

General Terms and Conditions of MK-MED AG

1. Scope, General

- 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 catalogs, stock and price lists, online store), offers and any contract between MK-MED AG and a customer. They shall apply to all services and deliveries which MK-MED AG renders on the basis of a contract between it and a buyer.
- 1.2. These GTC shall apply exclusively. Deviating or additional conditions, in particular general terms and conditions of purchase of the buyer, shall only apply if and to the extent they have been expressly accepted by MK-MED AG in writing. 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 GTC at any time. For contracts that were concluded before the amended GTC came into force, the previous GTC shall apply even after the amended GTC have come into force. The version valid at the time of the conclusion of the contract shall be decisive in each case.

2. Offers, quotations

- 2.1. The offers in sales documents (incl. online store) as well as the offers of MK-MED AG are always subject to change and non-binding. Price changes and the prior sale of products from stock are therefore reserved at all times. The offers of MK-MED AG are only binding if they contain a period of acceptance. The order of the buyer shall be considered as a binding offer of contract. MK-MED AG reserves the right to reject orders. Acceptance of the contractual offer may 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 order confirmation of MK-MED AG or (if not available) the offer or the delivery bill of MK-MED AG shall be exclusively authoritative for the scope of services. In the event of a contradiction between the latter two, the offer shall take precedence over the delivery bill in this context. Changes and/or additions shall require a written confirmation by MK-MED AG.
- 2.3. The electronically generated order confirmation in the online store of MK-MED AG only informs the buyer that the order has been received; it does not represent an acceptance of the contract offer.

3. Prices

All prices are quoted in Swiss francs net, excluding VAT and excluding packaging and transport costs. If the procurement of the ordered products becomes more expensive between the time of the conclusion of the contract and the actual delivery date due to demonstrably changed circumstances (in particular with regard to state/official taxes, levies, fees, customs duties, etc.), MK-MED AG shall be entitled to show this increase in price and to charge it to the purchaser.

4. Delivery times

- 4.1. Stated or agreed delivery dates or periods are indicative and subject to change. Fixed-date transactions as well as expiry date transactions within the meaning of Art. 102 para. 2 CO shall not be concluded by MK-MED AG.
- 4.2. MK-MED AG shall be entitled to make partial deliveries at any time and may invoice partial deliveries. If a delivery is not available because MK-MED AG was not supplied by its suppliers or the stock is exhausted, MK-MED AG shall be entitled to deliver goods equivalent in quality and price. If this is not possible, MK-MED AG shall be entitled to withdraw from the contract (reservation of self-supply).
- 4.3. Delays in delivery due to events of force majeure or other circumstances neither foreseeable by MK-MED AG nor for which MK-MED AG is responsible, which make delivery unreasonably difficult or impossible (e.g. operational disruptions or production faults at the supplying plant, delays in delivery by the supplying plant for other reasons, faulty delivery by the supplying plant, transport disruptions and damage, operational disruptions at MK-MED AG, official measures, etc.) shall entitle MK-MED AG either to extend the delivery period appropriately or to withdraw from the contract. All claims for damages of the purchaser resulting from a delay in delivery shall be excluded (subject to clause 9 below).
- 4.4. Loaned equipment shall be returned to MK-MED AG upon receipt within the agreed period. The costs for the return shipment shall be borne by the customer.
- 4.5. For returns or partial returns, which are made at the instigation of the customer, MK-MED AG will charge a fee of 25% of the total price of the ordered goods or the ordered item.

5. Delivery costs

For orders under CHF 350.00 excl. VAT, delivery costs of CHF 17.00 per package will be charged.

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6. Payment and retention of title

- 6.1. The invoices of MK-MED AG shall be payable within 30 days from the invoice date (expiry date), net, without any deduction. MK-MED AG reserves the right to demand advance payments. If the purchaser does not comply with the agreed payment deadline, he shall be in default without reminder and shall pay default interest of 5% p.a. for forfeited amounts. All further rights from Art. 107 ff. OR remain reserved.
- 6.2. MK-MED AG reserves the right to carry out a credit check and to make the fulfillment of the contract dependent on its result.
- 6.3. The delivery shall remain the property of MK-MED AG until full payment has been made (retention of title). The payment of due amounts may not be refused by the buyer under any circumstances (offsetting prohibition). Delays in delivery shall not entitle the buyer to stop payment of due invoices to MK-MED AG.
- 6.4. A payment shall only be deemed to have been made when MK-MED AG can freely dispose of the entire amount. Bank charges shall be borne by the respective customer.

7. Place of performance, shipping and packaging

Place of performance for sales is Raron VS. Shipping and delivery shall be at the expense and risk of the buyer. MK-MED AG shall be free to choose the appropriate mode of dispatch and packaging at the expense of the buyer. Benefit and risk shall in any case pass 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 shall inspect the delivery with all due care immediately upon receipt and notify defects within 8 days of receipt at the latest (notification of defects), otherwise the delivery shall be deemed approved. Hidden defects shall be notified by the Buyer immediately after their discovery (notice of defects), otherwise the delivery shall be deemed approved also with regard to these defects.
- 8.2. All notifications of defects must be made in writing and substantiated (in particular a precise description of the defect) and must state the time of discovery. Transport damage must be reported immediately to the carrier.

9. Product data, warranted characteristics

The weights, dimensions, prices, performance and consumption values as well as technical and other information and described properties of the products given in the sales documents of MK-MED AG (e.g., catalogs, online store, brochures, advertisements, illustrative material and price lists) provide only approximate indications. These specifications are non-binding and do not constitute warranted characteristics. The assurance of

certain product details and properties as well as the suitability of a product for a certain purpose requires in any case a special written agreement with MK-MED AG.

10. Material warranty and compensation

If the delivery shows a defect at the time of transfer of risk, MK-MED AG shall be entitled to remedy the defect (at MK-MED AG's discretion by new delivery and taking back 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 of the buyer shall be expressly excluded (in particular also the compensation for use according to Art. 208 para. 2 CO). This shall not apply if MK-MED AG is compulsorily liable due to intent or gross negligence or due to culpable injury to life, body or health. Unless expressly agreed otherwise (or provided by mandatory law), the warranty period shall be 12 months from the date of readiness for collection or dispatch. MK-MED AG shall be liable for damages exclusively in the following cases (irrespective of the legal grounds and in the case of contractual as well as 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 Purchaser based on product liability.

Beyond that, the buyer shall have no claim for damages against MK-MED AG. MK-MED AG shall not be liable for damages caused by its auxiliary persons (esp. transporters, employees). Furthermore, MK-MED AG excludes the principal's liability for slight and medium negligence. Warranty and liability are excluded in particular:

- in the event of delayed inspection of the delivery or notification of defects by the buyer;
- in case of only insignificant deviation from the agreed quality, such as, for example, if the value or the usability of the delivery for the usual use is only insignificantly reduced;
- in the event of impairment of the quality of the delivery as a result of faulty or negligent handling by the purchaser;
- 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 equipment or other causes within the purchaser's sphere of risk;
- in the event of improper modifications or repair work on the delivery by the purchaser.

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11. Applicable law and place of jurisdiction

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

12. Final provisions

- 12.1. 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.
- 12.2. If the contract is concluded by several legal entities, they shall be jointly and severally liable to MK-MED AG for all liabilities arising from the contractual relationship.
- 12.3. Should any provisions of the contract prove to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of the contract. In place of the invalid or unenforceable contractual provisions, the parties shall find a solution that comes as close as possible to the economic result of the invalid or unenforceable contractual provision.
- 12.4. Additions, amendments or the cancellation of the contract must be in writing to be valid.

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