



<b>MEDIST, s.r.o.</b>		<b>Business Terms and Conditions</b> <b>MEDIST, s.r.o.</b> <b>Published on: 31 January 2018 / Effective on:</b> <b>1 March 2018</b>	
Deposition:	<b>E.04.02</b>		
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## 1. General Provisions

- 1.1. These Business Terms and Conditions (hereinafter referred to as "BT&C") for delivery of Medical Devices (hereinafter referred to as "MD") regulate basic terms and conditions for MD deliveries and are a part of all Business Contracts for MD concluded by and between MEDIST, s.r.o. as a Supplier (Seller) and a Customer (Buyer). MD shall mean any tool, instrument, equipment, computer programme, material, or other product covered by the definition in Act No. 362/2011 (Coll.) on Medical Products and Devices.
- 1.2. These BT&C shall apply to all:
- Deliveries made in performance of an order of the Customer.
  - Deliveries made in performance of the Purchase Contract (hereinafter referred to as "PC"). If this is the case, BT&C are a part of such PC.  
The offer of and draft PC may deviate from provisions of BT&C only on condition the deviation is expressly recognized in PC's terms and conditions and only to the extent and according to terms and conditions of such PC. In such a case the deviated wording of PC shall take precedence over these BT&C.
- 1.3. BT&C are a part of every draft PC related to MD deliveries in accordance with par. 1.1. of these BT&C.
- 1.4. If deliveries are made in performance of Customer's order, the Customer is obliged to make familiar with the wording of BT&C available at [www.medist.sk](http://www.medist.sk).  
By placing an order the Customer confirms that they are familiar and agree with the content of BT&C.
- 1.5. The order may be delivered to the Supplier by e-mail, fax, and mail or over the phone. The order shall always be binding for the Customer. The Supplier shall confirm the receipt of an order at the contact e-mail specified in the order. In case of an order placed over the phone,

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the quotation (order confirmation) shall contain the name of Customer and their contact phone number.

- 1.6. In the order, the Customer shall specify basic data such as: identification of the Customer including the company (name), address and Company ID, Tax ID, VAT ID, and possibly information on registration in the Commercial Register or any other register, business name of the goods, catalogue numbers of goods, quantity, place and required date of goods delivery, date of order, contact e-mail and telephone number.
- 1.7. Customer's order is valid only if it is issued by the person authorized to order on behalf of the Customer. Placing an order shall mean the confirmation by the Customer that they are familiar with BT&C and agree with their consent.

## 2. Purchase Contract

The wording of PC shall comply with valid legal regulations and these BT&C and it shall always expressly state that BT&C are a part of the PC as an annex to PC.

PC shall be signed by the statutory body. If PC is signed by other person, PC shall include the power of attorney (authorization) signed by the statutory body or relevant documents proving statutory authorization of the person to sign on behalf of the party to the PC for MD delivery. When signing PC, the name, surname, and position of the signatory shall be specified.


The PC heading shall contain the Contract No.

PC shall be provided in no less than two counterparts having the validity of original.

## 3. Responsibility for Defects, Guarantee, Guarantee and Post-Guarantee Service

Responsibility of the supplier for MD defects shall be governed by the relevant provision of Act No. 513/1991 Coll. "Commercial Code" as amended. Visible MD faults which can be detected by the Customer during MD inspection, where available, shall be notified to the Supplier no later than 7 days following the date of delivery to the Customer and eligibility of the defect shall be supported by the complaint report, otherwise the defect shall not be accepted by the Supplier. Hidden defects may be notified as soon as detected and no less than 24 months following the date of sale or no less than 27 months following the performance of the delivery. Defects covered by the guarantee may be claimed no later than by the end of the guarantee period.

The Supplier guarantees the quality of MD delivery for the period of 24 months following the date of sale and no longer than 27 months following the performance of the delivery, unless other guarantee

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period is specified in PC or the quotation. Validity of the quality guarantee shall be subject to compliance with relevant rules of the relevant MD use and regular maintenance in accordance with instructions specified by the manufacturer in the manual for the given type of MD. No guarantee for MD may be exercised when the original MEDIST service seal preventing unauthorized intervention in MD is broken. The price for regular MD maintenance is not included in the purchase price (unless specified otherwise in PC).

The guarantee shall not apply to defects of MD or a part thereof originated as a result of Buyer's activity, especially due to a failure to comply with instructions of the Seller or rules of the manufacturer related to the use or storage, damage of the original MEDIST service seal, missing data plate, failure to comply with operating, safety or hygienic rules (e.g. using aspirator without prescribed microbiological filter supplied by the manufacturer), violent damage of MD, as a result of fire, natural disaster or other external impacts.

The guarantee shall not apply to disposable material and supplies which are accessories of MD (hoses, filters, aspiration catheters, secretion containers, hose connectors, disposable bags...).


When exercising their complaint or repair, the Customer is obliged to hand over clean and decontaminated MD to the Supplier. If claimed or repaired MD is damaged or impaired, the Supplier shall pay to the Customer for the MD value corresponding to the level of wear and tear, i.e. the value of MD prior to the handover due to complaint or for repair.

Guarantee and post-guarantee service is provided by MEDIST, s.r.o. and authorized representatives. The Buyer shall exercise their guarantee right with the manufacturing company or authorized Service Company. If no defect covered by the free guarantee repair is detected, the costs related to the visit of a service engineer shall be borne by a natural person or legal entity exercising the claim.

The price of the post-guarantee service including spare parts is specified according to the valid service price list of MEDIST, s.r.o. If service contract is concluded by and between the Customer and MEDIST, s.r.o., the Customer shall respect terms and conditions of the post-guarantee service specified in the service contract.

## 4. Terms of Delivery

The Supplier shall deliver MD to the places specified by the Customer in the order or PC. The Supplier shall charge distribution costs in accordance with the valid price list of MEDIST, s.r.o., excluding EXW term.

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## 5. Payment Terms

The Customer shall pay the purchase price for MD specified in the relevant invoice no later than on the maturity date.


If the payment is delayed, the Customer is obliged to pay late payment interest in the statutory amount in addition to the agreed contractual penalty.

If PC expressly specifies that the purchase price shall be paid in instalments, and the payment is delayed by the Customer, the purchase price is considered to be repaid in full only when the last instalment of the purchase price is paid.

The contractual penalty and late payment interest shall be due within 3 business days following the date when the call by the authorized Contracting Party for the payment is received together with the relevant invoice issued in accordance with valid legal regulations. The contractual penalty and late payment interest will be paid by wire transfer to the account specified in the call by the authorized Contracting Party for payment or in the relevant invoice and the duty of payment shall be met on the day the relevant amount is credited to the account.

## 6. Final Provisions

- 6.1 In case of any dispute, the Contracting Parties are obliged to proceed in order to solve the dispute in an amicable way, if possible. If Contracting Parties fail to solve any dispute in amicable way, the dispute shall be brought before general courts of the Slovak Republic.
- 6.2 In case of a lawsuit related to responsibility of the Supplier for MD delivery to the Customer local general court of the Supplier shall be competent.
- 6.3 All documents and notices to be delivered under PC, as well as requirements or any other communications between Contracting Parties shall be in writing according to PC, and any such notice shall be valid and effective if it is delivered to other Contracting Party in person, by courier or sent by registered mail with advice of delivery to delivery addresses specified in PC (or to any other subsequent addresses notified in writing). If the recipient refuses to accept the delivered document, the date of refusal shall be deemed the date of delivery. If the document to be delivered by mail may not be delivered (addressee cannot be located, addressee unknown and the like), the 3rd (in words: third) day following the date of handover for mail delivery shall be deemed the date of delivery.
- 6.4 By concluding PC, the Customer grants their consent to process all their personal data specified in PC, and be send business correspondence via electronic means in accordance with "REGULATION OF THE EUROPEAN PARLIAMENT AND COUNCIL (EU) 2016/679".  
By concluding PC, the Customer confirms that they have been notified of the right to access to their personal data kept by the Supplier, other rights resulting from generally binding legal

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regulations governing personal data protection. The Customer further agrees that their consent with personal data processing may be withdrawn only in writing.

6.5 The Supplier is entitled to propose a change of BT&C. The Supplier shall notify the change of BT&C at [www.medist.sk](http://www.medist.sk) no later than 1 month prior to the day the change is about to become effective. If the proposed change is not refused by the Customer, the proposed change shall be deemed accepted. If the proposed change is refused by the Customer prior to the date the change becomes effective, BT&C in original wording shall apply to the Customer until the contractual relationship is terminated.

6.6 These BT&C shall be governed by Slovak law, especially provisions of Act No. 513/1991 Coll. "Commercial Code" as amended.

These BT&C shall become effective on 1 March 2018 and they replace current effective BT&C in full extent.