

## General terms and conditions

### 1. General

1.1 The following terms and conditions apply to all business dealings between Medaxis AG and its business customers unless otherwise expressly agreed. Any general terms and conditions of customers are hereby expressly excluded.

### 2. Contract formation

2.1 The agreement between Medaxis and the customer commences on the date of written confirmation by Medaxis.

### 3. Delivery item

3.1 The delivery item is described in the confirmation of Medaxis (and/or in other documents to which the confirmation refers). Additional goods and services of Medaxis which are not described in the confirmation, but nevertheless desired by the customer, are invoiced to the customer in addition.

### 4. Prices

4.1 Unless otherwise agreed, prices are understood to be net, ex works Medaxis (pursuant to INCOTERMS 2010), excluding value-added tax, in Swiss francs or euros. Shipping costs (postage, handling and packaging) and the cost of more than standard packaging are at the customer's expense.

### 5. Payment terms

5.1 Invoices of Medaxis are payable without deductions within 30 days of the invoice date. After the payment deadline lapses, the customer is in default without an overdue notice.

5.2 If the customer defaults in the payment of invoices from Medaxis, the customer owes Medaxis default interest of 5% p.a.

### 6. Retention of ownership

6.1 Ownership of the delivery items sold to the customer passes to the customer only upon full payment of the price. Until such time, the customer may not exercise any incidents of ownership, especially not through sale, lease or pledge. The customer is obligated to take all needed measures to protect and maintain the ownership of Medaxis.

6.2 Medaxis is entitled to have the retention of ownership recorded in the appropriate register.

### 7. Delivery periods

7.1 Stipulated delivery periods start running upon conclusion of the agreement.

7.2 Delivery periods are appropriately extended and delivery dates are appropriately postponed,

particularly when one of the following circumstances occurs:

- 7.2.1 when the customer fails to give Medaxis needed information in a timely manner or changes it on short notice;
- 7.2.2 when the customer fails to abide by the stipulated payment terms, fails to have a letter of credit issued in a timely manner or fails to arrange any import licenses on time;
- 7.2.3 in the case of force majeure.

### 8. Delayed delivery

8.1 If Medaxis is delayed in making delivery, the customer undertakes to set a reasonable grace period for Medaxis. After this grace period lapses without avail, the customer is entitled either to continue to insist on the performance by Medaxis (and set a further grace period) or else to waive the performance in accordance with the statutory provisions or to rescind the agreement.

8.2 Medaxis is liable to the customer for any losses incurred through delay, provided they are caused intentionally or through gross negligence.

### 9. Delivery method

9.1 Unless the parties expressly agree otherwise, deliveries are ex works Medaxis (INCOTERMS 2010).

### 10. Inspection of the delivery items and notices of defects

10.1 The customer undertakes to inspect the delivery items within 10 days of receipt at customer and to immediately notify of obvious defects. If the customer neglects to make the inspection and/or the complaint, it has approved the delivery items with respect to obvious defects.

### 11. Warranty and repairs

11.1 Medaxis warrants the flawless quality and workmanship of all delivery items from the date of delivery to the user (warranty periods can be found in the individual user manuals). Defective delivery items are repaired or replaced without charge during this period as long as the customer has not used them improperly.

11.2 Claims exceeding the described scope of warranty, particularly liability for consequential damages caused by the defect, are barred. Moreover, the right to cost-free replacement of defective parts does not apply if unauthorized persons have interfered with the device. To take advantage of the warranty, the device must be

delivered to a Medaxis service center. Repair costs outside of the warranty are quoted in advance.

## **12. Data privacy**

12.1 Medaxis indicates that the data acquired in the course of contract formation is collected, processed and used to fulfill the obligation under the purchase agreement. Data needed for provision of services and contract performance may also be passed on to commissioned service partners (e.g. logistics companies, service providers, debt collection agencies), including to foreign countries which do not afford equivalent data privacy. In consenting to these General Terms and Conditions, the customer declares agreement with this use of data.

## **13. Applicable law and judicial venue**

13.1 Contracts to which these General Terms and Conditions apply are subject to Swiss law with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 For disputes arising from or in connection with contracts to which these General Terms and Conditions apply, the parties agree to the authority of the courts of general jurisdiction in the locale of the registered office of Medaxis.