

# General terms and conditions of sale



## 1. Validity

In principle, our General Terms and Conditions apply to all offers, deliveries and services of Samarit Medical AG, Grundstrasse 14, 8126 Zumikon (CHE-103.551.136) and Samarit Mediswiss AG, Grundstrasse 14, 8126 Zumikon (CHE-109.703.367). Another agreements, in particular oral agreements, must be confirmed in writing. The GTC are recognised by way of the granting of an order or acceptance of a delivery. The purchasing conditions of the buyer, which we do not expressly recognise, are not binding for us, even if we do not expressly reject them. Catalogue information, diagrams and characteristics are only given as approximations, unless it is expressly stated that they are binding. Our offers are non-binding. We reserve the right to deliver the offered goods with a technically improved or modified design.

## 2. Delivery

Our deliveries are made exclusively under reservation of title and for the account and risk of the buyer, even for freight-paid delivery. For orders under CHF 200 net, we reserve the right to charge an order processing fee of CHF 15. For orders over CHF 200, deliver is made freight-paid. We are entitled to make partial deliveries and to round the order quantity up to the next packaging unit. We reserve the right to deliver the offered goods with a technically improved or modified design. We choose what we deem to be the best dispatch route and shipping method. For late deliveries caused by force majeure or others events not attributable to us, the delivery may be postponed by the period corresponding to the duration of the impediment.

## 3. Prices

Our prices are stated net ex place of dispatch, without freight cost, packaging and VAT, unless otherwise agreed. The prices stated apply until a new list is published, unless we are obliged to make price adjustments because of increases in price by sub-suppliers or exchange rate changes. In general, price changes are applied with three months' notice to the end of the year.

## 4. Terms of payment in Switzerland

Our invoices are to be paid within 30 days of the date of the invoice without any deductions. Swiss prices include VAT. If the buyer does not respect the payment deadline, the former is considered to be in arrears. In this case late payment interest of 5% over the current bank rate of UBS Zurich will be charged without any notice being given.

## 5. Exporting abroad

In general, we deliver ex-works using a forwarding company. We will help the client with the choice. The first delivery is always paid in advance in cash. Export prices do not include VAT, which will be requested by the receiving country.

## 6. Returning delivered items

Returning delivered goods is only possible in exceptional cases and only after prior written consent has been given. We will send back items returned without our consent freight forward. The rights of the buyer regarding defects remain unaffected. Returns will be free of charge. We will deduct an administration fee of 20%, and of no less than CHF 40. The items are to be returned in full, undamaged, in the original packaging without any markings, along with the delivery slip or invoice number. Items that are no longer saleable or that are out-of-date will not be refunded by us. We will send a corresponding destruction certificate.

## 7. Warranty and defects

The buyer is obliged to check the items delivered by us for suitability and purpose. Defects may only be accepted if the buyer has carefully examined the items immediately after delivery at the agreed place of execution, and we are informed of the alleged defect within no more than 5 days of arrival, and any hidden defects are to be notified immediately upon discovery thereof. If the buyer does not notify us of any defects, or the items are altered or used by the buyer, the goods will be deemed accepted. If a significant defect is declared in good time, and it can be proven to have occurred during manufacture, and not after dispatch, we will gradually replace the items free of charge, provided payment has been made, if it is not possible to repair them. Defective items will be taken back by us so we can assess the case. If it is not possible to carry out a replacement delivery or we cannot do so within a reasonable amount of time, we are obliged to change the order or decrease the order. Any other claims, unless legally permissible, will not be accepted.

## 8. Retention of title

We retain ownership of the items until all claims have been met.

## 9. Breach of contract

Breach of contract on the part of the buyer entitles us, subject to any other claims, to halt delivery to the buyer, or to withdraw from the agreement.

## 10. Place of fulfilment, competent court

The place of fulfilment for the delivery and payment is the head office of the company. The agreement is subject to Swiss law.

## 11. Data protection

We are entitled to process any data received by us with regard to this agreement or in connection with it, regardless of whether the said information comes from the actual buyer or from a third party, as per Swiss data protection legislation.