

## **AGB - General Terms and Conditions**

Santhema AG, Zurich, January 1, 2019

The supplies, achievements and offers of Santhema AG take place exclusively due to these trading conditions. They proceed without exception to other conditions. With the order of products or achievements these conditions are considered as read and accepted. Deviations of these trading conditions are effective only if these are confirmed by us in writing.

### 1. scope of services

We guarantee buyers of our branded products services in the area of advice, warranty, accessories, spare parts and repairs for goods purchased from us.

### 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 invoice proof 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 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 supplied until the debt has been paid in full.

### 3. terms of payment

All prices include 7.7 % VAT. Santhema AG reserves itself the property at the commodity up to the complete payment in accordance with sales contract. Accordingly, unpaid or partially paid products as reserved goods remain the property of Santhema AG. A sale of such commodity is expressly not permitted. With the 2. and last, written reminder dunning charges of SFr. 30.00 result. These cover a part of the additional expenses of the salesman and are owed as invoice component. If debt collection has to be initiated, our debt collection partner shall take over the claim. The debt collection partner and the debt collection office gain knowledge of the type and amount of the outstanding debts on the basis of the duty to provide evidence. If there is a financial bottleneck Santhema AG shows itself exceptionally accommodating, as they periods after consultation up to maximally 30 days extended free of charge. No claim can be derived from this. The monthly costs for rental properties must always be paid in advance by new private customers. Stair climber rental equipment also requires the presentation of a valid identity card.

### 4. delivery conditions

We supply persons with their place of residence 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 public holidays. In the case of partial deliveries, shipping costs are incurred 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 redeem at the time of knowledge. Prepaid amounts will be refunded promptly.

With prepayment the order is processed only after receipt of payment. An order against prepayment with 3 % discount is binding. The invoice must be paid within 14 days. The place of delivery must be accessible via the road network. The goods are deemed to have been dispatched when they are handed over to the parcel service or forwarding agent. The customer acknowledges the events recorded by these deliverers as proof of the delivery of the goods. The customer shall bear the additional costs for refused or uncollected goods as well as for unannounced or impermissible returns.

#### 5. returns & warranty/guarantee

The invoice is also a 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 the event of a product defect. Cancellation, reduction or replacement require the agreement of seller and buyer. In the case of lowpriced articles or complex defects, the seller is entitled to deliver a new, identical replacement article instead of a repair.

If there is an obvious defect after proper inspection, the notice of defect must be made within 3 days of receipt of the goods, otherwise the goods are 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 within one week of notification after consultation with us with a brief justification. The address must include the RMA number assigned by us, otherwise receipt of the goods will be refused.

We ship brand new medical aids or goods that have not been handled or carried by third parties. Unless otherwise agreed, only a right of withdrawal as mentioned in point 4 exists. Excluded are hygiene articles and those which are worn directly on the body such as swimwear or socks as well as special articles which are only procured at the request of the customer. Santhema AG processes complaints promptly and unbureaucratically. If it concerns however an unjustified notice of defects or a self-culpability of the buyer, approximately as a result of unauthorized manipulation or intervention, wear, higher force or due to disregard of the operating instructions, the guarantee is void. The costs incurred shall then be borne by the customer. In the event of a dispute, the customer acknowledges the expert opinion of the manufacturer or the Swiss general importer or an independent expert.

#### 6. 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 is valid for liability claims for direct, indirect damages and consequential damages, which result from the use, by mistake or loss of performance. Santhema AG is represented in the case of damage by RA Kanzlei Probst + Partner as well as Zurich insurance.

#### 7. place of jurisdiction

These General Terms and Conditions shall be interpreted in accordance with Swiss law. Place of jurisdiction is Zurich.