

TEMAMED-Supplier's Guideline

TEMAMED is a medical technology company which since 2004 is operating mainly Germany-wide and independent of manufacturers. Our performance portfolio encloses all services on medical and laboratory devices – repairs, maintenance, inspections, safety testing and installations – as well as the documentation tasks prescribed by the legislator. TEMAMED's customers include manufacturers of medical devices, healthcare facilities and group companies.

This Guideline is binding on all products and services that a supplier or service provider provides to TEMAMED or on its behalf to a TEMAMED customer.

1. Applicable provisions

The supplier or service provider of TEMAMED, when carrying out its order, commits himself to comply with all relevant regulations, standards, ordinances and laws, especially the Medical Product Act (MPG), the Medical Devices Operator Ordinance (MPBetreibV), the Medical Devices Safety plan Ordinance (MPSV), the Radiation Protection Ordinance (RöV), the Accident Prevention Regulations (UVV) as well as the generally accepted rules of technology. He assures to bind its subcontractors as well as any other contractors employed by them accordingly.

2. Data protection

The supplier or service provider is obliged to comply with the data protection regulations applicable to him. He must inform his employees and sub-contractors commissioned by him of the legal regulations on data protection and oblige them to do so. In the case of order processing within the meaning of Art. 28 EU-DSGVO or § 62 of the DSAnpUG-EU (Federal Data Protection Act) separate agreements shall be made between TEMAMED and the supplier.

Pursuant to Art. 28 para. 4 of the EU-DSGVO, suppliers or service providers who act as subcontractors for TEMAMED with regard to the performance of services for their customers shall, by way of a contract or other legal instrument, be subject to the same data protection obligations as those laid down in the contract between the customer of TEMAMED and TEMAMED. This includes the existence and maintenance of suitable technical and organisational measures so that the order processing is carried out in accordance with the requirements of the EU-DSGVO.

3. Confidentiality

The supplier or service provider is obliged to maintain confidentiality of business secrets, know-how and any other confidential information, unless the confidential information is generally known or gets generally known by the supplier or service provider without breach of the obligation of secrecy. To ensure confidentiality, the supplier or service provider shall bind his employees and any subcontractors appointed accordingly. The obligation of confidentiality also applies to the period after the termination of the contract insofar as this is reasonable in the context of the professional freedom of the employees.

4. Minimum wage Act

The supplier or service provider, when carrying out its order, commits himself to fulfil all obligations arising from the Minimum Wage Act (MiLoG). In particular, the contractor undertakes to pay the minimum wage to all employees employed by him in Germany in time within the meaning of the MiLoG and to document the working hours according to the legal provisions. As far as in the federal state in which the service is provided a state-specific minimum wage is regulated by law, the supplier or service provider undertakes to pay this minimum wage to all employees employed by him. He assures to bind its subcontractors as well as any other contractors employed by them accordingly.

5. Use of personnel

The supplier or service provider, when carrying out its order, commits himself to appoint only adequately skilled and appropriately trained personnel.

6. Cost estimate

If the supplier or service provider is commissioned on the basis of a submitted non-binding cost estimate, the following rule applies:

If, during the performance of the contractual services, it becomes clear that the total price stated in the cost estimate will be exceeded by more than 10%, the ordering party shall be notified immediately in writing. Before carrying out further work, the written approval of the ordering party has to be obtained. If the ordering party recalls the order because of the exceedance of the cost estimate, the supplier or service provider shall only be entitled to the claim stipulated in § 645 para. 1 Civil Code (BGB).

7. Extraordinary right of termination

An important reason for the ordering party's termination of the contract is particularly given if the service contract or contract for work and labour between TEMAMED and the manufacturer / group company / healthcare institution at which the supplier or service provider is about to act, ceases or there are changes with regard to the scope of the service provision, which directly or indirectly affect the purpose of the order to the supplier or service provider.

All laws, ordinances and regulations cited above refer to the respective German or federal state legislative provisions as promulgated and in force.