

SUBJECT	General Terms and Conditions of Sale	SHEET #	CONDVENTE.FIE
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- 1. General**
 - 1.1. These general terms and conditions of sale (hereinafter "GTCS") shall apply to the contractual relationships between Unimed S.A., Rue du Grand-Pré 10, CH-1007 Lausanne (hereinafter "Unimed") and its Customers. Consequently, the placing of an order shall imply full and unconditional adherence by the Customer to the GTCS. Any conflicting terms prescribed by the Customer, unless expressly accepted, shall be rendered unenforceable against Unimed, even if the latter asserts their primacy.
 - 1.2. In case of a dispute relating to the interpretation of the GTCS, the French version shall be authoritative.
- 2. Offer and conclusion of contract**
 - 2.1. Any offer made by Unimed shall be a non-binding offer.
 - 2.2. The contract shall be deemed concluded with written order confirmation by Unimed. Written confirmation of the order shall be established based on the Customer specifications, which shall be presumed to be accurate and complete. If the Customer's order does not correspond to the written order confirmation from Unimed, the written order confirmation shall be authoritative, in the absence of immediate written notice by the Customer derogating from the written order confirmation. In case of such a notice, Unimed shall deliver a new written order confirmation to the Customer.
 - 2.3. If the Customer wishes to make changes to the said order confirmation by Unimed, this must be the subject of a written agreement between the parties.
 - 2.4. In writing shall refer to communications by fax, mail or by email approved by the parties. Proof of receipt by one party shall fall to the other party who is relying on a written document.
 - 2.5. Unless otherwise agreed to in writing, each order shall be delivered with a quantity tolerance of $\pm 10\%$.
- 3. Price and payment methods**
 - 3.1. All prices shall be set in Swiss francs and be ex works, without transportation costs and without any discount or rebate of any kind.
 - 3.2. The shipping container shall be billed separately by Unimed and shall not be included.
 - 3.3. Unless otherwise agreed to, the Customer shall bear all incidental expenses such as transportation costs, bank charges, insurance, export, transit, and import taxes and other permits. The Customer shall also be responsible for all duties, taxes, fees, customs charges and similar fees collected in connection with the contract; if Unimed is obliged to pay them, the Customer shall immediately provide reimbursement upon presentation of the receipts.
 - 3.4. In any case, especially if in the Customer's country there are restrictions on the free transfer of currency, the Customer shall be responsible for any foreign exchange loss that may be incurred between his payment in local currency and the amount agreed upon in Swiss francs.
 - 3.5. The right to make any modification to the price of products offered by Unimed is expressly reserved, and such modification may be undertaken at any time without prior notice. The prices of an order confirmed by Unimed shall remain unchanged, unless the Customer makes changes to the terms of the order during the contract period.
 - 3.6. The Customer must make payments as agreed. Unless otherwise agreed to, the net invoice amount shall be payable without discount within 30 days from the invoice date. If the payment is late, Unimed shall be entitled to demand default interest of 5% from the due date of the invoice until payment in full. Unimed reserves the right to charge, in addition to interest on the arrears, reminder and administrative expenses as well as prosecution and recovery costs.
 - 3.7. The customer may not offset claims against any existing claims of its own.
- 4. Transportation, delivery and transfer of risk**
 - 4.1. The delivery deadline shall be mentioned in the written order confirmation. It shall mean ex works.
 - 4.2. The delivery deadline shall be extended appropriately in the following cases:
 - a) Unimed is not aware of all the details concerning the scope, construction and implementation of the contents of the order and informs the Customer of this fact;
 - b) the Customer modifies the terms of the order during the contract;
 - c) hindrances that cannot be attributed to Unimed occur, for example delivery delays by its suppliers or cases of force majeure;
 - d) the Customer pays its contractual obligations late.
 - e) In case of non-payment or delay in the payment of installments, Unimed shall be entitled to suspend its services following its written notice.
 - 4.3. The transport of goods to the agreed upon destination is organized by Unimed who assumes the associated risks. This shall take place at the expense of the Customer.
- 5. Warranty and liability**
 - 5.1. Any warranty claim for defects of the item shall lapse one year after delivery to the Customer, even if the latter only discovers the defects later.
 - 5.2. Only proven defects in materials or workmanship of the products delivered shall be considered defects.
 - 5.3. The Customer shall be required to verify the conformity of products delivered within thirty days of receipt.
 - 5.4. If unacceptable defects or flaws are found, a written and detailed claim must be sent to Unimed within seven calendar days.
- 5.5. The goods shall be considered accepted, whether there is a claim or not, if they are resold by the Customer.
- 5.6. If a defect has been reported in detail in writing and within the prescribed period, the warranty obligation by Unimed shall be restricted to the repair of the defective product. If the defective product cannot be repaired, a replacement product shall be delivered to the Customer. If the product cannot be replaced, the Customer shall have the right to demand, in the case of minor defects, a discount on the purchase price, and in the case of serious defects which render the product unusable, its withdrawal from the purchase contract.
- 5.7. These GTCS define all breach of contract cases and their legal consequences as well as the rights of the Customer, regardless of the legal justification. All rights not expressly specified as damages and interest, losses, cancellation or termination of the contract shall be specifically excluded. The Customer shall in no case be entitled to damages and interest for defects not occurring in the goods themselves, such as from production stoppages, loss of enjoyment, loss of orders, lost profits or from other direct or indirect damages. In any case, no claim shall exceed the amount of the invoice.
- 5.8. Neither of the two parties shall be considered to have breached its obligations to the extent that their implementation has been delayed, hampered or definitively prevented by force majeure. The parties understand force majeure as any cause that is reasonably beyond their control as defined by Swiss case law.
- 6. Retention of title**
 - 6.1. Unimed shall retain ownership of all goods until the contract price is paid in full.
 - 6.2. Unimed shall be entitled, if necessary, to record the retention of the title in the register of reservations of ownership at the place of domicile of the purchaser.
 - 6.3. In the case of integration of products manufactured by Unimed with other products, Unimed shall be entitled to demand from the Customer the provision of a guarantee to match the price mentioned in the order confirmation, a guarantee that shall in principle be a bank guarantee issued by a reputable banking institution in favor of Unimed.
 - 6.4. In addition, the Customer shall take all measures necessary to prevent the property rights of Unimed from being prejudiced, revoked or lost.
 - 6.5. The tools and devices necessary to execute an order shall remain the exclusive property of Unimed. All tooling costs incurred through drawing modifications by the Customer shall be borne by the latter. The tools and devices may be scrapped if no new orders are received within five years.
- 7. Technical drawings and documents**
 - 7.1. The brochures, catalogues and website shall not be obligatory in the absence of another agreement. The data contained in the technical documents shall only be obligatory to the extent that they were expressly promised.
 - 7.2. Unimed shall retain all rights to the technical drawings and documents that it has delivered to the Customer. The Customer acknowledges these rights; it shall not make these documents available to third parties, and shall not use them for purposes other than those for which they were delivered without prior written consent from Unimed.
 - 7.3. If the Customer has received technical drawings or documents from Unimed without such action resulting in the conclusion of a contract, it shall return them upon request to Unimed.
 - 7.4. Unimed undertakes not to make available to third parties the technical drawings and documents received from the Customer, and not to use them for purposes other than those for which they were delivered to him, subject to prior written consent from the Customer.
 - 7.5. If Unimed has received technical drawings or documents from the Customer without such action resulting in the conclusion of a contract, it shall return them upon the request of the Customer, except for one copy for its Quality System.
- 8. Audits**
 - 8.1. The number of audits shall be limited to one per Customer and per year subject to written agreement. The length of the audit shall be limited to one day from 09:30 to 12:00 a.m. and from 1:00 to 5:00 p.m., including the closing meeting.
 - 8.2. A Customer audit shall only relate to the quality documents concerning the history of the Customer's own production, with the exclusion of all aspects that are part of the Quality System, which has already been audited and certified by the notified body of Unimed.
- 9. Jurisdiction and applicable law**
 - 9.1. **Any dispute between Unimed and the Customer shall be subject to the exclusive jurisdiction of the courts of Lausanne, with reservation of appeals to the Federal Court.**
 - 9.2. **Swiss law shall be applicable, to the exclusion of the United Nations Convention on the International Sale of Goods of April 11, 1980 (Vienna Convention).**
- 10. Final provisions**
 - 10.1. If any clause of the contract or of the GTCS is found to be invalid, the contract or the GTCS shall not, however, be affected. The invalid provision shall be replaced, in a legally permissible fashion, by another clause approximating as closely as possible the spirit and purpose of the contract or of the GTCS.

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