

General Terms and Conditions Medical VET AG

Status: 01.01.2024

1 General

1.1 Medical VET AG shall provide deliveries and services in Switzerland and all other countries on the basis of these General Terms and Conditions.

1.2 General Terms and Conditions of the Ordering Party shall not apply, even if the Ordering Party refers to such.

1.3 By concluding the contract, the ordering party accepts these General Terms and Conditions and expressly waives the applicability of its General Terms and Conditions in the relationship with Medical VET AG.

1.4 The offers in brochures, catalogs and other publicly accessible media shall be understood as an invitation to make an offer. By placing an order, the purchaser submits an offer. Medical VET AG shall accept orders without engagement. The contract with the ordering party shall only be concluded upon receipt of the written order confirmation from Medical VET AG.

2 Scope of Performance

2.1 Specifications in technical documents shall only be binding if they have been expressly assured.

2.2 The deliveries and services are listed conclusively in the order confirmation.

2.3 We reserve the right to change the model between conclusion of the contract and delivery.

3 Prices and terms of payment

3.1 Unless otherwise agreed in writing, the relevant prices shall be based on the current list of conditions of Medical VET AG at the time of delivery.

3.2 Medical VET AG shall be entitled to adjust prices at any time and at its own discretion.

3.3 The prices in the written order confirmation shall be understood as fixed prices in Swiss Francs ex works (Incoterms: EXW Berneck, Switzerland).

3.4 Surcharges for express deliveries shall be charged separately.

3.5 For individual orders, the transport charge shall be based on the current list of conditions of Medical VET AG.

3.6 Payments by the Ordering Party shall be due within 20 days from the date of invoice, unless otherwise agreed in writing.

3.7 Medical VET AG shall not grant the Ordering Party any cash discount for compliance with certain payment terms. The provisions regarding cash discount shall be regulated in the current list of conditions.

3.8 In case of default of payment, the Ordering Party shall owe an interest on arrears of 5% per year from the due date, even without a reminder. The right to claim further damages remains reserved.

3.9 If the Ordering Party is in arrears with payments for any reason or if Medical VET AG must seriously fear that it will not receive the payments of the Ordering Party in full or on time due to a circumstance that occurred after conclusion of the contract, Medical VET AG shall be authorized to refrain from further contractual deliveries and to demand the return of the delivered goods from the Ordering Party without limiting its legal rights. In this case, the Ordering Party shall be obligated to return the delivered goods within three days after the corresponding request of Medical VET AG and shall be fully responsible for the costs of the return shipment as well as the packaging.

3.10 The Ordering Party shall not be permitted to transfer ownership by way of security or to pledge the goods without the express written consent of Medical VET AG. The Ordering Party shall immediately notify Medical VET AG in writing of any impending or executed seizure or any other impairment of the rights of Medical VET AG by third parties, in particular of the existence of global assignments.

4 Delivery Terms

4.1 Delivery dates are for information purposes only. The delivery date shall be postponed accordingly, if obstacles occur, which Medical VET AG cannot avert despite due diligence.

4.2 In the event of unforeseeable or unavoidable events as well as operational disruptions of any kind, in particular in the event of machine damage, strikes and labor disputes, non-timely self-supply with essential operating materials and primary materials or official measures, Medical VET AG shall be entitled to withdraw from the delivery contract in whole or in part or to extend the delivery period appropriately, taking into account a start-up period. The Ordering Party shall be informed of this immediately in writing.

4.3 Partial deliveries are permissible.

4.4 The delivery period for delivery ex works shall be announced with the order confirmation.

4.5 The delivery period shall commence with the dispatch of the order confirmation. It shall be deemed to have been complied with if the delivery item has been made available for collection by the Purchaser by the time it expires.

4.6 Failure to comply with delivery periods and dates shall not entitle the Supplier to claim damages.

4.7 Benefit and risk shall pass to the Ordering Party upon departure of the delivery from the warehouse of Medical VET AG.

4.8 Medical VET AG shall remain the owner of the goods delivered by it (in particular consignment goods) until they have been paid for in full. The Ordering Party authorizes Medical VET AG to make the entry of ownership in the official register and to fulfill all formalities in this regard.

4.9 Shipping containers, such as containers and pallets, shall be emptied immediately upon receipt of the goods and returned to the carrier. Should the immediate emptying of the shipping containers not be possible, the Ordering Party shall be obliged to immediately hand over an equal number of shipping containers of the same type and quality in exchange to the

carrier for return to Medical VET AG. The shipping containers used by Medical VET AG for delivery are new or as good as new. Therefore, under no circumstances will the return of a damaged pallet or a pallet that does not comply with DIN 15146-2 be accepted. If an immediate return of the shipping containers does not take place, they shall be redelivered free of charge to the respective address of Medical VET AG at the latest by the end of the calendar year in which the delivery took place or replaced in terms of value. In each case, the amount to be spent by Medical VET AG for the replacement procurement shall be owed. The proof of any shortages shall be provided exclusively via the pallet account, which is kept by the respective carrier.

4.10 The Ordering Party shall inspect the deliveries and services of Medical VET AG within five working days and notify Medical VET AG immediately in writing of any defects. If he fails to do so, the deliveries and services shall be deemed approved - subject to any hidden defects.

4.11 Compliance with the delivery period shall be subject to the fulfillment of the contractual obligations by the Purchaser.

5 Warranty

5.1 The warranty period shall be 24 months. It shall commence with the installation of the device at the end user, but no later than one year after delivery of the goods to the Ordering Party.

5.2 In case of timely inspection and immediate notification, Medical VET AG shall only be obligated to rectify the defect within a reasonable period of time under exclusion of the claim for cancellation and reduction and waiver of further claims for damages by the ordering party.

5.3 The Ordering Party undertakes to make the defective delivery item or the defective part of the delivery item available to Medical VET AG immediately after discovery of the defect in an unchanged condition for a reasonable period of time to check the defectiveness. However, this obligation shall not release the Purchaser from its burden of proof for the existence of a defect.

5.4 The warranty shall expire in any case if the user or third parties carry out interventions or modifications.

5.5 For replaced or repaired parts, the warranty period shall start anew and last twelve months from replacement or completion of repair.

5.6 Excluded from the warranty and liability of Medical VET AG are damages that have not occurred as a result of bad material or faulty construction, such as damages due to natural wear and tear (wear parts), improper installation, inadequate maintenance, non-compliance with the operating instructions or operating regulations, interventions by unauthorized agencies, use of other spare parts instead of original spare parts of Medical VET AG, as well as force majeure or other reasons for which Medical VET AG is not responsible.

5.7 All cases of warranty and breach of contract and their legal consequences as well as all claims of the Purchaser, irrespective of the legal grounds on which they are based, are conclusively regulated in these Terms of Delivery. In particular, all claims for damages, reduction, cancellation of the contract or withdrawal from the contract not expressly mentioned in these Terms of Delivery are excluded. Under no circumstances shall the Purchaser have any claims for compensation for damage beyond the damage and defects to the delivered goods. In particular, this includes loss of production, loss of use, consequential

damages, loss of orders and loss of profit. All other claims for damages by the purchaser are excluded. The liability of Medical VET AG in case of unlawful intent or gross negligence shall remain reserved. The mandatory provisions of the Swiss Product Liability Act shall remain reserved.

5.8 Medical VET AG cannot assume any liability for color nuances between samples and the delivered goods, between the delivered goods and other medical devices installed in the room as well as on the devices themselves due to lighting effects and the use of different materials.

5.9 Goods purchased by the end user shall only be installed and put into operation by Medical VET AG if this has been explicitly agreed upon in writing between the parties within the scope of the offer or otherwise. The goods can be installed by distribution partners themselves or on their behalf by Medical VET AG.

5.10 The termination and withdrawal options of the purchaser with regard to the purchased goods as well as the installation are conclusively regulated in these General Terms and Conditions: All other termination and withdrawal rights of the Purchaser are excluded.

5.11 With regard to the prices for the installation of the equipment, the provisions under Clause 3 shall apply mutatis mutandis.

5.12 The time of installation shall be determined by the relevant quotation or any other written agreement. In the event of delay, the provisions under Clause 4 shall apply.

5.13 With regard to the warranty and liability for installation services of Medical VET AG, the provisions under Sec. 5 shall apply mutatis mutandis. However, the warranty period for the corresponding services is two months.

6 Product Safety and Traceability

If an actual or potential danger to personal safety or a health risk arises in the course of the product life of the delivered goods due to a product defect, the Ordering Party is obligated to effectively cooperate with Medical VET AG for its elimination. According to the applicable Product Safety Act (PrSG), Ordering Parties are in particular obliged to ensure complete traceability of delivered goods. Medical VET AG shall be entitled to verify this obligation of the Ordering Party with suitable measures upon written advance notice.

7 Information and Documents

Each party shall retain all rights to documents or information which it has handed over to the other party. The receiving party may not make such documents or information available to third parties, in whole or in part, or use them for purposes other than those for which they were provided, without the prior written authorization of the other party.

8. trademark rights

The rights to all trademarks, logos, photos and texts in connection with products of Medical VET AG in brochures, flyers as well as in exhibition, sales promotion and POS material as well as in similar documents are the exclusive property of Medical VET AG. The supply of such materials shall be subject to the condition that the Ordering Party acknowledges these rights.

9 Retention and Offset

9.1 The Purchaser shall not be entitled to retain the purchase price due to any counterclaims not arising from the respective delivery contract.

9.2 The Purchaser shall not be entitled to set off the purchase price claim against counterclaims unless the claim is undisputed or has been finally adjudicated.

10 Export restriction

The further delivery of the goods including the product descriptions to the USA or Canada is expressly prohibited and requires the prior written consent of Medical VET AG.

Medical VET AG distributes its products exclusively in Switzerland and the EU. Unauthorized exports by the purchaser to third countries, in particular to the USA, Canada, Russia and China are prohibited. Medical VET AG rejects all liability, warranty obligations or other legal obligations in principle. In the case of export to non-EU countries, the ordering party shall be fully and exclusively liable for compliance with local law, for approval and safety regulations and all other governmental or local obligations.

11 Changes of the General Terms and Conditions

Medical VET AG reserves the right to change these General Terms and Conditions at any time. The terms and conditions at the time of the order of the goods by the purchaser shall apply in each case.

12 Final Provisions

12.1 If any provision of these Terms and Conditions of Delivery is invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In this case, the parties undertake to replace the invalid provision with the valid provision that comes closest to the economic purpose of the invalid provision.

12.2 The contractual relationship shall be governed by Swiss substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods and amendments thereto.

12.3 The place of jurisdiction for both parties shall be the registered office of Medical VET AG. Medical VET AG may also take legal action against the Ordering Party before the courts having jurisdiction at its registered office/residence. For consumer contracts, the mandatory statutory places of jurisdiction shall remain reserved.