

## GENERAL TERMS AND CONDITIONS

Santhema AG, Zurich, as of September 1, 2018\*

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 accepted. Deviations of these trading conditions are effective only if these are confirmed by us in writing.

### 1. scope of performance

We guarantee purchasers of our branded products services in the areas of advice, warranty, accessories, spare parts and repairs.

### 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 is sent to the specified e-mail address. 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 (3% discount). The same applies in the case of a negative credit assessment.

### 3. terms of payment

Our prices understand themselves inclusive 7.7% value added tax. Santhema AG reserves itself the property at the commodity (reservation commodity) up to the complete payment of the commodity in accordance with purchase contract. Accordingly, unpaid or partially paid products remain the property of Santhema AG. A sale of unpaid commodity is expressly not permitted. With the 2. (and last) reminder dunning fees of SFr. 20.00 result. If a debt collection has to be initiated, our debt collection agency takes over the claim.

The monthly costs for rental objects must be paid in advance by new private customers. Stair climbing equipment is rented after presentation of a valid identity card. If the tenant is not resident in Switzerland, a deposit must be paid.

### 4. delivery conditions

Shop articles are delivered promptly or within a week. Exceptions are weekends and public holidays. In the case of advance payment, the order is processed after receipt of payment. The advance payment must be made within 14 days. In the case of partial deliveries, the shipping costs are incurred only once. After notification of a delay in delivery of more than 7 days, the customer has a right of withdrawal, which he can redeem at the time of knowledge. Any amount paid in advance will be promptly refunded.

Persons with residence or company headquarters in Switzerland or the Principality of Liechtenstein can register as customers. We do not offer deliveries abroad. The place of delivery must be accessible via the road network. By handing over the goods to the transport company (parcel service, freight forwarder) the goods are deemed to have been dispatched. The customer acknowledges the events recorded by these deliverers as proof of the delivery of the goods. The additional shipping costs for refused or uncollected goods as well as unannounced returns shall be borne by the customer.

## 5. returns & guarantee

Goods may only be returned after receipt of our written confirmation and must be provided with an RMA dispatch number assigned by us, otherwise the goods will not be accepted. The goods and their packaging - with the exception of the part complained about - must be complete, functional and in perfect condition.

We will ship brand new products or goods that have already been handled by third parties. Therefore, unless otherwise agreed, there is only one right of withdrawal as mentioned in point 4. Hygiene articles, bathing costumes as well as products, which we procure on customer's request as special order, cannot be returned. Complaints regarding the delivery of goods must be made in writing within seven days of receipt, otherwise the delivery shall be deemed accepted.

The invoice is at the same time a guarantee certificate. The minimum guarantee is 2 years. Wear parts such as filters or batteries are excluded. Excluded from the guarantee are damages due to unauthorised manipulations or interventions, wear and tear, force majeure or non-compliance with the operating instructions. If the manufacturer or Swiss general importer subsequently rejects a warranty claim as void, the customer shall bear the costs. In the case of warranty claims, the defective material must be sent to us with a copy of the invoice and a brief justification.

## 6. liability as far as no intentional

As far as no deliberate or roughly negligent acting is present, claims for damages are impossible opposite Santhema AG or their service partners. 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 with an incident by these places: RA Kanzlei Probst + Partner and Zurich insurance.

## 7. place of jurisdiction

These GTC are to be interpreted in accordance with Swiss law. Place of jurisdiction is Zurich.

*\*Supplements: Rental conditions (3.)*