

# TERMS AND CONDITIONS

## General Terms and Conditions of METASYS Medizintechnik GmbH, Florianistraße 3, A-6063 Rum bei Innsbruck

### General

METASYS delivers exclusively on the basis of the present terms and conditions, insofar as contractual partners have not struck a deviating agreement in writing.

### Validity of quotations

METASYS is bound to its quotations for one month from the date of issue.

### Price fixing and discounts

All quoted prices are understood excluding value-added tax. The prices are understood freight forward per delivery, ex factory Rum bei Innsbruck (EXW, ex works according to Incoterms 2000), packaged, unsecured and duty unpaid. A minimum order amount of € 150.00 (gross value of goods) applies. There is no right of withdrawal for orders. Should METASYS consent to the return of goods for which there is no legal claim on a case-by-case basis, then the value of the goods will be credited to the buyer for subsequent purchases from the range of products of METASYS minus a processing fee of 5% of the purchase price paid (at least € 10,00). The credit value expires after two years.

### Payment terms

Invoices are payable according to agreed conditions. METASYS reserves the right to only deliver against payment in advance or by cash on delivery. For orders that are cancelled less than two weeks before the confirmed shipment date at METASYS, a fee of 20 % of the net order total is charged.

### Retention of title

All delivered products remain the property of METASYS until payment is made in full (retention of title). A sale of goods before payment in full is not permitted. However, if a sale should take place, the claim for payment of the METASYS customer towards its own customer takes the place of the delivered product (extended retention of title). The retention of title persists for all delivered goods as long as METASYS has an open claim, regardless of whether it originates from earlier or later deliveries.

### Guarantee and warranty

METASYS extend a warranty of 12-36 months for specific products (duration of guarantee is product-dependent according to the information in the applicable price list).

The guarantee comprises all material faults that more than negligibly influence the function of the device. Excluded from the guarantee are damages that arise through incorrect or improper handling as well as normal wear. Furthermore, the guarantee does not apply to the replacement of the amalgam collection container or to fragile parts such as glass, plastic, hoses, filters, condensate filters or membranes. Any incurred working and travel times are not covered by the warranty.

In order to determine the validity of the guarantee, the installation proof accompanying the device must be sent to METASYS immediately after proper assembly has taken place. In this case the guarantee period begins with commissioning. In case of installation without notification of assembly to METASYS, any warranty claim is forfeited. Installation and return of installation proof must be completed within 24 months after date of sale from METASYS.

Furthermore, any warranty claims of the customer expire if only one of the following circumstances arises, regardless of whether the circumstances arise for the customer of METASYS or a later owner or operator:

- Improper installation, operation, maintenance or transport of the device. If it is required to return a METASYS item, the original METASYS packaging must be used for shipping. Prior to packaging and shipping, the METASYS device must be cleaned and disinfected. Any openings where residual fluids could leak must be closed.
- Installation and return of installation proof has not been completed in the aforementioned 24 months.
- Non-delivery of the Installation Proof to METASYS.
- Installation and use of non-original METASYS parts.
- Installation of the device by personnel who are neither trained nor authorised by METASYS.
- Occurrence of damages through improper handling, operation or use of unapproved cleaning material as well as infraction of the guidelines of the operating instructions.
- Execution of repairs by unauthorised repair shops or unauthorised personnel.
- Non-adherence to the prescribed maintenance intervals. Maintenance must be carried out 11-12 / 23-24 / 35-36 months after installation of the respective METASYS item.
- Missing entries in the Equipment Logbook in regard to the installation and prescribed service by technicians trained by METASYS.
- Omission of reasonable immediate measures for the avoidance of further damages on emergence of a fault.
- Delivery of devices or components to METASYS without proper accompanying paperwork (see guarantee handling), in particular without fault description or invoice for the purchase of the device.
- Failure to provide visual images (photos, video clips ...) of the METASYS item complained about, as well as of its installation situation and ambient conditions.

METASYS reserves the right to demand the documentation supplied with the device for the review of maintenance intervals for the assertion of warranty claims. The handling of warranty claims takes place exclusively according to the following method:

In case of faults, the equipment is to be opened by authorised technicians, the relevant component is to be taken and sent unopened and cleaned to METASYS. The customer of METASYS sends the rejected device or component to METASYS at their own expense. METASYS checks whether a warranty case exists. METASYS repairs the device or component insofar as it is cost-effective. The customer is charged for the costs incurred for the repair, however not for the replacement parts covered by the guarantee. The consignment of the device or component to METASYS always represents a repair order for METASYS. For cost estimates for the repair of returned devices, a processing fee of € 69,00 is charged if the warranty period has expired or no warranty case exists. For products inspections only without any cost estimates a processing fee of € ,00 can be charged. When sending the device or component to METASYS, an error description with all importation information about the device must always be included. The customer of METASYS may only provide payment in advance after consultation with METASYS (deposit). Only the relevant component is to be sent (smallest possible unit). Insofar as contaminated, sound parts are sent to METASYS without technical necessity, METASYS is entitled to destroy them without separate payment. The new part corresponding to the part to be destroyed is only delivered after a separate order and invoice. In any case, METASYS has the right to handle the guarantee through credit advance or the return of new parts without conducting repairs. Performances pursuant to a guarantee do not bring about an extension of the warranty period or the start of a new warranty period. The warranty period for installed replacement parts ends with any device delivered for the original. The customer of METASYS is obligated to make its customers aware of the conditions regarding the guarantee handling. The statutory warranty rights of the customer remain unaffected thereof.

### Jurisdiction and applicable law

The Innsbruck District Court applies exclusively as the agreed court of jurisdiction.

The processing of deliveries and services takes place exclusively on the basis of Austrian law, whose application also applies as agreed for supplies and services outside of Austria.