

## General Service Conditions Ref.03/01.01.2022

### 1. Scope

- The following conditions apply to all services for medical products offered by VBM Medizintechnik GmbH and demanded by the customer. Conditions of individual agreements as well as VBM's General Terms and Conditions of Sale (GTC) shall prevail.
- Conflicting conditions of the customer are excluded, except these are explicitly accepted by VBM.

### 2. Customers obligation to cooperate

- According to national laws, essential operator duties of the customer regarding the service objects are the use according to the instructions for use, functional check and replacement of consumables at appropriate intervals, as well as cleaning according to the instructions for use, and others.
- In case of disruption, the customer must immediately take adequate measures to protect persons and property, and to prevent hazards to patients, users, or others. The VBM service must be informed immediately if there is potential lack of identity, quality, shelf life, reliability, safety, efficacy, or performance of a VBM medical device or its accessories.
- The device must be taken out of service immediately after recognizing the defect, except there is official release by VBM.
- In case of technical service onsite, the customer takes care of free access for VBM to the service object. Where necessary, the environment (especially the operating room) must be cleaned. The customer moreover ensures presence of a qualified contact person during performance of the service.
- Before service objects and repairs are returned to VBM, the devices must be thoroughly cleaned and disinfected in order to rule out exposure of the VBM's staff and logistics staff to a hazard. For safety reasons, VBM preserves the right to refuse soiled or contaminated products/devices for safety reasons, and to return or scrap the products at customer's expense.
- In case of complaints connected to a potentially reportable event, VBM must be contacted immediately to clarify transport conditions. In any case, hazard-free transport must be ensured.

### 3. Warranty for services

- VBM provides a one-year warranty for spare parts. Repair or service neither prolong warranty period nor guaranteed shelf life of the whole device.

### 4. Services

- After receipt of the service objects, the VBM service sends written confirmation to the customer. If there are no additional customer requirements, VBM considers its terms of service as accepted. Consequently, the service contract is concluded.

- The customer must consider a processing time of maximum 15 working days for product complaints or repairs. The 15 working days may be extended if subcontractors are involved. VBM might be individually asked for loan units to bridge the repair period. The repair and delivery periods are non-binding if nothing else has been explicitly agreed upon. Please consider that additional transport delays are out of VBM's control.
- Cost estimates are only provided upon specific request of the customer, and in case repair cost is minimum 20% of the list price of the product. If no objection is made by the customer within 30 days of receipt of the cost estimate, the repair order shall be deemed to have been placed on the non-binding terms stated in the cost estimate.
- Loan units are charged at a cost of € 55.00/month. If loan units are not returned promptly after receipt of the repaired device, the loan fee is invoiced once again. The devices must be returned to VBM in a proper condition. Else VBM reserves the right to charge for any damages incurred.

### 5. Payment Terms

- Invoices are payable immediately, net.

### 6. Poor service performance

- The liability of VBM Medizintechnik GmbH for poor service performance presupposes that the customer examines the services provided and complains about defects without delay. Hidden defects are to be reported immediately after their discovery.
- VBM is obligated to make up for or improve services that are not complete and not properly performed free of charge. If VBM does not fulfil this obligation, the customer can demand a reduction of the service costs or withdraw from the contract after the expiry of a deadline. The customer is not entitled to any further warranty claims.
- If an examination of the complaint shows that there is no defect or that the customer is responsible for the defect, VBM is entitled to charge the customer for the costs incurred by the examination.

### 7. Return of goods for credit

- Return of goods always require prior approval from the service/complaints department. A RMA number (Return Material Authorization number) is assigned to each return. Goods without RMA number can be returned by VBM to the sender. For an authorization, please fill out our return form which can be found on our website under "Contact", tab "Technical Service", and send it to our specified service address (Website: [www.vbm-medical.de](http://www.vbm-medical.de)).

- Following data is required for Return Material Authorization:
  - o Reason of the return
  - o Invoice number and date / Lot-No.
  - o REF no.
  - o Quantity of goods returned
- Approved returns will be accepted for credit up to a maximum of 30 days from the invoice date. The returns must include a note with the allocated RMA number. Only products that are in their original packaging, unused and undamaged (product damage such as packaging damage) will be accepted for return.
- **Following products are not accepted for return (except in case of mistakes by VBM):**
  - o Special products made to customer specifications
  - o Sterile products
  - o Goods produced especially for the customer

## NOTE

- For approved returns, the customer will receive a credit note less a handling fee of 15%.
- For product returns that fall below the retail price of € 70.00, a handling fee of € 10.00 is automatically charged
- The customer bears the costs for the return shipment.

## 8. Contact

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