

# General Terms and Conditions

## 1. General

1.1 The delivery conditions specified hereinafter apply for any offers and contracts of

WYMED AG  
Obstgartenweg 1  
8427 Freienstein/Schweiz

1.2 Alternative conditions of the purchaser are only valid if they are approved explicitly and in writing by WYMED AG.

1.2 Any agreements and legally relevant declarations between the parties must be in writing to be valid.

## 2. Scope of delivery and services

2.1 Our deliveries and services are described in their entirety in our order confirmation (including potential appendices and supplements).

## 3. Prices

3.1 Prices are quoted net, ex-factory, in Swiss Francs, without packaging, transport, insurance, or turnover taxes, where applicable.

## 4. Conditions of payment

4.1 The period of payment is 30 days net after the date of invoicing.

4.2 Payments are to be made at the domicile of WYMED AG without deducting early payment discounts, expenses, taxes or charges of any kind. Alternative conditions of payment must be specially agreed.

4.3 In case of delayed payment, WYMED AG reserves the right to immediately stop the scheduled deliveries and has the right to charge default interests of 6%.

## 5. Delivery period

5.1 The period of delivery starts with the acceptance of the order by WYMED AG and after complete clarification of the technical details.

5.2 The period of delivery will be adequately extended:  
if the data required for the realization of the order do not reach WYMED AG in time,  
or if the data is modified by the purchaser after placing the order;  
if periods of payment are not complied with or  
if letters of credit are opened too late;  
if obstacles appear that WYMED AG cannot avoid despite applying the necessary precaution, notwithstanding if they occur at WYMED AG, the purchaser or a third party. These obstacles are acts of God, such as epidemics, mobilization, war, riots, significant interruptions of operations, accidents, work conflicts, delayed or defective delivery of the required raw materials, semifinished or finished products, important workpieces turning into scrap, governmental measures or omissions, natural disasters.

**6. Delivery, transport, and insurance**

- 6.1 Products are carefully packaged by WYMED AG. Packaging will be charged to the purchaser at cost.
- 6.2 Special requests regarding shipping and insurance must be notified in good time. Transport takes place at the cost and risk of the purchaser.  
Complaints regarding the transport have to be made by the purchaser to the last freight carrier immediately after receiving the delivery or the freight documents.
- 6.3 Insurance for any damage is the purchaser's responsibility. Even if the insurance is taken out by WYMED AG, the cost will be borne by the purchaser.

**7. Quantity delivered**

- 7.1 Unless otherwise agreed, WYMED AG reserves the right of an overdelivery or underdelivery of 10% of the quantity ordered. Quantities are subject to unforeseeable events and the subsequent discrepancy of quantity.

**8. Inspection and approval of delivery**

- 8.1 The purchaser must inspect the delivery within a reasonable time frame after reception and must notify WYMED AG immediately of any defects in writing. If the purchaser fails to do so, the delivery and services are considered approved.

**9. Warranty and liability**

- 9.1 WYMED AG guarantees that its delivered products are free from manufacturing and material errors.
- 9.2 Guaranteed features are only those that are explicitly described in the order confirmation or in the manual as such. The warranty is valid until the expiry of the warranty period at the longest.
- 9.3 If the products are defective, the purchaser can claim a replacement delivery during the warranty period of two years after delivery or after the ready-for-shipment message or the reparation of the defects by WYMED AG.
- 9.4 If WYMED AG does not compensate for a defect within a reasonable time frame by means of replacement delivery or elimination of the defect as provided in 9.3, the purchaser can claim a reduction of the purchasing price or the cancellation of the contract.
- 9.5 The warranty expires prematurely, if the purchaser or a third party perform improper modifications or repairs or, in case of any defects, if the purchaser does not immediately take the appropriate measures to limit the damage and does not give WYMED AG the opportunity to eliminate the defect.
- 9.6 The warranty and liability of WYMED AG do not apply in case of defects that are not verifiably a result of defective materials, defective construction, poor execution, or other reasons that WYMED AG is not responsible for.
- 9.7 The purchaser does not have any rights or claims due to defects in material, construction, or execution or due to the lack of guaranteed features except for those explicitly stated in articles 9.3 and 9.4.
- 9.8 Any cases of breach of contract and the subsequent legal consequences as well as any claims of the purchaser, no matter on which legal ground they are based, are conclusively regulated in these conditions. In particular, any claims to indemnification, reduction, cancellation of the contract or resignation from the contract are excluded. Liability for secondary damages is excluded, unless compulsory product liability provisions stipulate otherwise.

**10. Tools and equipment**

- 10.1 Tools and equipment used for the execution of an order remain our possession, even if they have been charged to the customer in whole or in part.

**11. Governing law**

- 11.1 This contract is subject to Swiss law.

**12. Competent court**

12.1 Competent court is the registered office of WYMED AG.

**13. Offers and conclusion of contract**

13.1 The contract is considered as concluded, when WYMED AG, after receiving an order, confirms the acceptance of said order in writing.

13.2 Offers not containing an acceptance period are non-binding.

**14. Regulations in the country of destination**

14.1 No later than when placing the order, the purchaser must notify WYMED AG of any legal, governmental or other regulations and norms regarding the execution of the deliveries and services, the operations and the prevention of sickness and accidents.