

General Terms and Conditions - GTC

1. General

- 1.1 These General Conditions of Sales and Delivery shall be binding if declared applicable in the offer or order confirmation. Conditions stipulated by the customer / distributor which are in contradiction to these general conditions shall only be valid if expressly accepted by the supplier in writing.
- 1.2 All agreements and legally relevant declarations of the parties to the contract have to be in writing in order to be valid.

2. Offers and Conclusion of Contract

- 2.1 Contract shall be deemed to have been entered into upon receipt of Meridian Medical's written confirmation stating its acceptance of order.
- 2.2 Offers which do not stipulate an acceptance period shall not be binding.

3. Scope of Supply

- 3.1 The supplies are specified in the order confirmation. Any material and services which are not included therein shall be additionally charged.
- 3.2 Meridian Medical shall be entitled to make any changes which lead to improvements.

4. Regulations in Force in the Country of Destination

The customer / distributor / distributor shall inform Meridian Medical upon placing the order at the latest, about the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel.

5. Restrictions on the Use of the Products and Systems

- 5.1 Sale of Meridian Medical's systems or products (collectively "products") does not convey any license, expressly or by implication, to manufacture, duplicate, or otherwise copy or reproduce the products.
- 5.2 Buyer may not sell, donate or otherwise transfer products unless Meridian Medical has provided its prior written consent to such sale, donation or transfer, such consent not to be unreasonably withheld. Except where such restriction is prohibited by law, buyer, its affiliate or agent is prohibited from tampering with or attempting to reverse engineer the products. MODIFYING OR ALTERING THE PRODUCTS MAY ENDANGER PATIENT SAFETY AND VOID THE PRODUCT WARRANTY.
- 5.3 The products may only be used by a trained clinician or technician (collectively "authorized users"). ALLOWING THE USE OF THE PRODUCTS BY PERSONS OTHER THAN AUTHORIZED USERS UNDER THE ACTIVE SUPERVISION OF A LICENSED PHYSICIAN MAY VIOLATE APPLICABLE LAW AND MAY ENDANGER PATIENT SAFETY. For the purposes of clarification, "active supervision" shall mean having a licensed physician or technician available during the performance of any procedure using the product(s) on a patient. Buyer shall indemnify, defend and hold Meridian Medical harmless from and against any and all liabilities, losses, damages, settlements, claims, actions, suits, penalties, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and other expenses of litigation, arbitration or mediation) incurred, relating to, arising from or occurring as a result of any use of the products by any person or entity other than buyer, its affiliate or agent.
- 5.4 Buyer agrees and acknowledges that: (i) Buyer will use the products only for their intended and approved uses and in accordance with all Meridian Medical documentation, including, without limitation, the Meridian Medical system user's manual and any updates, revisions, or technical bulletins related thereto (collectively "documentation"); (ii) Buyer will ensure and represents and warrants that its employees, agents and any other users of the products will comply with all terms and conditions of this agreement and all documentation in their use of the products; and (iii) Meridian reserves the right to modify or replace, at its sole expense, the products as Meridian Medical deems necessary in its sole discretion and buyer shall make them reasonably available to Meridian Medical for such modification or replacement.
- 5.5 Meridian Medical reserves the rights not to provide the products to any entity or person that it reasonably believes is using the products in violation of the terms of this agreement, including the restrictions set forth above.

Switzerland

Meridian AG
Bierigutstrasse 7
3608 Thun

Finland

Meridian Medical Oy
Elannontie 5
01510 Vantaa

Slovenia

Meridian Medical d.o.o.
Plemljeva ulica 8
1210 Ljubljana - Šentvid

www.meridian.ch

info@meridian.ch
service@meridian.ch
☎ +41 33 334 11 11
📠 +41 33 334 11 19

6. Prices

- 6.1 Unless otherwise agreed upon, all prices shall be deemed to be net ex works, in CHF or EURO depending on the physical location and shall not include any packing, freight, insurance, taxes, duties, assembling, installation and initiation.
- 6.2 If a general price increase is decreed between confirmation of the order and delivery, the new prices shall apply.

7. Terms of Payment

- 7.1 Payments by customer / distributors domiciled in Switzerland shall be made within 30 days net. For supplies to foreign countries, payment shall be made by prepayment in form of bank wire transfer or by irrevocable letter of credit confirmed by a reputed Swiss Bank unless otherwise agreed upon.
- 7.2 Payments shall be made by the customer / distributor to the registered address of Meridian Medical without any deducting for cash discount, expenses, taxes or duties of any kind. Other terms of payment may be agreed separately.
- 7.3 In case of delay in payment Meridian Medical is entitled to discontinue planned deliveries and to charge a default interest of 5 % p.a.

8. Proprietary Right

- 8.1 Meridian Medical shall retain ownership of the products supplied until full payment has been received. The customer / distributor shall take all necessary measures for the protection of the proprietary rights of the supplier.
- 8.2 Meridian Medical is entitled, with customer / distributor's participation, to apply for registration of the reservation of the proprietary right.
- 8.3 Meridian Medical retains sole title of all patents, copyrights, trade secret rights and other intellectual property rights associated with its software, products and all components therein. Meridian Medical will provide updates to the software ("software updates") at no charge; Software updates include bug fixes and safety enhancements.

9. Delivery Time

- 9.1 The delivery time shall start as soon as the contract has been entered into and all technical points have been settled.
- 9.2 The delivery time shall be reasonably extended: (i) if the information required by Meridian Medical for performance of the contract is not received in time, or if the customer / distributor subsequently changes it; (ii) if agreed terms of payment are not met, letters of credit are opened too late, or the necessary import licenses are not received by the supplier in time; (iii) if hindrances occur which the supplier cannot prevent despite using the required care, regardless whether they affect the supplier or the customer / distributor or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw material, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God.

10. Forwarding, Transport and Insurance

- 10.1 The products will be packed by Meridian Medical. The packing will be charged separately at the costs of Meridian Medical.
- 10.2 Special requirements regarding forwarding and insurance shall be communicated to Meridian Medical in good time. Transport shall be at the customer / distributor's expense and risk. Complaints in respect of transport shall be submitted immediately by the customer / distributor to the last carrier on receipt of the products or the shipping documents.
- 10.3 Insurance against risks of any kind is the responsibility of the customer / distributor. Even when taken out by Meridian Medical, it shall be at the customer / distributor's expense.

11. Inspection and Taking-over of the Supplies

The customer / distributor shall inspect the supplied products within ten days after receiving the products or latest four weeks after shipment from Meridian Medical. The customer / distributor shall immediately notify Meridian Medical in writing of any deficiencies. If the customer / distributor fails in doing so, the products shall be deemed to have been taken over.

Switzerland

Meridian AG
Bierigutstrasse 7
3608 Thun

Finland

Meridian Medical Oy
Elannonantie 5
01510 Vantaa

Slovenia

Meridian Medical d.o.o.
Plemljeva ulica 8
1210 Ljubljana - Šentvid

www.meridian.ch

info@meridian.ch
service@meridian.ch
☎ +41 33 334 11 11
📠 +41 33 334 11 19

12. Warranty and Disclaimer

- 12.1 Meridian Medical hereby warrants that the products delivered by Meridian Medical will be free from defects in material and workmanship.
- 12.2 Express warranties are only those expressly specified as such in the order confirmation or in the manual. An express warranty is valid until the expiry of the warranty period at the latest.
- 12.3 In case delivered products are defective the customer / distributor may request for compensation delivery or elimination of defect by Meridian Medical during the warranty period as stated in the product offer beginning on the date of delivering the products or the day of Meridian Medical's notification that the products are ready for dispatch.
- 12.4 If a defect according to Article 13.3 is not eliminated or compensated by Meridian Medical within a reasonable period the customer / distributor may ask for price reduction or annulment of the contract.
- 12.5 The warranty expires prematurely, if the customer / distributor or a third party undertakes inappropriate modifications or repairs or if the customer / distributor, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and give Meridian Medical the possibility of remedying such defect.
- 12.6 Excluded from Meridian Medical's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design, poor workmanship or resulting from other reasons beyond Meridian Medical's control.
- 12.7 With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties the customer / distributor shall not be entitled to any rights and claims other than those expressly stipulated in Articles 13.3 and 13.4 hereof.
- 12.8 Not mentioned claims for compensation, for reduction, for termination and for withdrawal of the contract are excluded. Meridian Medical shall not be liable for any direct, indirect, consequential or incidental damages that are not arisen on the product, including damages for loss of business information, loss of profits, production interruption and the like, subject to the compelling product liability law.

13. Governing Law

The present contract shall be governed in all respects by Swiss law.

14. Jurisdiction

The place of jurisdiction for any disputes shall be Thun, Switzerland.

Switzerland

Meridian AG
Bierigutstrasse 7
3608 Thun

Finland

Meridian Medical Oy
Elannontie 5
01510 Vantaa

Slovenia

Meridian Medical d.o.o.
Plemljeva ulica 8
1210 Ljubljana - Šentvid

www.meridian.ch

info@meridian.ch
service@meridian.ch
☎ +41 33 334 11 11
📠 +41 33 334 11 19