



GENERAL TERMS AND CONDITIONS

ORTHOPAEDIC PRODUCTS AND RELATED EQUIPMENT

Version: 001

Date: 23.09.2020

Author: PLO

Release: DIRG

Art. 1 Scope of application

These general terms and conditions (hereafter the "GTC") apply automatically and exclusively to all contractual relations concluded between the alfaset Foundation, situated at Rue des Terreaux 48, 2300 La Chaux-de-Fonds, and its clients. They are considered as accepted by the client when ordering.

Art. 2 Modifications

The alfaset Foundation reserves the right to change or modify these GTC at any time. In the event of any change, the GTC in force on the day of the order shall be applied to each order.

Art. 3 Offers

Offers made by the alfaset Foundation are not binding. Their validity is three months. They are made subject to changes in price, ranges or technical modifications. They must not be brought to the attention of third parties.

Art. 4 Orders

To place an order, the client must be 18 or over and capable of sound judgement. The client warrants that all information he passes on to the alfaset Foundation is true. The alfaset Foundation reserves the right to refuse an order without indicating the reasons for this. The contract shall be regarded as executed from acceptance by the alfaset Foundation of the client order. An order confirmation is sent to the client who must immediately check the details as this determines the scope and completion of the order.

Art. 5 Order modification or cancellation

Requests to cancel or modify orders in the process of being completed are only taken into consideration with the consent of the alfaset Foundation. In the event of modified quantities, dimensions or raw materials, the client shall assume the material and tool costs incurred as well as the production costs of the parts started or completed. If the order is cancelled, the client assumes all resulting costs.

Art. 6 Plans, models and tool costs

If the nature of the subject matter ordered requires a plan or a description, this must be enclosed with the order with its reference number and completion date. The alfaset Foundation makes no pledge as to the result of the completion of an

Alfaset Foundation, rue des Terreaux 48, 2300 La Chaux de Fonds
Email: info@alfaset.ch

order made solely on the basis of a model. Costs of tools and their modifications are borne by the client. Tools remain the property of the client. If the order is not renewed in 12 months, the tools shall be automatically returned to the client.

Art. 7 Developments and intellectual property

Developments, samples, drawings and prototypes that the alfaset Foundation makes remain its property and must not be given to third parties without its agreement. The completion of orders according to models, drawings and/or plans made by the client does not incur any responsibility of the alfaset Foundation regarding intellectual property.

Art. 8 Prices

The prices featuring on the order confirmation are valid, excepting any obvious writing, printing or calculation errors. They are given in US dollars (USD) with the exception of clients based in Switzerland for whom they are given in Swiss francs (CHF) and are net, without any discount or deduction of any kind. In accordance with the legal provisions, value added tax (VAT) is calculated separately on the invoice for clients based in Switzerland; exported products are not subject to Swiss VAT. Packaging costs, potential taxes, insurance and transport costs are invoiced in addition and are borne by the client.

Art. 9 Customs duties and import VAT

The alfaset Foundation has no influence over the collection of potential customs duties and VAT from the client on importing the product into a foreign country. If the client has any question on this subject, the Foundation refers him directly to the competent customs office.

Art. 10 Payment

Our invoices are payable in advance (before delivery) without a discount.

Payment is possible by bank transfer.

Art. 11 Discount on turnover

From an annual turnover of USD 100,000 or CHF 100,000 achieved on the list price, the client can in principle benefit from a 5% discount on the amount exceeding USD 100,000 or



GENERAL TERMS AND CONDITIONS

ORTHOPAEDIC PRODUCTS AND RELATED EQUIPMENT

Version: 001

Date: 23.09.2020

Author: PLO

Release: DIRG

CHF 100,000 to deduct from orders of the following calendar year. No discount shall be made by any other means than through a credit note.

Art. 12 Delivery

The delivery lead time indicated in the offer or order confirmation starts from receipt of payment, and is for information purposes only. Henceforth, a delivery delay cannot be the subject of any claim by the client. Delivery is made on an ex-works basis and at the cost of the client who assumes all resulting risks.

Art. 13 Transfer of risks and profits

The profits and risks are borne by the client when deliveries leave the factory of the alfaset Foundation at the latest (FCA, La Chaux-de-Fonds, Switzerland, incoterms 2020) irrespective of the fact that shipping may be carried out, organised or supervised by the client or the alfaset Foundation.

Art. 14 Storage conditions and costs

Storage, insurance and potential premises rental costs are defined contractually upon ordering.

Art. 15 Warranty

The warranty for defects on products sold by the alfaset Foundation is 24 months from the shipment date of the product, provided that they have been stored, installed and maintained in accordance with standard practices, standards in force and the specifications featuring in Rehab'Impulse catalogues and instructions. The alfaset Foundation undertakes, at its choice and at its cost, either to replace the faulty products or repair them. For this, the products must be returned with their original packaging. No warranty is offered in the event of non-compliant use, inappropriate maintenance or care by the client or a third party and in the event of inappropriate storage. The repair of a faulty product is however supplementary and limited to the amount of the order. Any compensation for commercial prejudices is excluded.

Art. 16 Responsibility

The alfaset Foundation excludes all responsibility in the event of loss or damage caused to the products during delivery. It cannot be held responsible for the non-performance of the

Alfaset Foundation, rue des Terreaux 48, 2300 La Chaux de Fonds
Email: info@alfaset.ch

contract in the event of a product being out of stock or unavailable and in the event of force majeure. Non-compliance with a delivery lead time can on no account give rise to damages or the withholding or cancellation of the order.

Art. 17 Return and exchange

Except for cases involving warranties, products are neither taken back nor exchanged.

Art. 18 Complaints

Complaints of any kind must be sent in writing to the alfaset Foundation, rue des Terreaux 48, 2300 La Chaux-de-Fonds in the 20 days following receipt of the goods. Failing this, they shall not be taken into account and the delivery presumed to have been accepted.

Art. 19 Data protection

The alfaset Foundation undertakes to process the personal data of its clients in accordance with legal provisions regarding data protection.

You are entitled to know the data contained about you. If you wish to do so, please contact us.

Art. 20 Governing law and place of jurisdiction

These GTC are subject to Swiss law. The place of jurisdiction is at the head office of the alfaset Foundation at La Chaux-de-Fonds.

Art. 21 Coming into force

These GTC come into force on the 23rd September 2020.