

**General Terms and Conditions
valid from April 2024**

1. Scope of application

These general terms and conditions regulate the business relationship of SMD Medical AG and its customers in Switzerland and abroad.

They form an integral part of every contract with SMD Medical AG.

SMD Medical AG is not bound by any terms and conditions of the customer that contradict these general terms and conditions. All contracts, collateral agreements to contracts and other agreements must be in writing to be effective. Verbal collateral agreements shall only become effective upon written confirmation.

2. Offers and orders

Offers from SMD Medical AG are non-binding. Offers are valid for 90 days unless otherwise agreed. The content of the order confirmation defines the scope of SMD Medical's deliveries and services. These shall be deemed to be recognised by the customer unless the customer objects to their content in writing within three working days of receipt.

3. Prices and liabilities

Unless otherwise agreed, all goods are payable in full within 30 days of the invoice date. The prices are exclusive of statutory VAT. This is shown separately.

4. Changes in prices

Prices are subject to change at any time. Customers will be informed of price changes through new price lists or in an appropriate manner.

**5. Delivery, Transition of use
and risk**

Deliveries are free domicile (Ramp of the customer). Extra costs for courier, express and other special deliveries are charged additionally to the customer. Use and risk are transferred to the customer as soon as the goods are handed over to the post office, railway or carrier, even if SMD Medical AG organises the shipping. The delivery is at the risk of the customer.

Complaints in connection with the transport must be addressed by the customer to the carrier immediately upon receipt of the goods delivery or freight documents. Claims for damages arising from delayed delivery or delayed acceptance are excluded.

6. Reservation of ownership

SMD Medical AG remains the owner of the goods until full payment. SMD Medical AG is authorised to have the retention of title entered in the relevant register.

7. Notice of defects and responsibility

The purchaser is obliged to inspect the object of purchase immediately upon receipt of the delivery or upon acceptance and to notify SMD Medical AG of any defects as soon as possible, otherwise the delivery or installation shall be deemed to have been accepted as free of defects. Excluded from liability for defects are improper or negligent or faulty use or treatment, faulty assembly, or commissioning by the customer or by third parties commissioned by the customer.

8. Guarantee

In the event of product, material and installation faults, SMD Medical AG undertakes to replace the goods or rectify the faults as quickly as possible. Further claims of the customer are excluded. The warranty period is one year.

For products with an expiry date, the warranty ends with the expiry of the expiry date. The warranty is only valid if the appliance is handled correctly and in accordance with the operating instructions, the necessary service work is carried out and the recommended consumables and materials are used. All parts subject to normal wear and tear and batteries are excluded from the warranty.

9. Maintenance and repair services

SMD Medical AG undertakes, depending on the agreed maintenance contract, to send an expert service technician on working days to carry out service work and to rectify any equipment breakdowns or to provide a replacement device.

Repairs outside of maintenance contracts are carried out within two working days. Rental fees for replacement devices will be charged depending on the maintenance model.

If higher costs are incurred during the repair, the cost estimate may be exceeded by up to 20% without further consultation with the customer.

Travelling time and expenses of our service technicians/specialists will be charged to the customer depending on the maintenance model.

10. Rental und demo devices

Rental and demo devices remain the property of SMD Medical AG and must be handled with the necessary care. Contaminated goods must be properly processed in accordance with the specifications before being returned.

11. Rescission of the contract

If the customer cancels the order before delivery of the goods, SMD Medical AG reserves the right to charge a fee of 30 - 50 % of the order amount as a contribution towards expenses.

12. Return shipments

Return shipments require the prior written or verbal consent of SMD Medical AG. Products with an expiry date will only be taken back if they can still be sold for at least 3 months. The goods must be in the original packaging and in perfect condition. SMD Medical AG reserves the right to charge processing costs or restocking fees of 20% of the net sales price. No costs will be charged for returns that are attributable to incorrect deliveries by SMD Medical AG.

13. Amendments to the general terms and conditions

These general terms and conditions are subject to change at any time. The GTCs published on our website and valid at the time the contract is concluded shall apply.

14. Applicable law and place of jurisdiction

These terms and conditions shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for all proceedings, irrespective of the domicile or residence of the buyer, is the registered office of SMD Medical AG. SMD Medical AG reserves the right to take legal action against the purchaser before the competent court or other competent authority at his place of residence or domicile.