

General Terms and Conditions for Repairs

§ 1 Scope of application

(1) The following terms and conditions apply to repair contracts that you as a customer conclude with us, ALTHEA DEUTSCHLAND GMBH, Im Goldäcker 14, D-88630 Pfullendorf, via our website <https://althea-eshop.com>. Deviating general terms and conditions of the customer are not recognized unless the supplier expressly agrees to their validity in writing.

(2) Our offer is aimed exclusively at entrepreneurs and therefore not at consumers. The customer is a consumer insofar as the purpose of the ordered deliveries and services cannot be predominantly attributed to his commercial or independent professional activity. In contrast, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, is acting in the exercise of their commercial or independent professional activity.

§ 2 Subject matter and conclusion of the contract

(1) The subject of the contract is the provision of repair services for medical devices by the provider.

(2) The repair order shall be submitted to us by e-mail, by telephone or by fax using the contact details given in the imprint and via the contact form.

(3) The supplier then sends the customer an order confirmation by e-mail. This order confirmation represents the acceptance of the order and contains the order data and the General Terms and Conditions.

(4) The contract is concluded in German.

§ 3 Repair procedure

(1) Once the repair order has been accepted, the Provider shall commission a courier service to collect the defective device for the reparation from the Customer's desired location and deliver it to the Provider by express delivery.

(2) Details of the repair process and answers to frequently asked questions can be found on our website under the link: <https://althea-eshop.com/endoskopie-reparatur/>.

(3) Unless otherwise agreed, the Provider shall first prepare and send a cost estimate for the repairs deemed necessary upon receipt of the instrument. The cost estimate shall be prepared on the basis of an unassembled or only partially assembled instrument. The supplier shall be bound by the cost estimate for one month.

(4) The provider shall only carry out the repair once the customer has placed the order in text form to carry out the repair in accordance with the cost estimate. If it turns out during the execution of the repair that the costs stated in the cost estimate are not sufficient due to further defects or

additional expenses, the Provider shall be authorized to continue the repair if the estimated costs are not exceeded by more than 15% as a result. If an overrun is foreseeable beyond this, the Provider shall submit a supplementary cost estimate to the Customer with regard to the additional costs incurred and shall only continue the repair after placing a further order in text form.

(5) At the Customer's request, the Provider shall provide the Customer with a replacement instrument on a rental basis. For this, the Provider shall invoice a lump sum of € 135.00 plus VAT at the applicable rate.

(6) The Provider shall arrange for the replacement instrument to be collected from the Customer after the repair order has been carried out. If the instrument is not returned, the provider reserves the right to charge a usage fee of € 65.00 plus VAT per day.

(7) If the customer does not place a repair order, the instrument will be returned unrepaired and a processing fee of € 125.00 plus applicable VAT and shipping will be charged.

(8) For requested replacement instruments, the provider shall charge a rental fee of € 65.00 per day plus applicable VAT if a repair order is not placed.

(9) Damage to the replacement instrument for which the customer is responsible or accessories of the replacement instrument that are not returned will be charged to the customer.

§ 4 Warranty for material defects, guarantee

(1) The customer is entitled to the statutory warranty rights, in particular according to §§ 634 ff. BGB (German Civil Code).

(2) The customer's warranty claims shall expire one year after acceptance. This does not apply to claims of the customer against the provider that result from injury to life, body or health and are based on a negligent breach of duty by the provider or an intentional or negligent breach of duty by a legal representative or vicarious agent as well as for other damages that are based on a grossly negligent breach of duty by the provider or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the provider. The statutory limitation period shall apply to these claims.

(3) The Provider grants the Customer a warranty on all repairs carried out by the Provider for a period of six months from acceptance, see § 7 of these GTC. If the Customer discovers a defect in the repaired instrument, he must notify the Provider of this immediately, at the latest within seven days of discovering the defect. The supplier shall contact the customer immediately and seek a suitable solution, naturally in consultation with the customer.

(4) Warranty and guarantee claims expire if the customer opens the repaired instrument himself or has it opened again by a third party, for example another supplier.

§ 5 Liability of the provider

(1) Claims of the customer for damages are excluded. Excluded from this are claims for damages by the customer arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the provider, its legal representatives or vicarious agents. Essential contractual obligations are those whose fulfillment is necessary to achieve the objective of the contract.

(2) In the event of a breach of material contractual obligations, the Provider shall only be liable for the foreseeable damage typical of the contract if this was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health.

(3) The limitations of paragraphs 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

§ 6 Expiry of the manufacturer's warranty

The supplier expressly draws the customer's attention to the fact that the use of a repair service by the supplier may invalidate any existing manufacturer's warranty for the instrument in accordance with the manufacturer's warranty conditions.

§ 7 Acceptance by the customer

(1) The provider's service shall be deemed to have been accepted in accordance with the contract if the customer does not declare acceptance to the provider within five working days of receipt of the repaired medical device. In this respect, the customer is already requested to accept the service. Otherwise, § 640 BGB shall apply.

(2) Obvious defects or damage to the repaired instrument must be reported to the provider by the customer immediately upon receipt (e.g. by e-mail). This obligation shall also apply if an obvious defect or obvious damage becomes apparent at a later date.

§ 8 Final provisions

(1) The law of the Federal Republic of Germany shall apply to contracts between the provider and the customer to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) If the Customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance for all obligations arising from the contractual relationship with the Provider shall be the registered office of the Provider.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the provider is the registered office of the provider.

(4) Amendments or additions to these terms and conditions must be made in writing. This also applies to the waiver of this written form requirement.

(5) Should individual provisions of this agreement be or become invalid or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Statutory law shall take the place of provisions that are not included or are invalid. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or invalid provision with a valid provision that comes as close as possible to it in economic terms.

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