

General Terms and Conditions

Contract Partners

Validity

The following General Terms and Conditions (GTC) are part of the contractual relationship between Medical Regulatory Galliker EF, represented by Michael Galliker, Address: Alpenstrasse 8, 6370, Oberdorf (NW), Commercial Register: CHE Commercial Register Number: CHE-140.171.393 VAT Identification Number: VAT CHE-140.171.393 (hereinafter: Supplier) and the customer/client/buyer (hereinafter: Customer).

These terms and conditions exclusively apply to business customers (B2B). They do not apply to private customers (consumers).

The customer acknowledges these conditions when placing an order. They are an integral part of all offers and contracts between the Supplier and the Customer, regardless of the channels on which the offers were/are published or how the contracts have been concluded (e.g. web shop, written or telephone orders). The Supplier does not recognize deviating conditions of the customer unless the Supplier explicitly agreed to their validity in the individual case before the contract conclusion and in writing.

Contractual Item

This contract adjusts the sale of services via the provider's online shop. Due to the details of the respective offers, please refer to the product description on the offer page.

Ordering Options

Orders can only be placed electronically via the online shop. Each order requires a prior and free registration as a customer (B2B).

B2B Online Shop

A prior registration as a customer is assumed for the application of a user account for the online shop of the Supplier. The Customer is obliged to provide the Supplier with all the information necessary to open a user account in a true and complete manner. The Customer is responsible for his/her user account, the protection of his username and the password, and he/she is obliged to treat the relevant data confidentially and not to make it accessible to unauthorized third parties.

All orders made via the online account are assigned to the Customer as an online account holder and are binding. Any damage caused by the misuse of the user account or incorrect manipulation is attributed to the Customer. The Supplier is not liable for the misuse of the username and password by third parties.

The Customer is obliged to immediately notify the Supplier of any misuse of his/her user account.

The Supplier treats all access data strictly confidential.

There is no claim to the admission of a user account. The Supplier is entitled to refuse a customer without stating any reasons or to immediately revoke the approved access at any time and without prior notice. Reasons for such refusal/revocation may include: Provision of false or untruthful information during the registration process, misuse of the information provided by the Supplier or a threat to the functioning of an online shop, non-compliance of payment periods, insolvency or bankruptcy of the customer.

The Customer has the right to demand the cancellation of his/her registration as a customer or the deletion of the user account for the online shop in writing at any time as long as this does not threaten to impair the processing of current contractual relationship. The Supplier is obliged to delete all user data and all other personal data stored by the Customer as soon as they are no longer needed for the processing of the current contractual relationship and no longer have to be kept in accordance with legal requirements.

Contract Conclusion

Offer and Contract Conclusion without Personal Offer

The offers of the Supplier depict nonobligatory and non-binding invitations to the Customer's order. They are subject to availability and can be changed at any time. An order of the customer signifies a binding contract offer. A contract comes into existence only with a written order confirmation of the Supplier, or with the delivery of the goods.

An order of the Customer is accepted on the terms valid at the time of the contract conclusion.

The silence of the Supplier does not constitute approval or acceptance of the Customer's order.

Statements made by the Supplier before the Customer's order within the frame of an offer or order processing are only binding as agreements regarding the nature of the delivery or services of the Supplier if they are expressly confirmed with a written order confirmation or are expressly confirmed as binding in writing after.

Price lists, prospectuses, manuals and similar do not represent such confirmations. Information given as guideline values are merely intended to convey an approximate impression to the customer and are never considered reliable data.

The order process for a contract conclusion includes the following steps in the shop system:

- Pressing the 'Order' button
- Entering of the billing and delivery address
- Selection of the payment method
- Pressing the 'Pay Now' button
- Confirmation email that the order has been received. The contract is concluded when the order confirmation has been sent.

Retention of Title

The delivered goods remain the property of the Supplier until full payment has been received. The goods are exclusively for the customer/company and may not be sent to third customers/companies.

Prices, Shipping Costs, Return Costs

All components of the final price are explicitly mentioned in the invoice (e.g. net price, VAT, shipping costs, etc.). If only the purchase price and no other components are mentioned in a document other than the invoice (e.g. catalog, etc.), the Customer must assume that further price components may be added, e.g. VAT.

If there is a right of withdrawal and if it is used, the Customer bears the costs of the return.

Payment

The Customer only has the following options for payment: Credit Card. Further payment methods are not offered and will be rejected.

When paying with credit card, the Customer must be the card holder. The credit card is charged before the goods are shipped.

Terms of Delivery

The goods will be shipped immediately upon receipt of the order. The goods are shipped directly after payment confirmation, but latest after 1 day. The Supplier is obliged to deliver on the 1st day after receipt of the order. The usual delivery time is 1 day unless otherwise specified in the article description. The Supplier sends the order from his own warehouse as soon as the entire order is in stock.

Warranty

The customer is obliged to immediately check the Supplier's services for completeness, accordance with the delivery papers, and defects, and to immediately make claims in writing stating the customer and order number. A wrong delivery also applies as a defect. If a complaint is not made within 7 days after the Customer received the products, they are considered as fault-free in all functions and the service as approved.

If there are any faults that occur at a later date, which were not apparent upon careful examination, a written claim to the Supplier must be made within 48 hours of their discovery. Otherwise, the product or service is considered as approved

The Customer bears all costs of the inspection.

The timely sending of the notice of defects is sufficient enough for the adherence of the Customer's rights.

The Supplier guarantees that he repairs the product or provides a free replacement if the Customer promptly notifies the Supplier of product defects.

The Supplier guarantees that he repairs the ascertained defects free of charge if the Customer promptly notifies the Supplier of service defects.

The Supplier does not assume warranty for the normal wear and tear of products as well as for defects resulting from improper care, incorrect handling, improper storage, faulty storage, force majeure and other reasons for which the Supplier is not responsible.

Warranty claims expire if the Customer or a third party makes improper changes or repairs to the product.

Right of Withdrawal

There is no right of withdrawal. The return of defect-free product is principally excluded.

Liability

The Supplier assumes liability for bodily harm as well as intentional or grossly negligent direct damages to materials. Any further liability – if permitted by law – is excluded; This particularly applies to pure property damages, indirect damages, or consequential damages such as the loss of profit.

The liability of the supplier for his assistants shall be excluded from the scope of the legally permissible.

According to the current state of art, it cannot be guaranteed the data communication over the internet is always error free and always available. For this reason, the Supplier is not liable for the continuous and uninterrupted availability of the online trading system nor technical or electronic errors regarding the Supplier's web shop or other electronic communication, particularly not for delayed processing or acceptance of orders if the Supplier is not responsible for these errors.

Non-Assignment Clause and Pledge Prohibition

The Customer's claims or rights against the Supplier may not be assigned or pledged without his consent unless the customer has demonstrated a justified interest in the assignment or pledge.

Place of Fulfillment

The place of fulfillment for all liabilities arising from this contract, especially for the payment of the purchasing price, is Oberdorf, Canton Nidwalden, Switzerland unless otherwise expressly agreed in writing.

Deviations from these Terms and Conditions

All deviations from these terms and conditions, as well as additions or other subsidiary agreements to these General Terms and Conditions can only be made in individual cases and require to be in writing to be valid.

Language, Jurisdiction and Applicable Law

The contract is written in English. The further implementation of the contractual relationship takes place in English.

Exclusively the laws of the country of Switzerland apply.

Applicable Law

The Swiss law applies to these contract conditions and the entire legal relationship between the Supplier and the Customer, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

Jurisdiction

The exclusive place of jurisdiction for all dispute regarding deliveries and services of the Supplier is Oberdorf, Canton Nidwalden, Switzerland.

Amicable Dispute Resolution

The contracting parties are obliged to attempt to settle the dispute amicably before appealing at law. Each party shall give the other the opportunity to make written representations.

Adjustments to the GTC

The Supplier reserves the right to change these General Terms and Conditions at any time. Changes will be made available on the website www.mdrtool.com and will become effective with their inclusion. The terms and conditions currently valid on the date of the contract are always valid for contracts with the Supplier. These will remain valid for the respective contract even if a change in the GTC should occur later.

Escape Clause

The invalidity of a term in these General Terms and Conditions has no effect on the effectiveness of other terms.