



## General Terms and Conditions

General Terms and Conditions of **Wirz Ortho Mechanics**- Medical Technology and High- Precision Mechanics.

### Applicability of the GTC

The terms and conditions are based on Swiss law and are applicable within Switzerland, provided that the Parties expressly or tacitly accept them. Changes and additional agreements are only effective if confirmed in writing by Wirz Ortho Mechanics.

If a contract is concluded and the Customer also submits Terms and Conditions, those clauses which fully match shall apply. With respect to the differing clauses, a written agreement shall be made.

These terms and conditions apply on a non-limited basis unless they have been changed by the Parties in written agreement.

In all other respects, the provisions of the Swiss Code of Obligations on the contract of sale (Art. 184 et seq. of the Swiss Code of Obligations) as well as other Swiss laws and ordinances shall apply. Should any provision of this contract be or become invalid or should the contract contain a loophole, the legal validity of the remaining provisions shall not be affected thereby. In place of the invalid provisions, a valid provision shall be deemed to have been agreed from the outset which comes closest in economic terms to that intended by the parties. The same shall apply in the event of a loophole.

### Offers by Wirz Ortho Mechanics

Wirz Ortho Mechanics sells medical devices, in particular for the operating theatre and orthopedic technology, to interested parties in the medical sector and to resellers. Wirz Ortho Mechanics also manufactures various precision mechanical products.

Price lists and brochures contain non-binding information and guide prices. Information given by telephone is not valid for a longer period of time unless it is clearly a quotation.

Offers made in writing, by telephone, in a personal conversation, or by e-mail shall be deemed binding. If the customer requests deliveries, products or services not included therein, he will be invoiced additionally.

An offer is valid for 30 days, unless otherwise agreed in writing, and is generally based on the official price list. All documents and samples submitted with the quotation remain the property of Wirz Ortho Mechanics. Third parties may not be granted access to the offer documents without the consent of Wirz Ortho Mechanics.

An offer is accepted when the customer declares this in writing, by telephone, E-mail or in a personal meeting. Wirz Ortho Mechanics confirms acceptance with order confirmation and dispatch deadline in writing by E-mail.

If the customer wishes to make changes to the order confirmation, this must be reported immediately, otherwise the delivery will be dispatched.

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mod. dép. Compliant to MDR 13/485, Eudamed N°: APP000064674, EU Representative: endocon.de

## Delivery Dates

Wirz Ortho Mechanics commits to delivering the products to the Customer according to the agreed upon delivery dates specified in the confirmation of order, while the Customer commits to taking delivery of these products at the predetermined time and to effectuating payment. In the event of a payment in advance, the products will be sent no later than one week after the payment has been received.

The delivery dates are proportionately postponed when obstacles arise that are beyond the control of Wirz Ortho Mechanics, for instance natural disasters, mobilization, war, riots, epidemics, accidents and ill-health, substantial disruption of operations, labor disputes, late or faulty supply by sub-suppliers, and governmental measures.

For other delays, the Customer can:

- I. renounce any further deliveries, informing Wirz Ortho Mechanics immediately should such be his intention;
- II. request partial delivery if such is possible, and making a corresponding agreement with Wirz Ortho Mechanics immediately;
- III. set a reasonable deadline for subsequent delivery by Wirz Ortho Mechanics. In the event, that Wirz Ortho Mechanics fails to effectuate delivery within the expiration of this period of grace, the Customer may refuse acceptance of delivery or cancel the contract, provided this is advised without delay.

Wirz Ortho Mechanics must inform the Customer of any delivery delays as soon as possible. Any damages will be calculated according to Article 191 of the CO.

## Fulfilment of Contract

The confirmation of order is decisive for the scope of supply and the execution of delivery. Wirz Ortho Mechanics delivers the products in the versions ordered; machine-readable software is delivered in the version valid at the time of delivery.

Provided no particular place of fulfilment has been agreed upon by the Parties or may be naturally inferred by the type of business, delivery will be made at the headquarters of Wirz Ortho Mechanics, where the products will be made available for collection.

If not expressly agreed otherwise, use and risk are transferred from the Supplier to the Customer when the products leave the Supplier's site.

Provided no other particular acceptance procedure has been agreed, the Customer must inspect the products himself and declare possible faults or defects in writing.

Should the Customer fail to advise the Supplier of faults or defects within two weeks after delivery, then the products will be deemed without fault or defect in all functions and the delivery will be considered accepted. The Customer is then obliged to pay within the timeframe agreed.



## Price and Terms of Payment

The prices are specified in the offer. Wirz Ortho Mechanics shall bear the costs of shipping. The buyer shall bear the costs for the inspection of the goods. The customer is obliged to pay within 30 days after delivery. For deliveries exceeding CHF 30,000, half of the purchase price is to be paid upon conclusion of the contract, the remainder 30 days after delivery. Service charges are due without deduction within 30 days of the invoice date.

If securities or payments have not been provided even after expiry of a reasonable grace period, Wirz Ortho Mechanics may withdraw from the contract, even if the goods or a part thereof have already been delivered.

If the customer fails to meet the payment terms, Wirz Ortho Mechanics is entitled to claim damages.

If the customer fails to meet the payment deadlines, he shall pay interest on arrears from the date on which payment is due, without a reminder, at a rate 5% above the current discount rate of the Swiss National Bank.

If the purchase is made with advance payment, the above conditions are not applicable.

## Warranty

Wirz Ortho Mechanics commits itself to care for and to deliver the products in a good quality according to the specifications of ISO 13 485. It further commits itself to careful selection, training and professional working methods of the employees used as well as to their supervision. The warranty period is 5 years, except for consumables such as straps.

In the event of defects in the goods delivered, the customer may demand cancellation or reduction of the purchase price or replacement of goods of the same type in accordance with the Swiss Code of Obligations. The provisions of the Swiss Code of Obligations shall apply.

Excluded from the warranty are defects and malfunctions for which Wirz Ortho Mechanics is not responsible, such as natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive stress, unsuitable operating materials or extreme environmental influences.

If the customer resells the products, he is responsible for compliance with domestic and foreign export regulations. If the customer modifies the resold products, he is liable for the resulting damage to Wirz Ortho Mechanics, the purchaser or third parties. The provisions of the product liability law remain reserved. The labels applied by Wirz Ortho Mechanics may not be removed.

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## Liability

The liability of Wirz Ortho Mechanics is limited to the replacement of the defective items. Any further liability for direct or indirect damages, in particular lost profits and claims of third parties, which arise directly or indirectly from the delivered items, their use, or their defects, is rejected.

No liability is accepted for any further damage resulting from non-compliance with instructions for use or other improper handling and/or inappropriate use of a product. Every user of Wirz Ortho Mechanics products must check their suitability for their intended purpose before use. He expressly assumes all risks associated with the use of the product and bears sole responsibility for any resulting damage.

## Obligation to inform

The parties shall inform each other in good time of any special technical requirements as well as legal, official, and other regulations at the place of destination, insofar as they are of importance for the execution and use of the products. Furthermore, the parties shall inform each other in good time of any obstacles which might jeopardize the performance of the contract or lead to inappropriate solutions.

## Return

As per the pertinent Swiss Ordinance, Wirz Ortho Mechanics commits to taking back equipment and disposing of it in an environmentally friendly manner. The Customer bears the costs for transportation and disposal.

## Final provisions

The place of jurisdiction is the headquarters of Wirz Ortho Mechanics. Wirz Ortho Mechanics may, however, also call on the court of law at the headquarters of the Customer.

The Parties shall undertake to attempt to resolve disputes arising from the implementation of this contract in an amicable manner.

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