

General Terms and Conditions of MK-MED AG

1. Scope of application, general information

- 1.1. These General Terms and Conditions of Business and Delivery of MK-MED AG Medizintechnik ("MK-MED AG"), Industriezone Basper 33, 3942 Raron/VS, Switzerland, CHE 113.900.913 ("General Terms and Conditions") form an integral part of our sales documents (e.g. brochures, product catalogues, stock and price lists, online shop), quotations and any contract between MK-MED AG and a customer. They apply to all services and deliveries provided by MK-MED AG on the basis of a contract between it and a buyer.
- 1.2. These GTC apply exclusively. Deviating or additional conditions, in particular the buyer's general terms and conditions of purchase, shall only apply if and to the extent that they have been expressly accepted in writing by MK-MED AG. The current and binding version of the GTC can be requested from MK-MED AG at any time.
- 1.3. MK-MED AG reserves the right to amend the General Terms and Conditions at any time. For contracts concluded before the amended General Terms and Conditions came into force, the previous General Terms and Conditions shall continue to apply even after the amended General Terms and Conditions come into force. The version valid at the time of conclusion of the contract shall be decisive.

2. Offers, quotations

- 2.1. The offers in sales documents (including the online shop) and the quotations from MK-MED AG are always subject to change and non-binding. We therefore reserve the right to change prices and sell products from stock at any time. Quotations from MK-MED AG are only binding if they include an acceptance period. The buyer's order is considered a binding contractual offer. MK-MED AG reserves the right to reject orders. Acceptance of the contract offer can be expressed by MK-MED AG either explicitly (e.g. by order confirmation) or implicitly (e.g. by delivery of the delivery item).
- 2.2. The scope of services is determined exclusively by the order confirmation from MK-MED AG or (if not available) the offer or delivery note from MK-MED AG. In the event of a conflict between the latter two, the offer takes precedence over the delivery note in this context. Changes and/or additions require written confirmation from MK-MED AG.
- 2.3. The order confirmation generated electronically in the MK-MED AG online shop merely informs the buyer that the order has been received; it does not constitute acceptance of the contract offer.

3. Prices

All prices are quoted in Swiss francs, net, excluding VAT and packaging and transport costs. If the cost of procuring the ordered products increases between the time the contract is concluded and the actual delivery date due to demonstrable changes in circumstances (in particular with regard to government/authority taxes, levies, fees, customs duties, etc.), MK-MED AG is entitled to report this increase and pass it on to the buyer.

4. Delivery times

- 4.1. Stated or agreed delivery dates or deadlines are approximate and subject to change. MK-MED AG does not conclude fixed-date transactions or expiry date transactions within the meaning of Art. 102 para. 2 of the Swiss Code of Obligations (OR).
- 4.2. MK-MED AG is entitled to make partial deliveries at any time and may invoice partial deliveries. If a delivery is not available because MK-MED AG has not been supplied by its suppliers or because stocks are exhausted, MK-MED AG is entitled to deliver goods of equivalent quality and price. If this is not possible, MK-MED AG may withdraw from the contract (reservation of self-supply).
- 4.3. Delivery delays due to events of force majeure or other circumstances that MK-MED AG could neither foresee nor be held responsible for, which make delivery unreasonably difficult or impossible (e.g. operational disruptions or production errors at the supplier's premises, delivery delays at the supplier's premises for other reasons, incorrect delivery by the supplier, transport disruptions and damage, operational disruptions at MK-MED AG, official measures, etc.) entitle MK-MED AG to either extend the delivery period appropriately or withdraw from the contract. All claims for damages by the buyer resulting from a delay in delivery are excluded (subject to section 9 below).
- 4.4. Loan equipment must be returned to MK-MED AG within the agreed period after receipt. The costs of the return shipment shall be borne by the customer.

5. Delivery costs

For orders under CHF 350.00 excluding VAT, delivery costs of CHF 17.00 per parcel will be charged. The minimum order value does not apply to resellers; CHF 17.00 per parcel will be charged regardless of the order value.

6. Payment and retention of title

- 6.1. Invoices from MK-MED AG are payable within 30 days of the invoice date (due date), net, without any deductions. MK-MED AG reserves the right to demand advance payment. If the buyer fails to meet the agreed payment deadline, they shall be in default without a reminder and shall pay default interest of 5% p.a. on overdue amounts. All other rights under Art. 107 ff. OR remain reserved.

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- 6.2. MK-MED AG reserves the right to carry out a credit check and to make the fulfilment of the contract dependent on the result.
- 6.3. The delivery remains the property of MK-MED AG until full payment has been made (retention of title). Under no circumstances may the buyer refuse to pay amounts due (prohibition of set-off). Delivery delays do not entitle the buyer to suspend payment of invoices due to MK-MED AG.
- 6.4. A payment is only considered to have been made when MK-MED AG has free disposal of the entire amount. Bank charges shall be borne by the respective client.

7. Place of performance, shipping and packaging

The place of performance for sales is Raron VS. Shipping and delivery are at the expense and risk of the buyer. MK-MED AG is free to choose the appropriate shipping and packaging method at the buyer's expense. In any case, benefit and risk are transferred to the buyer at the time of shipment from the place of performance.

8. Inspection of the delivery and notification of defects

- 8.1. The buyer must inspect the delivery immediately upon receipt with all due care and report any defects within 8 days of receipt at the latest (notification of defects), otherwise the delivery shall be deemed to have been approved. The buyer must report hidden defects immediately upon discovery (notification of defects), otherwise the delivery shall also be deemed approved with regard to these defects.
- 8.2. All complaints must be made in writing and substantiated (in particular with a detailed description of the defect) and must state the date of discovery. Transport damage must be reported to the carrier immediately.

9. Returns

- 9.1. Returns of products will only be accepted by MK-MED AG with prior consent.

A return is only permitted if:

- the products are returned in complete, original packaging units;
- the original packaging (in particular outer packaging, primary packaging and any sterile barrier systems) is undamaged, unopened and not labelled or stuck with stickers;
- all labels, markings (in particular UDI markings), batch details and product information are complete and undamaged;
- the product itself is unused, undamaged and in a resalable condition.

- 9.2. A credit note will only be issued once the returned products and their packaging have been checked by MK-MED AG, in particular with regard to compliance with the requirements set out in section 9.1 of these GTC.
- 9.3. MK-MED AG reserves the right to refuse to issue a credit note if these requirements are not met and to return the returned products to the buyer at the buyer's expense and risk or to invoice the buyer for them.
- 9.4. For returns or partial returns made at the customer's request, MK-MED AG will charge a fee of 25% of the total price of the goods or items ordered.

10. Product data, warranted characteristics

The weights, dimensions, prices, performance and consumption values, as well as technical and other information and described characteristics of the products, including images, specified in the sales documents of MK-MED AG (e.g. catalogues, online shop, brochures, advertisements, illustrative material and price lists) are only approximate guidelines. This information is non-binding and does not represent warranted characteristics. The assurance of certain product information and characteristics, as well as the suitability of a product for a specific purpose, requires a special written agreement with MK-MED AG in each case.

11. Warranty and compensation

If the delivery is defective at the time of transfer of risk, MK-MED AG shall be entitled to remedy the defect (at MK-MED AG's discretion by means of a new delivery and return of the defective delivery) or to withdraw from the contract and refund the invoice value to the purchaser (at MK-MED AG's discretion). Further warranty claims by the buyer are expressly excluded (in particular, compensation for use pursuant to Art. 208 para. 2 of the Swiss Code of Obligations). This does not apply if MK-MED AG is mandatorily liable due to intent or gross negligence or due to culpable injury to life, limb or health. Unless expressly agreed otherwise (or required by law), the warranty period is 12 months from the date of collection or readiness for dispatch. MK-MED AG shall only be liable for damages in the following cases (regardless of the legal basis and in the case of contractual and non-contractual claims):

- in the event of intent or gross negligence,
- in the event of culpable injury to life, limb or health,
- in the event of a claim by the customer arising from product liability.

Beyond this, the buyer has no claim for damages against MK-MED AG. MK-MED AG is not liable for damage caused by its auxiliary persons (in particular transporters, employees). Furthermore, MK-MED AG excludes employer liability for slight and moderate negligence. Warranty and liability are excluded in particular:

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- in the event of delayed inspection of the delivery or notification of defects by the buyer;
- in the event of only insignificant deviations from the agreed quality, e.g. if the value or usability of the delivery for normal use is only insignificantly reduced;
- in the event of impairment of the quality of the delivery as a result of incorrect or negligent handling by the buyer;
- if the material defect is due to natural wear and tear, inadequate maintenance, excessive or improper use, improper transport or harmful climatic conditions;
- if the material defect is due to unsuitable operating materials or other causes within the buyer's sphere of influence;
- in the event of improper modifications or repair work on the delivery by the buyer.

Licences, software products and digitally provided content are excluded from the right of return as soon as they have been transmitted, activated or used.

12. Applicable law and place of jurisdiction

Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). The place of jurisdiction for all disputes is Bern.

13. Final provisions

- 13.1. In the event of a conflict between the GTC and the order confirmation or the offer, the order confirmation or the offer shall take precedence over the GTC. Likewise, the order confirmation shall take precedence over the offer.
- 13.2. If the contract is concluded by several legal entities, they shall be jointly and severally liable to MK-MED AG for all obligations arising from the contractual relationship.
- 13.3. Should any provisions of the contract prove to be invalid or unenforceable, this shall not affect the validity and effectiveness of the remaining provisions of the contract. The parties shall replace the invalid or unenforceable provisions of the contract with a solution that comes as close as possible to the economic result of the invalid or unenforceable provision.
- 13.4. Additions, amendments or the cancellation of the contract must be made in writing to be valid.

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