

General Terms and Conditions of Business

The following Terms and Conditions of Business shall apply unless expressly stated otherwise in the agreement.

1. Prices

Our prices do not include VAT.

2. Shipping/transport/insurance

Shipping costs are charged on the following orders:

- orders under CHF 500.-
- to resellers (on orders under CHF 100.-) additional small quantities premium of CHF 25.-
- repairs
- express shipping at client request.

On partial deliveries shipping costs are only charged once. Goods are insured by Admedics against loss and damage. However, the recipient must notify the delivery firm immediately upon receipt of the goods in the event of loss or damage, including to the packaging. The content of deliveries must be checked at once. Any complaints must be submitted to Admedics in writing within eight days of receipt of the goods.

3. Payment terms

Payment terms are 30 days net. In the event of late payment Admedics shall be entitled to charge arrears interest at 1% per month.

4. Return/exchange

Returns as a result of incorrect orders by the client will result in the following charge:

- within six months of delivery: 10% of the amount invoiced, max. CHF 1'000.-
- more than six months after delivery and in the event of custom products: actual cost incurred.

Goods may only be returned or exchanged if they are new and unused and in their undamaged original packing with user instructions.

5. Guarantee

For a period of twelve months from the date of delivery Admedics guarantees that products delivered will function properly, and that all components that become damaged or unusable during this period as a result of poor construction or execution will be replaced free of charge, to the exclusion of all further claims. Components replaced shall become the property of Admedics.

For products intended for single use, the guarantee is restricted to first use. The guarantee shall not apply in the event of improper use, incorrect storage, incorrect assembly, or installation by the client or a third party, wear and tear, incorrect or negligent treatment, lack of proper maintenance or defects caused by force majeure.

The guarantee does not apply to maintenance work prescribed by law or the manufacturer. Defects shall be remedied during normal office hours in the premises of the client or of Admedics, at the discretion of Admedics.

6. Copyright/data protection

Admedics reserves ownership and copyright of drawings, technical documentation and other information without restriction; these may only be disclosed to third parties with the written consent of Admedics. Admedics draws your attention to the fact that client data received will be processed and saved for its own purposes.

7. Safety

The client is responsible for compliance with national laws, ordinances and safety regulations, especially as regards licensing, advising and training end-users, installation, operation, maintenance and traceability of items delivered and must observe these. Any change of ownership must be notified to Admedics. The client must indemnify Admedics against all claims arising from failure on its part to comply with such regulations.

8. Return and disposal

Admedics takes back devices and instruments it has supplied for proper disposal. Fees for disposal are based on current prices at the point of return and will be charged to the client.

9. Cancelled orders

If the client cancels an order through no fault of Admedics, Admedics shall be entitled to charge to the client for costs already incurred.

10. Place of jurisdiction and applicable law

The place of jurisdiction is Solothurn; Swiss law only is applicable, the Vienna Convention on Contracts for the International Sale of Goods is excluded.