

GTC

General Terms and Conditions

Conditions for Sales and Delivery

Date of issue

7 March 2019

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Table of contents

1 General 3

2 Order acceptance 3

3 Prices 3

4 Scope of supply 3

5 Delivery period 4

6 Shipping and transport 4

7 Verifying delivery and complaints 4

8 Warranty period 5

9 Return of goods 5

10 Limitation of liability 5

11 Payment 5

12 Medical products 6

13 Intellectual property 6

14 Export clause 6

15 Force majeure 6

16 Consent under data protection law 7

17 Applicable law and place of jurisdiction 7

1 General

- 1.1 The following General Conditions for Sales and Delivery apply for KENDA's entire business relationship with customers.
- 1.2 The customer accepts these conditions as binding when placing an order.
- 1.3 Deviating, contradictory or supplementary general terms and conditions are, even where knowledge of these exists, not part of the contract, unless their validity is expressly agreed in writing.
- 1.4 Insofar as conditions which deviate from these Conditions for Sales and Delivery are agreed in the contract in writing, the provisions of the contract shall prevail.
- 1.5 General information from KENDA on prices, products and services (size, weight and other specifications), especially in price lists, brochures, catalogues, drawings and illustrations is provided without obligation.

2 Order acceptance

- 2.1 KENDA shall accept the customer's order upon written confirmation of the order or by delivery.

3 Prices

- 3.1 All prices quoted by KENDA are net, ex works, exclusive of VAT, insurance and packaging. Costs for insurance, packaging and shipping shall be borne by the customer.

4 Scope of supply

- 4.1 Supplies and services provided by KENDA are listed definitively in the confirmation of order and in the invoice.

5 Delivery period

- 5.1 KENDA shall undertake to deliver by a certain date, and if this date is not met default may only take place after a written reminder from the customer.
- 5.2 The delivery period shall be appropriately extended as a result of circumstances which are beyond the control of KENDA, especially when information required by KENDA for fulfilment of the contract is not received in time, or if the customer subsequently changes the specifications.
- 5.3 The customer shall not be entitled to make any claim for a delay in delivery, in particular not compensation for damages. The customer is also not entitled to withdraw from the contract.

6 Shipping and transport

- 6.1 Unless otherwise agreed in writing, the selection of transport route and means of transport shall be made by KENDA at our discretion, without assuming any liability for the cheapest and fastest means of transport.
- 6.2 Objections regarding shipping or transport shall be addressed to the last carrier by the customer immediately upon receipt of the delivery or the shipping documents.

7 Verifying delivery and complaints

- 7.1 The customer must check the goods delivered immediately for any defects. Incomplete or incorrect deliveries and complaints for visible defects shall be notified to KENDA in writing no later than eight days after receipt of the goods, and latent defects and errors shall be notified immediately upon their discovery. The notification must clearly indicate the nature and extent of the alleged defect.
- 7.2 If defects and errors are not notified promptly, the delivery shall be deemed to have been accepted and the assertion of warranty claims is excluded.

8 Warranty period

- 8.1 The warranty period is twelve months. The period begins with shipment of the goods.
- 8.2 If KENDA supplies replacement goods, the warranty period starts anew for twelve months. The period begins with shipment of the replacement goods.

9 Return of goods

- 9.1 Returns of delivered goods may only take place with the prior consent of KENDA. If goods are nevertheless returned, KENDA shall be reimbursed all costs which arise as a consequence.
- 9.2 In the event of the agreed return of goods, KENDA reserves the right to charge a handling fee for costs incurred in taking back the goods.

10 Limitation of liability

- 10.1 The customer is entitled to make no further claim - apart from the rights expressly referred to in clauses 7 and 8 - due to defects in deliveries, irrespective of legal grounds, in particular no claim for loss of profit, indirect damage or pure economic loss.
- 10.2 The warranty set out at clauses 7 and 8 is furthermore limited, in the case of medical products, to the agreed materials, the design (material conception and construction), and performance.

11 Payment

- 11.1 The customer shall make his payments in the currency and within the payment period stated on the invoice.
- 11.2 The customer may not make any deductions from the amount invoiced. If KENDA has to make an additional charge due to unjustified deductions, the customer shall pay the resulting costs.
- 11.3 If the customer does not pay within the payment period in accordance with Clause 11.1, he shall be in default of payment without notice.
- 11.4 If the customer is in default of payment, KENDA is entitled to suspend all further deliveries to the customer without further notice.

12 Medical products

- 12.1 The customer confirms that he is familiar with the relevant national, European and international regulations in relation to the distribution of medical products, such as the Medical Products Law or the Guidelines on a Medical Device Vigilance System, and undertakes to comply with these.
- 12.2 In addition, the customer confirms that he is qualified and authorized to trade in, store and obtain medical products according to the applicable national, European and international regulations.
- 12.3 The customer is obliged to ensure the traceability of the products to their customers. The relevant documentation must be kept for 5 years beyond the lifetime of the medical device.
- 12.4 The Customer undertakes to notify immediately of any known product risks / malfunctions (incidents in the meaning of the guidelines for a medical device monitoring and reporting system, MEDDEV 2.12-1 in its current version).

13 Intellectual property

- 13.1 Offers and projects as well as the accompanying drawings and descriptions are the intellectual property of KENDA and may be neither reproduced nor without the consent of KENDA made accessible to third parties.

14 Export clause

- 14.1 Re-export by the customer requires the prior written consent of KENDA in every case.

15 Force majeure

- 15.1 Events of force majeure affecting KENDA or one of its suppliers entitle KENDA to suspend deliveries for the duration of the hindrance plus a reasonable resumption period or to withdraw completely or in part from the contract, according to their impact.
- 15.2 Events of force majeure are, but are not limited to: all impacts of natural disasters, such as earthquakes, lightning, frost, storm, floods; in addition war; laws; official interventions; confiscation; disruption to transport; bans on export, import and transit; international payment restrictions; non-availability of raw materials and energy; further, interruptions such as explosion, fire, strikes, sabotage; and all other events that could only be prevented at disproportionate cost and by economically unreasonable means.

16 Consent under data protection law

16.1 The customer expressly agrees that collection, processing and use of personal data provided by the customer, or which may be provided in the future, may be carried out by KENDA for marketing purposes e.g. by the creation of a customer file.

16.2 This consent may be revoked by the customer at any time with effect for the future.

17 Applicable law and place of jurisdiction

17.1 Swiss law applies exclusively. Application of the Vienna Sales Law is excluded. The place of jurisdiction is Vaduz (Principality of Liechtenstein).