



General Terms and Conditions of Doetsch Grether AG and Vita HealthCare AG

1. Scope

These General Terms and Conditions (hereinafter referred to as "GTC") apply to all business relationships between **Doetsch Grether AG / Vita HealthCare AG** (hereinafter referred to as "DGAG") and its **Customers** (hereinafter referred to as "Customer"). Any of the Customer's terms and conditions that differ from these GTC shall not apply unless DGAG has expressly agreed to them in writing.

Should any provision of these GTC prove to be wholly or partially invalid, the parties to the contract shall replace this provision with a new agreement that most closely approximates its legal and economic purpose.

DGAG is entitled to amend the GTC at any time.

2. Conclusion of Contract

The contract shall be concluded by the **written transmission of an order from the Customer to DGAG**. By concluding a contract, the Customer accepts these GTC. The Customer's terms and conditions, of whatever kind, which are in conflict with these GTC, shall not be applicable to their full extent.

Any deviations from the Customer's order shall become subject matter of the contract unless the customer objects to them in writing within seven working days of receipt of the goods.

3. Prices and Payment Terms

All prices are in Swiss francs and **excluding** statutory **value added tax**, unless otherwise stated.

Prices and specifications stated in price lists, brochures, internet offers or similar are non-binding.

Our invoices shall be due for payment within **30 calendar days** of the **invoice date**. The Customer shall not be entitled to set off counterclaims against claims of DGAG without the written consent of DGAG.

In the event of **late payment**, DGAG shall be entitled to demand late payment interest in the amount of 5 % above the respective base interest rate.

The current overview about **surcharges** and **minimum order values** can be requested from DGAG at any time.

If the basis of the **price calculation** applied by DGAG **changes due to** unforeseeable circumstances (in particular currency fluctuations and supplier prices) between the conclusion of the contract and delivery, DGAG is entitled to adjust the prices accordingly and will inform the Customers accordingly[



4. Delivery and Shipping

The products delivered remain the **property of** DGAG until full payment has been made. DGAG is entitled to have its reservation of title entered in the relevant reservation of title register at the expense of the Customer.

The **delivery shall** be made to the address provided by the Customer. The delivery date specified in the order shall apply. DGAG shall make the best effort to comply with delivery times, however cannot be guaranteed. Delayed delivery shall not entitle the Customer to withdraw from the contract, nor to compensation or other benefits.

If DGAG is unable to make delivery or to make delivery on time due to events for which DGAG is not responsible, DGAG shall be entitled to withdraw from the contract in whole or in part. In this case, DGAG also reserves the right to make partial deliveries.

Benefit and risk shall pass to the Customer upon arrival of the delivery at the agreed place of delivery (on the order). If the shipment is delayed at the request of the Customer or for other reasons for which DGAG is not responsible, the risk shall pass to the Customer on the originally scheduled delivery date.

Logistics costs (e.g. shipping, transportation, storage) that have not been explicitly agreed in writing cannot be charged to DGAG.

In the event of **collection** of the goods / delivery **by the Customer from the ramp** (Planzer or Jogamed), the goods must be collected no later than 5 working days after the confirmed collection date. Otherwise, the warehousing costs will be charged to the Customer.

5. Warranty and Liability, Complaints

The products offered leave DGAG in perfect condition and can **neither be returned nor exchanged**. The only exceptions to this are goods that are delivered incorrectly or do not reach the Customer in perfect condition. In these cases, the Customer must submit a written complaint to DGAG regarding the **defects within 7 calendar days** after receipt of the goods. Any return shipment is consequently organized by DGAG. If replacement is possible, the Customer shall receive a replacement delivery, otherwise a refund. If no notification is received within 7 calendar days, the products shall be deemed to have been accepted without reservation.

DGAG **is liable** only for losses incurred by the Customer as a result of intentional or grossly negligent conduct on the part of DGAG. Any further liability is excluded.

6. Data Protection

DGAG collects and processes Customer data in accordance with the statutory provisions. Further information can be found in the DGAG data protection declaration.



7. Final Provisions

Swiss law shall apply. The application of the conflict of laws rules and international treaties such as the UN Sales Convention are excluded. The exclusive place of jurisdiction is Basel.

Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

Doetsch Grether AG, Vita HealthCare AG, Sternengasse 17, CH-4051 Basel
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