



SomnoMed AG  
Baarerstrasse 125  
6300 Zug, Switzerland

p | +41 (0) 41 501 46 40  
f | +41 (0) 41 501 46 42  
e | [info@somnomed.com](mailto:info@somnomed.com)  
[www.somnomed.com](http://www.somnomed.com)

# General Terms and Conditions (GTCs)

Version 20180328

## 1 Introduction

SomnoMed is a private-sector, impartial international manufacturer of medical devices. The company's activities are monitored and certified worldwide by international certification bodies. This obliges SomnoMed to grant the competent authorities access for the purpose of monitoring its business operations as well as to align its operations with recognized standards and regulations. In the absence of such standards or regulations, SomnoMed will define its own guidelines.

## 2 Parties to the contract

The parties to the contract are the customer (meaning distributor, health insurer, dentist, and patient) and the branch office of SomnoMed signing the contract.

## 3 Basis of contract

The contract (meaning distribution agreement, Lab Sheet, license agreement, order form, form, and order in the online store) with SomnoMed is based on the information provided.

The contract for the purchase of the contractual item shall be regarded as having entered into after SomnoMed has received the fully completed form.

## 4 Conclusion of contract

4.1 The presentation of merchandise in the online store does not constitute a binding application for conclusion of a purchasing contract. Rather, it is a non-binding request to order merchandise in the online store.

### 4.2

4.3 By clicking the "Order Now and Pay" button, you submit a binding purchase offer.

4.4 Upon receipt of the completed form by SomnoMed, the contract for purchase of the contractual goods is deemed as concluded between the parties.

## 5 Prices (Online Shop)

The prices quoted on the product pages include the statutory VAT and other price components and are quoted without the respective shipping charges.

## 6 Obligations

### Obligations of SomnoMed

SomnoMed shall assume the following obligations:

- I. to execute the contract according to the defined guidelines and inform the customer accordingly.
- II. to unconditionally observe the directives of appropriate monitoring bodies when executing the contract and inform the customer accordingly.
- III. to execute the contract in a fair manner and to report findings objectively - if required after clearance with the customer.
- IV. to protect and treat as confidential the information, data, documents and records received from the customer.

### Obligations of the customer

The customer shall assume the following obligations within the outline of the contract and the execution thereof, even if this may cause additional costs:

- I. to verify the basis of contract and to inform SomnoMed of any conditions which may challenge the basis of contract.
- II. to follow the instructions of SomnoMed in conjunction with the execution of the contract.
- III. to supply all documentation and information required for the execution of the contract.
- IV. to keep records about complaints and product defects and to inform SomnoMed appropriately about this.
- V. to treat all documentation and information with confidentiality and to protect them.

---

## 7 Payment/ default of payment (Online Shop)

- 7.1 Payment options are as follows: prepayment, credit card, PayPal or direct debit.
- 7.2 If you choose prepayment as your payment method, we shall notify you of our bank account details in the order confirmation. You must then transfer the invoiced amount to our account within 10 days of receiving the order confirmation.
- 7.3 If paying by credit card, the purchase price is reserved on your credit card ("authorisation") at the time of the order. The actual charge of your credit card account occurs at the time when we ship the merchandise to you.
- 7.4 If you pay by direct debit, you may have to bear the costs that are incurred as a result of a repayment of a payment transaction due to a lack of account cover or due to incorrectly transmitted bank account details.
- 7.5 If you are in arrears with a payment, you are obliged to pay the statutory interest on arrears in the amount of five percentage points above the base rate.

## 8 Delivery / Delivery time / Delivery costs / Customs

- 8.1 Unless otherwise agreed, the merchandise shall be delivered from our warehouse to the address you have provided.
- 8.2 The merchandise remains our property until full payment of the purchase price.
- 8.3 Events of force majeure, strike, lock-out and delivery, operational and transportation disturbances beyond the responsibility of SomnoMed release SomnoMed from the duty to deliver for the duration of these effects and to the extent of their impact. If the delays in delivery caused by force majeure or by reasons beyond the responsibility of SomnoMed exceed reasonable limits for a party to the contract, said party may, by notice in writing, withdraw from the contract in whole or in part; a delay in delivery of 6 months shall automatically result in the right of withdrawal.
- 8.4 Any delivery time shall be subject to agreement. The delivery time shall only be binding after clarification of all technical and administrative details. If an act of collaboration is required from the customer to perform the piece of work, the term of delivery shall only commence after the customer has fulfilled the required act in its entirety. A binding delivery deadline is exclusively valid only after the delivery deadline has been confirmed as binding in writing to the customer.
- 8.5 If a binding delivery deadline is exceeded, the customer shall grant an appropriate extension in time, which, in principal, shall not be less than 4 weeks.
- 8.6 If the customer is in default with payment of an earlier delivery, SomnoMed is entitled to withhold deliveries or withdraw from the contract if a grace period set for payment expires ineffectively without being liable for compensation of any damages incurred as a result of such action.
- 8.7 If after conclusion of the contract it is shown that SomnoMed's claim for payment may be at risk, SomnoMed shall have the right, after setting a reasonable period of grace, to make the delivery dependent on advance payment or provision of appropriate collaterals.
- 8.8 If SomnoMed claims compensation - for whatever legal reasons - the amount of compensation shall be 20% of the purchase price (exclusive of value added tax); statutory value added tax will apply in addition. We shall be entitled to increase the amount of compensation if we can provide evidence of a larger loss. The customer shall be entitled, however, to demonstrate to us that no loss or a far smaller loss was incurred.
- 8.9 SomnoMed will handle all custom formalities. The customer undertakes to collaborate in completing the customs formalities if such collaboration accelerates or facilitates the handling of such documentation.

## 9 Revocation

- 9.1 You have the right to revoke this contract without having to give reasons within 14 days.

- 
- 9.2 The revocation period shall be 14 days from the date on which you have taken possession of the merchandise or a third party designated by you, who is not the carrier, has done so.
- 9.3 To exercise your right of revocation, you must inform us of your decision to revoke this contract by means of an unambiguous statement (such as a letter sent by mail, a fax or email).
- 9.4 To comply with the revocation deadline, it is sufficient that you send the notification of your exercising of the right of revocation before the expiry of the revocation deadline.
- 9.5 The right of revocation does not apply to the delivery of merchandise, which has not been prefabricated and the production of which is subject to individual selection or specification by the consumer or which is clearly tailored to the consumer's personal needs (e.g. custom-produced items), with delivery of sealed goods, which are not suitable for return for health or hygiene reasons, if their seal has been removed after delivery.
- 9.6 Please avoid damage and contamination. Return the goods to us as far as possible in their original packaging with any accessories and packaging components. Please use protective outer packaging if need be. If you no longer have the original packaging, please ensure you use appropriate packaging for adequate protection from transport damage in order to avoid claims for compensation due to damage as a result of inadequate packaging.

#### 10 Warranty / Repairs

- 10.1 The customer shall check the product for correctness and completeness immediately upon receipt. The customer shall notify any complaints in writing immediately. The customer shall provide the required working models for repair or a replacement delivery. In the event of inaccurate fit, the complaint must be lodged within 10 working days of receipt of the item and include the initial models; new models or impressions shall be attached or subsequently submitted without delay. These provisions only apply to obvious defects.
- 10.2 During the warranty period for material defects applicable in the end consumer's country, SomnoMed shall assume responsibility for the warranty for material defects (but not for damage to the contractual merchandise by the end consumer). The warranty assumed by SomnoMed is described in detail in the user guide, which is enclosed with the contractual merchandise.
- 10.3 SomnoMed will instruct the authorized laboratory to remedy the defect (repair) subject to SomnoMed's warranty obligation. If subsequent improvement of a defect is not possible or unreasonable, SomnoMed shall reserve the right to decide whether to replace the defective contractual item.
- 10.4 The customer shall be responsible for repairs outside the statutory warranty or repairs which have become necessary due to damage caused by the end user or a third party. SomnoMed shall reserve the right to decide at its own discretion whether it will cover the repair costs in part or in whole as a gesture of goodwill. The customer shall have no claim against SomnoMed for costs.
- 10.5 Otherwise the statutory provisions apply to the warranty.

#### 11 Transport damage

- 11.1 If goods are delivered with obvious damage due to transport, please report these defects to the shipping company immediately and please get in touch with us as soon as possible.
- 11.2 Failure to submit a complaint or make contact has no consequences for your statutory warranty rights. However, you can help us to assert our own claims against the freight forwarder or the transport insurance.

#### 12 Applicable law / Place of jurisdiction

---

The contract and all disputes that may arise from the contractual relationship shall be exclusively subject to Swiss law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes on and arising from the contractual relationship shall be Zug, Switzerland. This shall also apply to foreign contracts.

### 13 Final provisions

The General Terms and Conditions (GTCs) form an integral part of the contract concluded between the parties. By signing the contract, the parties to the contract confirm that they have read and understood all of the terms and conditions contained herein. They expressly declare to have accepted the GTCs in their entirety.

Where this document is translated into local languages for foreign customers, the German version shall always apply in the case of alternative possibilities of interpretation or translation mistakes.

SomnoMed reserves the right to modify these GTCs at any time. General terms and conditions are provided to the customer in hard copy as enclosure to the contract or electronically to be downloaded from the homepage [www.somnomed.com](http://www.somnomed.com).

**Stand: 28-03-2018**