

General Sales Conditions of
West Medica Produktions-- und Handels-- GmbH
Brown-Boveri Straße 6, B17-1,2351 Wiener Neudorf, Austria
(hereinafter referred to as "WEST MEDICA")
January 2020

1. General Provisions

The following General Sales Conditions shall be applicable to all agreements, offers and deliveries entered into or made by WEST MEDICA. In order to become effective, any deviating terms of the customer (business partner) must be explicitly approved by WEST MEDICA.

Should the customer be provided with any testing services or training within the scope of his business relationship with WEST MEDICA, in addition to the General Sales Conditions the special terms for testing services or training and meetings shall be applicable.

2. Offers

Any offer made by WEST MEDICA shall be non-binding. All prices shall be net prices ex works or ex WEST MEDICA's warehouse in Vienna (Incoterms 2020), as the case may be, and shall be exclusive of any other costs. Should any charges, taxes or other levies be incurred in connection with the delivery, these shall be borne by the customer. Registration and certification procedures, as well as related expenses in the country of final destination, are on responsibility of a customer

3. Delivery

3.1. WEST MEDICA shall use its best efforts to comply with but does not warrant any delivery dates. Delivery shall be made at the expense and risk of the customer.

3.2. Goods of proper quality delivered to the customer doesn't subject to return and refund, unless otherwise agreed in advance in writing.

4. Reservation of Title/ownership

The customer shall not acquire ownership of any product from WEST MEDICA until the invoice amount has been fully paid.

5. Warranty / Guarantee / Damages

5.1 The warranty and guarantee period shall be 12 months, if not explicitly agreed otherwise in writing. See our Warranty conditions.

5.2 WEST MEDICA shall in the event of warranty/guarantee, at its own discretion, effect a reparation or replacement of the product, a price reduction or dissolve the contract. Warranty and guarantee shall not include any parts subject to wear or expendable items.

5.3 Any claims for warranty or guarantee shall be excluded if the customer himself or a third party modified, repaired or maintained the products delivered or modified the technical specifications thereof or otherwise intervened. The same shall apply if unsuitable data media is being used or if notice of the defect is not given immediately.

5.4 Upon fulfilment of the statutory requirements, WEST MEDICA shall be liable for any direct personal injuries or damage to property up to an amount of Euro 50.000 per claim unless the applicable compulsory law provides for a higher amount. WEST MEDICA shall not be liable for any kind of indirect damage or consequential damage. In no event shall WEST MEDICA be liable for any damage caused by slight negligence.

6. Copyrights

The intellectual property rights in all devices, programs and services, and in all related copyrights, patent rights, trademark rights or proprietary rights shall be due to WEST MEDICA and shall remain in its exclusive ownership.

7. Clinical applications modules/Platforms/Interface

7.1 WEST MEDICA

shall grant to the customer a non-exclusive and non-transferable right to use any interface/Clinical application product for which the customer acquires a license from WEST MEDICA. If the customer leaves a device to a third party, use of the corresponding software is allowed.

7.2 The customer shall not assign, transfer, pledge or lease any licensing right granted to the customer by WEST MEDICA or otherwise pass it on, leave it to a third party or share it with them7.3 With the exception of a backup copy, any duplication of the product, the documentation or any part thereof shall require the prior written consent of WEST MEDICA.

7.4 The customer may not modify, transmit (neither electronically nor by any other means), translate, disassemble, decompile or otherwise modify the software product by reverse engineering unless WEST MEDICA has given its prior written consent

8. Repair

If a device is being sent to WEST MEDICA for repair, all work must be performed in the plants or certified repair centers of WEST MEDICA. The customer shall be obliged to duly dispatch the device at his own expense together with a repair order. Upon completion of the service, WEST MEDICA shall send back the device CIP (Incoterms 2020). WEST MEDICA shall take over transportation costs for device under warranty, but shall not assume any liability for any loss of or damage to goods in transit.

9. Payment Terms and Delay in Payment

9.1 The customer shall transfer the entire invoice amount to a bank account determined by WEST MEDICA in advance. When for exceptional reason and with a written special agreement others payment terms are agreed, a maximum of 15.000 Eur credit limit for open orders is valid.

9.2 Should the customer be in default with payment, he shall compensate WEST MEDICA for all expenses incurred.

10. Confidentiality

The customer and WEST MEDICA shall treat all information received from the respective other party in connection with their business relationship and its transaction confidential and shall not disclose such information to any third party. However, WEST MEDICA is entitled to use customer's data for any marketing purposes, e.g. reference.

11. Final Provisions

11.1 No supplementary agreements have been made.

11.2 In order to avoid misunderstandings, any changes of and amendments to agreements must be made in writing in order to be effective. This shall also apply to any agreed waiver of the written form requirement.

11.3 Should one or several provisions of these General Sales Conditions or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. WEST MEDICA and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision