

GSC Medical, a Subdivision of GSC Consulting and Management AG
General Terms and Conditions of Sale and Purchase 2021

1. Contractual Basis

1.1. These Terms and Conditions apply to all the offers and agreements of sale, delivery, installation and service, in which GSC Medical, a subdivision of GSC Consulting and Management AG (hereinafter referred to as GSC Medical) Ringstrasse 14, 7000 Chur, Switzerland, acts as a seller or potential seller of medical equipment and accessories and/or a service provider.

1.2. The application of the General Terms and Conditions of the Customer is excluded.

1.3 Deviations from these General Terms and Conditions are only effective if the parties have agreed in writing to such deviations. The Customer may not derive any rights from the eventually agreed deviations with regard to future agreements.

1.4 These Terms and Conditions also apply to amended and supplementary agreements as well as follow-up agreements.

2. Offer, Order, Contract

2.1 Offers of GSC Medical are always non-binding, in particular with regard to force majeure such as business interruption, strike, war, etc.

2.2 Our offers have, unless otherwise specified in writing, the validity of 10 (ten) days. Goods generally subject to prior sale.

2.3 The photos provided in description of products may be sample photos used for illustrative purposes. While imaging equipment, especially used one, items shown on the pictures are not always those that are supplied; the descriptions of the equipment and parts provided in offers apply.

2.4 Offers of GSC Medical may refer to a used basic device as well as an improved basic device (enhancement, upgrade). GSC Medical reserves the right to deliver devices as minimum corresponding to the described technical data or improved medical devices.

2.5 Placing of order by the Customer in writing (letter, e-mail or fax) as well as signing by the Customer of our commercial offers as accepted constitutes an application for conclusion of a purchase contract / agreement if needed.

2.6 If the Customer places an order, the agreement stands for effectively made (concluded) only after the Customer receives an explicit written response or proforma invoice from GSC Medical.

2.7 The version of the General Terms and Conditions valid at the time of the contract's conclusion shall apply to all the related offers, deliveries and services.

2.8 The contract language is by default German. On the Customer's request GSC Medical can provide the contract in English or its bilingual version (German-English or German-Russian). In bilingual contracts German version prevails. The law of Switzerland shall apply.

3. Payment

3.1 The ordered goods are always delivered against prepayment, unless otherwise agreed by the parties. The same applies to any agreed decommissioning, installations, packaging, transport, etc.

3.2 All the invoices issued by GSC Medical shall be paid within the set deadlines, in the indicated currency, and according to the specified payment method.

3.3 With payment or partial payment of the invoice received from GSC Medical, the Customer accepts these Terms and Conditions.

3.4 The Customer is not entitled to any set-off or service refusal.

3.5 If the payment period is exceeded, the Customer will be in default and the statutory interest on the outstanding amounts will be billed to the Customer. In such event, GSC Medical may suspend or cancel the respective offer or, at its sole discretion, terminate the agreed services.

3.6 The Customer can object to the received invoice only within the indicated payment period.

3.7 Down payment/partial payment does not entitle to pick up the goods. Partial collections are generally not allowed, unless the parties have made a correspondent written agreement.

3.8 In case of late or incomplete down payment, a prior sale may take place, which may lead to an extension of the delivery time for the ordered goods.

4. Retention of Title

4.1 Goods remain the property of GSC Medical (reserved goods) until complete fulfilment of all the contractual obligations by the Customer. The Customer may not dispose of the goods till then.

4.2 Pledging or security transfer before this date is not permitted.

5. Delivery

5.1 All the contract and delivery clauses shall be interpreted in accordance with the Incoterms valid on the date of entry into the contract. The agreed Incoterms are indicated in the invoice and form an integral part of the agreement between the parties.

5.2 Collection of goods is generally ex works warehouse of GSC Medical, excluding insurance and packaging. Unless otherwise agreed, packaging is at GSC Medical's discretion. Domestic parcels are shipped by a parcel service.

5.3 The delivery of small appliances, subject to their availability in stock, usually takes place in the week following the receipt of the payment, unless the parties have agreed to a different delivery time.

5.4 GSC Medical generally provides the ordered goods for collection/dispatch, subject to the agreed INCOTERMS, within 21 days:

- after the Customer has made the agreed payments,
- after GSC Medical has received the ordered equipment from its eventual supplier.

In case any additional work on the equipment is required (inspection, assembly and installation, refilling of gases, etc.), the above mentioned availability period may be extended, and the Customer will timely receive a written notification from GSC Medical regarding this.

5.5 Should the device ordered by the Customer not be available within desired delivery period, GSC Medical will offer a qualitatively same or better device as an alternative.

If the Customer does not object to the alternative offer within the common validity period of 10 (ten) days, the offered device is considered equivalent and accepted due to its technical description.

5.6 If GSC Medical is unable to provide for collection/dispatch of the ordered goods within 3 (three) months following the availability period, the Customer is entitled to withdraw from the contract on expiry of these 3 months. In this case, GSC Medical also has the right to withdraw from the contract in whole or in part. 5.7 If the Customer has not picked up the equipment within two weeks following the availability period, the Customer is obliged to compensate GSC Medical for all the costs incurred and still arising in connection with the storage of the device (storage rent, possible maintenance work, etc.). If the Customer has not picked up the device within 3 (three) months after the end of the availability period (5.4), all the payments made by the Customer are considered non-refundable and lost for him, and GSC Medical is entitled to sell the device to another party.

5.8 GSC Medical may withhold the equipment as security for payment of storage, maintenance or other costs incurred.

5.9 The goods remain the property of GSC Medical until they are fully paid.

5.10 Should a deal fail due to the fact that the Customer has not fulfilled his obligations as agreed, fully or in part, in particular with regard to:

- timely and complete payment
- on-time provision of transport
- timely provision of import licenses and other paperwork required for importation
- timely planning and equipping of the respective rooms

GSC Medical is entitled to compensation up to 30% (thirty percent) of the selling price.

In addition, GSC Medical reserves the right to charge all the expenses, such as travel expenses and other costs associated with the preparation and sale of the equipment, at an hourly rate.

6. Transfer of Risk

6.1 The risk is transferred to the Customer as soon as the consignment has been handed over to the transport company or has left the GSC Medical's warehouse for shipment. When delivery is carried out by a forwarding company, it takes place up to curb. For deliveries beyond this the extra costs may occur and be charged to the Customer.

6.2 If any carrying aid/devices are needed on delivery, the Customer has to organize such assistance in beforehand or these costs may be charged to him extra.

7. Transport Damage

7.1 The consignment/delivery shall be checked by the Customer/recipient for damage immediately upon receipt.

7.2 Any obvious damage in transit shall be immediately reported to the carrier upon receipt of the goods by the Customer. As a proof, the photos shall be taken and made available to GSC Medical so that we can contact the insurer regarding the insurance made for the transport.

8. Warranties, Functional Guarantee

8.1 Unless otherwise specified, the statutory claims for defects shall apply: for new equipment - one year, for used equipment the warranty is excluded, unless otherwise agreed in writing by the parties. The provided manufacturer's warranties are based on the warranty conditions specified by the manufacturer and printed in the product description. If claims result out of this, they shall be asserted against the manufacturer. Legal consumer rights are not restricted by the given guarantee commitments.

8.2 GSC Medical grants a functional guarantee for all the used goods offered. This means that prior to the shipment the relevant equipment has been inspected for all mechanical and technical functions by a technician approved for this equipment. Any defects found have been expertly eliminated, parts brought to a mint condition or replaced.

8.3 In case of a used device, all the documents such as service data, existing control data, error logs, repair reports, general updates, parts renewal protocols and other documents received from the previous operator and available to GSC Medical will also be available to the Customer. However, the Customer is not entitled to assert any claims against GSC Medical if such documents will not be included.

8.4 GSC Medical points out that some provided data, descriptions and images may be based on the information received from the third parties, and therefore such properties cannot be completely guaranteed. We reserve the right of errors and printing errors.

8.5 The functional guarantee is only valid on the condition that GSC Medical is instructed by the Customer to provide the product with a product-specific packaging for safe transport prior to shipment and to carry out the shipment with a transport company known to GSC Medical.

8.6 GSC Medical guarantees the supply of spare parts for the sold devices, for a period of at least 5 to 10 years, after commissioning of the device. These can be new parts, as well as used parts. The charges are for the account of the Customer.

8.7 The Customer receives a service contact from GSC Medical, where he can be advised by phone or by e-mail. On our part, this is a free and non-binding service that is valid until the device is put into operation. On concluding a service contract, our service department will be available to the Customer during the regular working hours or through the hotline.

9. Exchange and Return of Goods

9.1 In case of justified defects in new goods, the Customer has a 7-day right of exchange. In case of incorrect ordering by the Customer, we reserve the right to withhold an exchange fee of up to 30% of the goods' value. Used goods are excluded from exchange. In case of a justified complaint, we reserve the right to repair, supplement or adequately replace the used goods.

9.2 The return of the delivered goods is generally excluded. In exceptional cases, it is possible only with the GSC's express written consent within 2 weeks after receipt of the goods. There are certain categories of goods such as but not limited to ultrasound probes or x-ray tubes, etc., for which any return is excluded.

9.3 The return of the goods under complaint shall be at the expense of the Customer and shall also be insured by him. The goods shall be returned complete and undamaged. For new goods, these must be in original packaging, without any foreign markings. The delivery note number or invoice number shall be indicated for the return. The provided seal must be undamaged.

9.4 In the event of incorrect ordering/order errors by/of the Customer, any rescission/cancellation of the contract is excluded. GSC Medical or its supplier is not obliged to submit any exchange offer to the Customer. If an exchange is offered however, the Customer is obliged to accept the exchanged delivery or exchange of the delivered system/product and to pay the surcharge for the exchanges system/product and the costs of GSC Medical for the respective search and procurement effort.

10. Prices

10.1 All prices are net in Euro (€). Unless otherwise stated in the product and service description, the applicable VAT is not included. The respective packaging/shipping/transport costs are not included and shall be additionally added to the purchase price, unless otherwise indicated.

10.2 We reserve the right to undertake price corrections, changes in the packaging units and the product version during the year.

11. Data Privacy Protection

11.1 Personal data will be collected, processed and stored by GSC Medical only to the extent permitted by law. The disclosure of the Customer's data to third parties will only take place if GSC Medical is legally obliged to do so.

11.2 For sending company's newsletters we will first obtain your consent.

12. Liability

12.1 GSC Medical is not liable for damages of any kind, indirect or consequential damages, especially not for:

- lost profit
- loss of savings and losses incurred due to business discontinuance.

12.2 GSC Consulting and Management AG disposes of a relevant liability insurance for persons and property damage, which could occur in connection with the execution of the order.

Any claims resulting from GSC Medical's liability are limited to the sums covered by the insurance.

12.3 If for any reason the aforementioned insurance cannot be used, the liability of GSC Medical is limited to a maximum amount equivalent to the sum of the paid purchase price.

13. Jurisdiction / Applicable Law

13.1 Place of performance for delivery and payment as well as place of jurisdiction is the registered office of GSC Consulting and Management AG in Chur / Switzerland.

13.2 The contractual relationship and disputes are exclusively subject to these General Terms and Conditions and unless otherwise stated herein, to the Swiss Code of Obligations, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (= CISG; "Wiener Kaufrecht").

14. Special Agreements

14.1 Special agreements and supplementary agreements require our written confirmation.

14.2 The right of ownership regarding all the documents and publications including these Provisions remains with GSC Consulting and Management AG. We reserve the right to reclaim them. Abusive use or forwarding to competing companies or other unauthorized persons, as well as reprinting - including excerpts - is expressly prohibited.