



GENERAL SALES CONDITIONS

Validity

These general conditions apply to all cases unless otherwise agreed by both parties.

Prices

All prices are in Swiss francs (CHF), excluding VAT, and FCA-Sion, Switzerland.

We maintain the right to modify prices and documents without notice. Only the prices mentioned in the order confirmation are guaranteed.

Pre-orders

It is possible to make pre-orders to secure the supply of products that will be delivered later. In such case a down payment of 1/3 (one third) of the order value is required to be paid to Studer Innotec at pre-order confirmation.

Payment conditions

- 30 days net from date of invoice, for a delivery in Switzerland
- before delivery, against pro-forma invoice, for an export

As a rule, Studer Innotec SA (hereafter Studer Innotec) maintains the right to demand a payment in advance in case of non-respect of payment duty in the past, or of any doubt about the customer's solvency.

Claim

Any claim will be taken into consideration if raised within eight days following the reception of goods. The lack of claim during this period implies acceptance of the delivery. In case of a justified claim, Studer Innotec has the choice of the means to satisfy the customer and is liable, at most, for the reimbursement of defective material. Any claim from a customer for damages or the contract termination is excluded.

Return of the goods

The goods delivered cannot be sent back to Studer Innotec unless written agreement was given, and within eight days following the date of goods reception by the customer.

Delivery times

If no specific delivery time is required, delivery will occur given production capacity at the time of order. The delivery time agreed upon is applicable unless unpredictable obstacles arise. Studer Innotec liability shall not be involved in the case of force majeure or of events independent from its will.

The delivery time runs from the date of the reception of the order confirmation. In case of delay, the customer has no right to claim for damages of any kind.

Retention of ownership

The goods delivered remain the property of Studer Innotec until full payment is received.

Dispatch and risk transfer

The risks are transferred to the buyer at the latest at ex-works delivery of the goods. The claims related to deteriorations or loss of goods during transport must be communicated by the customer itself, at goods reception, directly to the forwarder. Any product damaged during its transport must be duly declared to the forwarder and refused by the customer.



The buyer undertakes to only export goods sold by Studer Innotec in accordance with the applicable national and international laws, and to obtain the necessary licenses and authorizations.

Studer Innotec declines all responsibility and obligations that may result from non-compliance with these regulations or the failure to obtain the necessary authorizations. The buyer indemnifies Studer Innotec of any damage, cost, or liability that the latter could bear in this case.

Service and warranty

Service is provided by any distributor of Studer Innotec to its customers. The warranty is administered by Studer Innotec or by one of its Qualified Service Partners (QSP). The warranty terms are those as specified in the Studer Innotec Limited Factory Warranty (see back page) at the date of shipment from Studer Innotec.

Any action or intervention on a Studer Innotec product outside the frame mentioned above, and unless formal agreement from us, will lead to the loss of the warranty.

Exclusion of any other liability

All claims of the customer are excluded, other than the ones already mentioned, for damages for loss of orders, loss of income, production stop, loss of use, as well as any other direct or indirect loss.

Restrictions on use for life support

As a general policy, Studer Innotec prohibits the use of any of its products in life support applications where failure or malfunction of the Studer Innotec product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Studer Innotec does not recommend the use of any of its products in direct patient care. Studer Innotec will not knowingly sell its products for use in such applications unless it receives written assurance, satisfactory to Studer Innotec, that the risks of injury or damage have been minimized. The customer assumes all such risks, and the liability of Studer Innotec is adequately protected under the circumstances.

Applicable law

Swiss law is exclusively applicable, and the jurisdiction is Sion, Switzerland.

Product improvement

Studer Innotec retains the right to improve its products without the obligation to adapt the ones already manufactured.

Sion, 1 October 2021