

General Terms and Conditions

1. General information

The General Terms and Conditions apply to all transactions between Gribi AG Belp (hereinafter referred to as GRIBI) and its customers, unless expressly stated otherwise in the contract.

GRIBI is part of the Swedish Asker Healthcare Group (www.asker.com).

These terms and conditions are tacitly accepted by the customer by ordering goods. Any conditions deviating from these terms and conditions shall require written confirmation from GRIBI in order to be valid.

2. Payment and delivery

2.1 Payment

GRIBI's invoices shall be payable net within 30 days of the invoice date (due date). The right to offset counterclaims or to make retentions requires the written consent of GRIBI. GRIBI reserves the right to charge default interest on late payments made without reminder. The amount of the default interest corresponds to the usual rate.

2.2 Reservation of ownership

Until full payment of all invoiced services of GRIBI, the delivery shall remain the property of GRIBI. GRIBI shall be entitled to have the retention of title for goods registered with the competent authority at the domicile of the customer in accordance with Art. 715 et seq. of the Swiss Civil Code. After full payment of the purchase price and all ancillary costs, GRIBI shall have the registered retention of title deleted. The customer is obliged to reimburse GRIBI for the costs of registration and deletion of the retention of title.

2.3 Delivery times

Only delivery periods assured in writing are binding.

On-schedule deliveries are not guaranteed

- if the scope of services is subsequently changed;
- if GRIBI does not receive the information required for execution in good time or if the customer subsequently changes it;
- if the sales partner is in default with the fulfillment of his contractual obligations, in particular if he does not comply with payment terms;
- if obstacles arise that are beyond the control of GRIBI. Such obstacles are, for example, epidemics, mobilization, war, riots, significant operational disruptions, accidents, labour disputes, delayed or defective deliveries, official measures and natural disasters.

GRIBI may make partial deliveries.

2.4 Delivery locations

In the absence of a special agreement, the following applies: in Germany, the place of performance is always the specifically agreed delivery address or, in the absence of such an address, the customer's registered office; abroad, the place of delivery is generally "ex works" (ex Gribi, f.o.b.), or "carriage paid" by agreement.

2.5 Warranty

GRIBI guarantees that it delivers products in perfect condition. GRIBI may, at its own discretion, provide the warranty by repair, replacement, rescission or reduction. GRIBI only recognizes warranty claims from its customers. The warranty begins with the delivery of the corresponding product to the customer and expires 1 year after delivery. Only the delivery bill or the invoice shall be used to assert warranty claims. Excluded from the warranty are damages due to reasons for which GRIBI is not responsible, such as force majeure, natural wear and tear, improper handling, intervention by third parties, excessive use,

unsuitable operating materials, extreme temperatures and temperature fluctuations.

2.6 Acceptance

Unless a special acceptance procedure has been agreed, the customer shall inspect the delivery himself and notify GRIBI in writing of any defects. If the customer fails to report defects in writing within 5 days of delivery, all functions shall be deemed to have been fulfilled and the delivery shall be deemed to have been accepted. If defects become apparent later within the warranty period, which could not have been discovered even with a careful acceptance inspection, the customer must notify GRIBI immediately, otherwise the delivery shall be deemed to have been approved.

2.7 Redemptions

Returns are only possible with a valid RMA number, which will be provided to the customer by GRIBI. In principle, returns will only be accepted if they are returned in the original packaging and the products have not been tampered with. Damaged or incomplete returns cannot be accepted; GRIBI may be able to make a return offer. Sterile products cannot be taken back. For returns due to incorrect orders by the customer, a contribution towards expenses of 20% of the invoice amount will be charged. In the case of custom-made products, the actual costs incurred will be invoiced.

2.8 Liability

Apart from compensation for damages due to culpable non-compliance with a binding delivery deadline, which shall be limited to a maximum of five percent of the value of the delayed delivery or partial delivery, all further claims of the customer shall be excluded to the extent permitted by law. In particular, GRIBI shall not be liable for indirect damages or consequential damages such as loss of profit or third-party claims.

3. Prices and conditions

The minimum order value is CHF 200 excl. VAT.

The following order and delivery conditions apply:

Order conditions	Shipping		
	Priority	Moon shipping	Express shipment
From CHF 200 (excl. VAT)	+12 CHF	+25 CHF	At cost
From CHF 300 (excl. VAT)	Franko Domicile	+25 CHF	At cost

Unless otherwise stated, prices are exclusive of VAT, payment surcharge, transportation, packaging, insurance, installation, commissioning and maintenance.

4. Freight forwarding

Shipping is usually carried out by post. The goods are not insured during transportation by post (not registered).

GRIBI AG Belp		
Allgemeine Geschäftsbedingungen_EN V4.0	I3. AGB	Ausgabe: 29.08.2024

5. Data protection

5.1 Website disclaimer

GRIBI accepts no liability for the correctness, accuracy, up-to-dateness, reliability and completeness of the information provided. Liability claims for damages of a material or immaterial nature arising from access to or use or non-use of the published information, misuse of the connection or technical faults are excluded. All offers are non-binding. GRIBI expressly reserves the right to change, supplement or delete parts of the website or the entire offer without prior notice or to cease publication temporarily or permanently.

5.2 Liability for links

References and links to third-party websites are outside our area of responsibility. Any responsibility for such websites is rejected. Access to and use of such websites is at the user's own risk.

6. Applicable law and place of jurisdiction

In case of doubt, the German version of the General Terms and Conditions always applies.

These GTC and the entire legal relationship between GRIBI and the customer shall be governed exclusively by Swiss substantive law to the exclusion of private international law and other conflict of laws rules as well as the Vienna Sales Convention.

The place of jurisdiction for both parties is 3123 Belp, Switzerland.

v.4.0