

GTC

General Terms and Conditions

Santhema AG, Status: September 1, 2021

The deliveries, services and offers of Santhema AG are exclusively based on these terms and conditions. They take precedence over other conditions without exception. With the order of products or services these conditions are considered as read and accepted. Deviations from these terms and conditions are only effective if they are confirmed by us in writing.

1. scope of services

We guarantee buyers of our brand products services in the area of consulting, warranty (guarantee), accessories, spare parts and repairs for goods purchased from us. Should we once no longer carry an item in our product range, we will nevertheless endeavor to offer or arrange accessory, spare parts and repair services. The warranty (guarantee) is binding in any case.

2. conclusion of contract

The contract is concluded as soon as the customer places an order by mail or telephone. The automatically generated order confirmation with proof of invoice is sent to the specified e-mail address. The original invoice follows with the delivery of goods. If the data of a new customer cannot be verified, we deliver exclusively against prepayment. The same applies in case of insufficient creditworthiness or repeated reminders until shortly before collection. Customers with outstanding debts will not be delivered until the debt is paid in full.

3. payment conditions

All prices include 7,7 % value added tax. Santhema AG (seller) reserves the ownership of the goods until full payment according to the sales contract. Accordingly, unpaid or partially paid products remain the property of Santhema AG as reserved goods. A sale of such goods is expressly not allowed and is punishable by law. With the 2nd and last written reminder a reminder fee of SFr. 30.00 will be charged. These are owed as a cost share for reminder expenses as part of the invoice. If a debt collection has to be initiated, our collection partner will take over the claim. Due to the obligation to provide proof, the collection partner and the debt collection office gain knowledge of the type and amount of outstanding debts. If there is a financial bottleneck, Santhema AG shows itself exceptionally accommodating by extending deadlines up to a maximum of 30 days free of charge after consultation. No claim can be derived from this. The monthly costs for rental equipment must be paid in advance by new private customers. Stair climber rentals also require the presentation of a valid identification card.

If a refund is made through no fault of Santhema AG, payment will be made less postage and any transaction fees paid (usually 2%). For devices, the handling fee is 35.00 Swiss francs.

4. delivery conditions

We deliver to customers with residence or company headquarters in Switzerland and the Principality of Liechtenstein. We do not offer deliveries abroad. Store items are delivered promptly or within a week, depending on availability. Weekends and public holidays are

excluded. In the case of partial deliveries, shipping costs are charged only once. After notification of a delay in delivery of more than 7 days, the customer has a general right of withdrawal, which he can exercise at the time of knowledge. Amounts paid in advance will be refunded promptly.

In the case of prepayment, the order will be processed only after receipt of payment. An order against prepayment with 3% discount is binding. The corresponding invoice must be paid within 14 days.

The place of delivery must be accessible by road. By handing over the goods to the parcel service or the forwarding agency, the goods are considered as shipped. The customer acknowledges the events recorded by these delivery agents as proof of delivery of the goods. For refused or unclaimed goods as well as unannounced or unauthorized returns the customer bears the additional costs.

5. returns & warranty/guarantee

The invoice is also a warranty certificate. The warranty is valid for 2 years from the date of purchase. Excluded are consumables and wear parts such as filters or batteries. During the warranty period, the customer is entitled to a free repair in the event of a product defect. Conversion, reduction or replacement require the agreement of the seller and the buyer. The seller is entitled at any time to deliver a new, identical replacement item instead of a repair. In the case of an obvious defect after proper inspection, the notice of defect must be made within 3 days after receipt of the goods, otherwise the goods are considered approved. Hidden defects must also be reported immediately after discovery.

In case of a notice of defect, the goods must be sent to our address after consultation with us with a short justification within one week after notification. The address must include the RMA number assigned by us, otherwise receipt of the goods will be refused. We pick up devices in case of warranty, provide an adequate device and bear the costs incurred.

We do not ship brand-new medical devices or goods that have already been handled or worn by third parties. Therefore, unless otherwise agreed, the only right of withdrawal is as mentioned in point 4. Excluded are hygiene articles and those that are worn directly on the body such as swimwear or socks as well as special articles that are procured solely at the request of the customer. Santhema AG processes notices of defects promptly and unbureaucratically. However, if it is an unjustified notice of defect or a self-inflicted fault of the buyer, for example as a result of unauthorized manipulation or intervention, wear and tear, force majeure or due to disregard of the operating instructions, the warranty is void. The costs incurred shall then be borne by the customer. In case of dispute, the customer shall accept the expert opinion of the manufacturer or the Swiss general importer or an independent expert.

6. civility

Respectful interaction is indispensable for us. We attach importance to a minimum of civility, which can also be found in our company philosophy or our code of conduct. If verbal slips occur, the conversation will be terminated or resumed after prior notice. Defamation, insults, defamatory criticism, defamation, harassment, untrue statements of fact, etc. will have consequences. We show zero tolerance for fraud, threats, harassment or coercion.

7. liability

As far as there is no intentional or grossly negligent action, claims for damages against Santhema AG and its service partners are excluded. The same applies to liability claims for direct, indirect and consequential damages resulting from the use, by malfunction or loss of service. Santhema AG is represented by RA Kanzlei Probst + Partner as well as Zürich Versicherung in case of damage and advised by Schweizer Beobachter.

8 Jurisdiction

These GTC are to be interpreted according to Swiss law. Place of jurisdiction is Zurich.