to our Service Department at Richard Wolf GmbH in Germany.

Section 8 Property, Title and Risk

- (a) The Products shall remain our property and we shall retain sole title to them until payment shall have been received in full.
- (b) Risk of damage or loss of the Products shall pass to the Buyer at the moment of delivery in accordance with Condition 5 above or if the Buyer wrongfully fails to take delivery, at the time when we have tendered delivery.

General Terms and Conditions

- (c) The Buyer shall indemnify us fully against any loss and damage to the Products from the moment of risk as stated in Condition 8(b) above until the passing of property. This holds true even in the event that the Products have been installed by the Buyer at any location for (or at the request of) any Subsequent Purchaser.
- (d) The Buyer shall, if so requested by us, forthwith assign to us all rights the Buyer may have against any Subsequent Purchaser for repayment for the Products and any other rights and claims against such a purchaser in connection therewith. In this connection, the Buyer shall promptly execute and deliver all such documents (including under seal as necessary), and do all such other acts, deeds and things, as we may from time to time reasonably require for the purpose of giving full force and effect to this Condition.

Section 9 Strikes

Should we be prevented from delivering at the agreed date by strikes, lock-outs, acts of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity of materials or for any other cause beyond our control, we may, in our sole discretion, (a) suspend delivery until a reasonable time after the end of the occurrence and during such time as is reasonably incidental to the resumption of normal production or sale, or (b) cancel or vary the contract without compensation.

Section 10 Warranty

- (a) **All new Products** will have the benefit of a product warranty for a maximum period of 24 months from the date of the invoice and will be repaired or replaced at our sole option if found to be faulty during that time due to manufacturing or material defect. The warranty will then continue only until the expiration or the warranty period of the originally supplied Product.
- (b) **Repaired Products** will have the benefit of a product warranty for a maximum period of 12 months from the date of return by us after repair and are guaranteed only in respect of the correction of the original fault. Subsequent failures for any other reason are excluded.
- (c) The warranty periods stated above shall not apply to consumable items or items which by virtue of their design are regarded as single use, disposable or of limited use, in which case the period of warranty will be restricted accordingly.
- (d) Products will be covered by the above warranties only if the instructions for use as well as the operating and maintenance instructions have been correctly followed and only if the Product has been used for its intended purpose. It is the Buyer's responsibility to ensure that the Products (provided that the Products comply with their agreed specifications) are suitable and safe for the Buyer's (or, as the case may be, the Subsequent Purchaser's) intended use, the Products are handled and installed in a safe and proper manner and as required by all applicable laws, and all containers, packaging, labelling, equipment and vehicles, where provided by or on behalf of the Buyer, comply with all relevant national and international safety regulations.
- (e) Any claims under the terms of the warranty must clearly state **'Warranty Claim'** and must accompany the Products which should be returned, carriage paid, in accordance with Condition 7 above.
- (f) We shall not be liable for any expenses of the Buyer in respect of defective Products, replacements or for any delays, direct or indirect, or incidental or consequential damage or loss of any kind.
- (g) Should inspection of the Products in question not disclose any defect in either material or workmanship then we will repair those Products and our normal repair charges will apply.
- (h) No warranty will apply if the Products have been modified or repaired outside our premises other than by our authorised personnel.
- (i) Any variation to the warranty stated here must be in written form.
- (j) Other than that stated above, all other conditions or warranties whether expressed or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

Section 11 Resale or Passing on of Products

The Buyer shall ensure that the Products are properly maintained and furthermore shall inform those purchasing or taking the Products from him that the Products must be used only for their specific purposes and only in accordance with their relevant operating instructions.

Section 12 Lien

In addition to any right of lien to which we may by law be entitled, we shall have a general lien on all Products of the Buyer in our possession (although such Products or some of them may have been paid for) for the unpaid price of any other Products sold and delivered to the Buyer by us under the same or other contracts.

Section 13 Insolvency

In the event that the Buyer has failed to pay any amounts due to us in full by the due date for payment, or becomes insolvent or applies for bankruptcy or, being a company, goes into liquidation (other than for the purposes of a solvent reconstruction or amalgamation), we shall be entitled immediately to terminate the contract without notice and without prejudice to any of our other rights under these Conditions, at law or otherwise.

Section 14 Waiver

Our rights shall not be affected or restricted by any indulgence or forbearance granted to the Buyer. No waiver by us of any breach (whether in full or in part) shall operate as a waiver of any later breach.

Section 15 No third party rights

Save and except any member of the Richard Wolf Group, a person who is not a party to the contract with us shall not have any rights under The Contracts (Rights of Third Parties) Ordinance (Cap. 623) or otherwise to enforce any of its terms.

Section 16 Translations

These Conditions may be translated into languages other than English. In the event of any discrepancy or inconsistency between those versions and the English language version hereof, the English language version shall prevail.

Section 17 Governing law

The rights and obligations of the parties and all the Conditions hereof and any disputes arising out thereof shall be construed in accordance with the laws of Hong Kong and the Buyer hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.