

GENERAL TERMS AND CONDITIONS

Santhema AG, Zurich, as of January 1, 2020

[Supplement of 16.7.2019, point 5](#)

[Supplements of 4.12.2019, points 1 / 3](#)

The deliveries, services and offers of Santhema AG are based exclusively on these terms and conditions. They take precedence over any other conditions without exception. By ordering products or services, these terms and conditions are deemed to have been read and accepted. Deviations from these terms and conditions are only valid if they have been confirmed by us in writing.

1. scope of services

We guarantee buyers of our branded products services in the field of consulting, warranty (guarantee), accessories, spare parts and repairs for goods purchased from us. [Should we once no longer carry an item in our range, we will nevertheless endeavour to offer or arrange for accessories, 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 e-mail or telephone. The automatically generated order confirmation with proof of invoice is sent to the e-mail address provided. The original invoice follows with the delivery of the goods. If the data of a new customer are not verifiable, we only deliver against prepayment. The same applies in case of insufficient creditworthiness or repeated reminders until shortly before collection. Customers with outstanding debts will not be supplied until the debt has been paid in full.

3. terms of payment

All prices include 7.7 % value added tax. Santhema AG (seller) reserves the right of ownership of the goods until full payment has been made in accordance with the purchase contract. Accordingly, unpaid or partially paid products remain the property of Santhema AG as reserved goods. The sale of such goods is expressly not permitted and [is punishable by law](#). The 2nd and final written reminder will incur reminder fees of SFr. 30.00. These are owed as a share of the costs for reminder expenses as part of the invoice. If debt collection must be initiated, our collection partner will take over the claim. Due to the obligation to provide evidence, the debt collection partner and the debt collection office gain knowledge of the type and amount of the outstanding debts. If there is a financial bottleneck, Santhema AG is exceptionally accommodating by extending deadlines free of charge up to a maximum of 30 days after consultation. No claim can be derived from this. The monthly costs for rental properties are to be paid in advance by new private customers. Stair climber rental equipment also requires the presentation of a valid identification document.

4. terms of delivery

We supply clients with residential or company headquarters in Switzerland or the Principality of Liechtenstein. We do not offer deliveries abroad. Shop items are delivered promptly or within a week, depending on availability. Exceptions are weekends and general holidays. In case of partial deliveries, the shipping costs are only incurred 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 notification. Prepaid amounts will be promptly refunded.

Continuation delivery conditions

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

The place of delivery must be accessible via the road network. By handing over the transport goods to the parcel service or the forwarding agent, the goods are considered to be dispatched. The customer acknowledges the events recorded by these carriers as proof of delivery of the goods. The customer shall bear the additional costs for refused or unclaimed goods as well as unannounced or inadmissible returns.

5. returns & warranty/guarantee

The invoice is at the same time the guarantee certificate. The warranty is valid for 2 years from the date of purchase. Excluded are consumables and wearing parts such as filters or batteries. During the warranty period, the customer is entitled to a free repair in case of a product defect. Cancellation, 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 article instead of a repair. In the event of an obvious defect after proper inspection, the notice of defect must be made within 3 days of receipt of the goods, otherwise the goods shall be deemed approved. Hidden defects must also be reported immediately after discovery. In the event of a notice of defect, the goods must be sent to our address after consultation with us with a brief statement of reasons within a week of notification. The RMA number allocated by us must be listed with the address, otherwise the receipt of the goods will be refused. [In the event of a warranty claim, we will collect the equipment, provide an adequate device and bear the costs incurred.](#)

We will send brand-new medical aids or goods that have not already been treated or worn by third parties. In the absence of any agreement to the contrary, the only right of withdrawal is that 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 complaints promptly and unbureaucratically. However, if the complaint is unjustified or if it is the buyer's own fault, for example as a result of unauthorised manipulation or intervention, wear and tear, force majeure or disregard of the operating instructions, the warranty is void. The customer shall then bear the costs incurred. In the event of a dispute, the customer shall accept the expert opinion of the manufacturer or the Swiss general importer or an independent expert.

6. liability

In so far as no intentional or grossly negligent action is involved, 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 use, incorrect performance or loss of performance. Santhema AG is represented in the event of damage by the law firm Probst + Partner and Zurich Insurance.

7. place of jurisdiction

These terms and conditions shall be interpreted in accordance with Swiss law. Place of jurisdiction is Zurich.