



July 2024

## **General Terms and Conditions of Sale of VISAVI Instruments suisses LLC**

### Terms and conditions :

All our sales, deliveries and projects are subject in their entirety to the present conditions, insofar as they have not been modified or supplemented by written agreements. Any delivery restrictions which we ourselves may impose on our manufacturers shall pass to the purchaser of our goods and must be complied with by the latter. In the event of our purchaser passing on the goods to a third party, any such delivery restrictions must be passed on to the latter and be binding on him.

### Offers :

Our offers are limited in time, either according to legal regulations or according to the particular indications contained in the offers themselves. Our offers are of a confidential nature and may only be consulted by those who actually process our offers. We reserve all proprietary rights and copyrights to all drawings, projects, circuit diagrams and cost estimates. At our request, these documents must be returned to us in the absence of corresponding orders.

#### Prices :

Our prices are exclusive of tax in accordance with the legal provisions of the Swiss Federal Tax Administration. Prices are ex Liebistorf, excluding packaging and insurance. All price indications in price lists and brochures are non-binding and without obligation. Acceptance and execution of orders may be subject to a guarantee or advance payment. Each order is considered accepted only after clarification of all details and express confirmation by the supplier. In the event of price increases, additional taxes, customs duties or strong currency fluctuations, we reserve the right to adjust prices accordingly. Any direct, indirect or subsequent price reductions must be passed on to patients or health insurers in accordance with health insurance law (in particular art. 56, para. 3 KVG). Any further reductions must be reported at least once a month. The granting of price reductions is not linked to any obligation to purchase products from us in the future and does not constitute compensation for purchases made in the past.

#### Payment :

All invoices are payable within 30 days net, unless other terms of payment have been expressly agreed overleaf. Retention of payments and offsetting of claims due to counterclaims not recognized by us are not valid.

#### Retention of title and consignment :

We reserve the right of ownership on all items and services sold until full payment of the purchase price. All goods delivered under consignment remain the property of VISAVI Instruments suisses LLC. The consignee or business partner must ensure that these goods are properly marked and stored. VISAVI Instruments suisses LLC must be notified immediately of any suspected deterioration in product quality.

#### Delivery dates :

We will always endeavour to meet the delivery dates we have indicated and carefully calculated, even in the event of unforeseeable difficulties, but we cannot give any legal guarantee in this respect. This applies in particular to cases of force majeure and strikes. Adherence to delivery dates also presupposes that the purchaser fulfils any obligations he may have, such as providing specifications, by the agreed deadline. If the purchaser fails to meet his obligations to us, delivery will be interrupted. Partial deliveries are permitted.

#### Performance of delivery :

Delivery is deemed to have been made when the goods leave our premises or, in the case of delivery ex works, the factory. Shipping and transport risks are in all cases borne by the purchaser, even if carriage-paid or carriage-free delivery has been agreed. Packaging is carried out with the utmost care. In the event of breakage or damage during transport, the recipient of the goods must immediately have a report drawn up by the transport company. This must be done even if there is no external damage to the packaging. Claims for damages must be addressed immediately to the transport company. Express postage and reimbursement costs will be charged in all cases.

#### Product return :

The possibility of taking back products is extinguished in the event of improper handling of the products by the purchaser or third parties. VISAVI Instruments suisses LLC must be notified immediately, and within 24 hours at the latest, of any apparent damage or defects to deliveries. If this deadline is not met, the delivery and service shall be considered faultless and shall be excluded from return. In the case of defective products, VISAVI Instruments suisses LLC will only take them back after prior notification and agreement. Notification must be made within 24 hours of discovery of the defect. Products ordered in error or unsuitable will only be returned under the following conditions:

- Product returns will only be accepted after prior agreement.
- Returns will only be accepted if accompanied by a return note.
- Opened, used and/or damaged products cannot be returned or credited.
- The dedicated made products cannot be returned or credited.
- The product has a shelf life of at least 6 months.
- The products concerned by a return must not have left the VISAVI Instruments suisses LLC warehouse for more than 15 days. If this period is not respected, the right to get back a credit note is lost.
- In the event of a product return, the purchaser will receive a replacement or a credit note (less return costs).

#### Warranty and liability :

Our warranty extends from the day of delivery to all defects occurring during the agreed warranty period, provided that it can be proved that these defects are due to poor quality materials or faulty workmanship. However, our liability is limited, at our discretion, to the replacement of defective items or the reimbursement of the invoice value of items not replaced. We accept no further liability, in particular for the costs of dismantling or reassembly, or for any damage resulting directly or indirectly from the delivered items themselves, their use or their defects. Modifications or repairs carried out without our written consent, as well as non-compliance with our operating conditions, invalidate our warranty obligation.

#### Vigilance and information in the supply chain :

The business partner informs us in writing of any discrepancies and anomalies within the meaning of Regulation (EU) 2017/745 or 2017/746 concerning the products we supply and of any serious incidents within the meaning of Art.15 ODim, SR 812.213. We reserve the right to pass on this information to the manufacturer or Swissmedic. The sales partner supports the manufacturer in his investigations.

#### Place of jurisdiction :

In the event of a dispute, Swiss law shall apply. The place of jurisdiction is the registered office of VISAVI Instruments suisses LLC. Our company will at all times endeavour to resolve any disputes with its business partners and customers amicably and by mutual agreement.

The management of VISAVI Instruments suisses LLC