



## **General Purchase Conditions**

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### **1. General – scope of application**

1.1. Our General Purchase Conditions apply exclusively to all contracts regarding the supply of goods between the Supplier and us, datino-med.com c/o TPM Health Products Sdn. Bhd.

1.2. We do not recognize any terms and conditions of the Supplier, especially its general sales conditions deviating from or conflicting with our General Purchase Conditions, unless we have explicitly agreed to their validity in writing or in text form.

1.3. Our terms and conditions shall also apply if we unconditionally accept the Supplier's delivery being aware of conflicting or deviating terms and conditions of the Supplier.

1.4. All agreements made between us and the Supplier in performance of the delivery of goods by the Supplier shall be set down in writing or in text form.

### **2. Assignment**

2.1. Without our written consent the Supplier may not, in whole or in part, assign the Fulfillment of our Purchase order nor any claims arising from it to any third party or parties.

### **3. Price**

3.1 The Total Price stated in Purchase Order/s is understood as a total lump-sum price which is final and which supersedes any other total prices that may have been indicated in any attachments of our P/O. That total lump-sum price (incl. VAT if any) is not subject to any escalation up to the finalization of Final Acceptance of all Deliverables covered by our P/O at the agreed Place of Fulfillment.

3.2 The Product Documentation (technical data-sheets, operating-instructions, mounting and maintenance instructions, manufacturer-declaration, declaration of conformity – within the meaning of machine direction EWG and adjusting declaration as well – if necessary) is part of the delivery scope and included in the Total Price will be needed "x"-fold Hardcopy in English (number of required documentation will be informed in our P/O) plus on 1 CD in English and plus 1 pdf-file by email.

3.2.1. These have to arrive in our office latest 10 days before the scheduled delivery date free of charge. Supplier is hereby informed that the documentation is part of the Purchase Order and the extent of delivery is just fulfilled, if these are available completely! The release of invoice ensues just after the complete fulfillment of extent of delivery.

### **4. Delivery Date, Delivery and Product Labelling**

4.1. The delivery date stated in our Purchase Order is binding.

4.2. The Supplier is obliged to inform us in writing or in text form if circumstances occur or become apparent which show that the stipulated delivery time cannot be met

4.3. In the event of delayed delivery, we shall be entitled to the statutory rights available. In particular, we shall be entitled to damages and rescission after a fruitless expiry of a reasonable period of grace.

4.4. Unless otherwise explicitly agreed in writing, delivery shall be made in accordance with the Incoterms specified in our order. The INCOTERMS in their latest version shall apply.



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4.5. Regarding import goods the shipping documents shall record whether the goods are duty-paid or duty-unpaid.

4.6. Our unconditional acceptance or payment of late delivery does not constitute any waiver of our claims for compensation regarding such late delivery.

### **5. Quality assurance – inspection during contractual execution**

5.1. The Supplier shall carry out and maintain an effective quality assurance system and shall furnish evidence thereof on request.

5.2. We shall be entitled to examine this aforementioned quality assurance system and the appropriate performance under the contract by the Supplier by ourselves or by third parties authorized by us. Our contractual and statutory rights shall not be affected by such examinations.

### **6. Quality of the goods – inspection and liability for defects**

6.1. We will inspect the goods within a reasonable time for any quality and quantity deviations and give notice to the Supplier of any deviations; the complaint is timely if received by the Supplier within a period of two weeks from receipt of goods or, in the case of hidden defects, from the time of their discovery.

6.2. Our payment shall not be considered an acknowledgment of a contractual performance of the Supplier.

6.3. We are entitled, without reservation, to the statutory warranty claims. We shall be entitled in any event to demand that the Supplier either remedies the defect or delivers an item that is free from defects. The right to claim damages is expressly reserved.

6.4. We are entitled to remedy the defect at the expense of the Supplier if the latter is in delay.

6.5. The limitation period shall be 24 months from the transfer of risk, unless a longer statutory limitation period applies.

6.6. The Supplier guarantees that the goods supplied are true to samples and comply with the contractual agreements and the agreed specifications.

6.7. Unless any specific quality criteria are agreed, the goods must be of merchantable quality at least.

6.8. The Supplier guarantees in particular the authenticity and accuracy of its delivery documents and the accompanying certificates and documents.

6.9. As far as the goods are concerned, the Supplier guarantees proper and complete control throughout the production process.

6.10. If requested, the Supplier shall be obliged to immediately provide us with the necessary information (official complaints, customer complaints, etc.) regarding certain goods. The assertion of further claims against the Supplier remains unaffected.

6.11. If the subject matter of the Supplier's delivery includes any packaging material used and deployed by us, the Supplier guarantees in particular that no adverse effects on the packaged product occur due to such packaging material. Furthermore, the Supplier guarantees the suitability of the packaging for its actual application.



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6.12. The Supplier shall pack, label and dispatch the goods with care so that damage during transport is ruled out and safe and efficient transshipment, unloading, storing and dispatching of goods is ensured.

### **6.13. IPPC acceptable packaging**

Unless otherwise stated Supplier shall provide the Deliverables in IPPC acceptable packaging that is suitable for the export of the purchased Deliverables and ensures safe undamaged arrival at place of final destination. The packages and security timbers used for the packing of the above mentioned goods must be new (never been used before) and must consist of coniferous wood that has been treated in accordance to latest IPPC regulations with a core temperature of 56 degrees Celsius for a minimum of 30 minutes. Such packages must be stamped with the IPPC-symbol and FAO license number DE-NI-494015 HT (DB) according to ISPM-15 requirements. Your invoice must please contain a remarks confirming that the packaging does match these requirements.

## **7. Changes in Specifications**

The Purchaser reserves the right at any time to make changes in Specifications for the Deliverables as to any material and/or work covered by this Purchase Order. Any difference resulting from such changes shall be modified in writing accordingly. The Supplier accepts the total contract price is the total lump-sum price, shall not make any price increases resulting from such said changes.

## **6. Third Party Approvals**

If the Deliverables covered by our Purchase Order require any approval for the import / sale / use thereof by local authorities or statutes or regulations in the country of final destination, Supplier will provide Purchaser with sufficient information and support to allow Purchaser to obtain an approval for their sale and/or use from the appropriate agency.

## **8. Product liability – indemnification – third-party liability insurance**

8.1. The Supplier warrants a performance which is according to the immediate interest level of technology and the application of high – quality materials is guaranteed, in order to meet the necessary requirements. Warranty time will be 24 months after commissioning but maximum 30 months from the delivery.

8.2. If the Supplier is responsible for damage caused by the products, it shall be obliged to hold us free and harmless on our first request from any third-party claims, provided the reason is within the scope of the Supplier's control and organization.

8.3. As part of its liability for damages in accordance with Clause 6.1 the Supplier is also obliged to reimburse us for the expenses arising from any recall conducted by us. We will inform the Supplier of the content and scope of the recall measures - as far as possible and reasonable - and give the Supplier the opportunity to make a statement. Any other claims we are entitled to shall remain unaffected.

## **9. Third-party rights**

9.1. The Supplier guarantees that, in connection with its delivery, no third-party rights, including intellectual property rights, are violated within the country of destination made known to the Supplier.

9.2. If we are held liable by a third party for an infringement pursuant to Clause 7.1, the Supplier shall be obliged to hold us free and harmless on first written demand from such claims; we are not authorized to make any agreements, especially to conclude settlement, with the third party without the prior written consent of the Supplier.



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9.3. The indemnification obligation shall also apply to any costs of an appropriate legal defence incurred by us in connection with the claim of a third party.

### 10. Retention of title

10.1. We do not recognize any retention of title by the Supplier.

### 11. Governing law – place of jurisdiction – place of performance – severability clause

11.1.1 For purchase contracts concluded under our own name the laws of the Federal Constitutional Monarchy of Malaysia shall apply, with the exception of its rules regarding the conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

11.1.2 For purchase contracts concluded through our fronting office in Hamburg / Germany the laws of the Federal Republic of Germany shall apply, with the exception of its rules regarding the conflict of laws. However, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

11.2.1. For purchase contracts concluded under our own name the place of jurisdiction is Kuala Lumpur / Malaysia; however, we are entitled to sue the Supplier at the court responsible for its registered office.

11.2.2. For purchase contracts concluded through our fronting office in Hamburg / Germany the place of jurisdiction is Hamburg; however, we are entitled to sue the Supplier at the court responsible for its registered office.

11.3.1 The Place of Fulfillment is the place of final destination corresponding to the agreed delivery address to which the Supplier shall supply the Deliverables as stated under Delivery Terms of our Purchase Order.

11.3.2 Unless the Place of Fulfillment is the place of final destination as per clause 9.3.1, the Place of Fulfillment is either Kuala Lumpur / Malaysia or Hamburg / Germany in correspondence to clauses 9.1.1, 9.1.2, 9.2.1, 9.2.2 and unless indicated otherwise in our Purchase Order.

11.4. If any provision these General Purchase Conditions is wholly or partially invalid, unenforceable or void, the validity of the remaining provisions shall remain unaffected.

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by TPM Health Products Sdn. Bhd.

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