

## **GENERAL TERMS AND CONDITIONS Bürki inno med AG**

Valid from 01 October 2025

### **1. General**

- 1.1 Bürki inno med AG provides deliveries and services on the basis of these General Terms and Conditions.
- 1.2 These General Terms and Conditions also apply analogously to all business relationships of Bürki inno med GmbH, Heidelberg, Germany.
- 1.3 General Terms and Conditions of the purchaser shall not apply, even if the purchaser refers to them.
- 1.4 By concluding the contract, the customer accepts these General Terms and Conditions and expressly waives the applicability of its General Terms and Conditions in relation to Bürki inno med AG.
- 1.5 These provisions apply mutatis mutandis to development orders and projects
- 1.6 Details and information in brochures, catalogues, and other publicly available media are for informational purposes only. Only the details and information in the order confirmation are legally binding. Bürki inno med AG accepts orders without obligation and subject to change. The contract with the customer is only concluded upon receipt of the written order confirmation from Bürki inno med AG.

### **2. Scope of service**

- 2.1 Information in technical documents is only binding if it is expressly guaranteed.
- 2.2 The deliveries and services are listed in the order confirmation.
- 2.3 We reserve the right to make minor product changes between the conclusion of the contract and delivery.

### **3. Prices and payment terms**

- 3.1 The relevant prices in each case are based on the price list of Bürki inno med AG valid at the time of delivery, unless otherwise agreed in writing.
- 3.2 The prices for goods and products quoted by Bürki to the buyers/distributors are EX WORKS in the respective agreed currency. Delivery, packaging and insurance costs as well as customs fees are not included and will be charged separately.
- 3.3 Fees and charges are the responsibility of the buyers/distributors.
- 3.4 Surcharges for express deliveries will be charged separately.
- 3.5 Bürki may adjust the prices at any time at its sole discretion subject to a notice period of 60 days. The period begins upon written notice. Email notifications are considered written notice.
- 3.6 For individual orders, the transport cost contribution is based on the current list of conditions of Bürki inno med AG.
- 3.7 Payments by the customer are due within 20 days of the invoice date unless otherwise agreed in writing.

- 3.8 For new customers, advance payment applies for an initial period of 6 months. Bürki reserves the right to extend this period if necessary, in particular in the event of delay in payments.
- 3.9 In the event of late payment, the customer owes a default interest of 5% per year from the due date, even without a reminder. The right to claim any further damage remains reserved.
- 3.10 In the event of late payment, a payment reminder and dunning notice will be issued. In this case, Bürki will charge the defaulting party a dunning fee of 30.00 CHF, and 150.00 CHF for each additional reminder.
- 3.11 If the customer is in arrears with payments for any reason or if Bürki inno med AG has legitimate cause for concern that it will not receive the customer's payments in full or on time due to a circumstance that occurred after the conclusion of the contract, Bürki inno med AG is entitled to refrain from further contractual deliveries without restriction of its statutory rights and to demand the return of the delivered goods from the customer. In this case, the customer is obliged to return the delivered goods within three days of the corresponding request from Bürki inno med AG and must pay the costs of the return shipment and packaging in full.
- 3.12 The purchaser is not permitted to transfer assignments by way of security and pledges without the express written consent of Bürki inno med AG. The purchaser shall notify Bürki inno med AG immediately in writing of any imminent or completed seizures or any other impairment of the rights of Bürki inno med AG by third parties, in particular of the existence of blanket assignments.
- 3.13 Offers are valid for a maximum of 30 days.

#### **4. Delivery conditions**

- 4.1 Delivery dates are for informational purposes only. The delivery date will be postponed accordingly if obstacles arise that Bürki inno med AG cannot avert despite due care.
- 4.2 In the event of unforeseeable or unavoidable events as well as operational disruptions of any kind, in particular in the event of machine damage, strikes and labour disputes, late delivery of essential operating materials and raw materials or official measures, Bürki inno med AG is entitled to withdraw from the delivery contract in whole or in part or to extend the delivery period appropriately, taking into account a start-up period. The customer will be notified of this in writing without delay.
- 4.3 Partial deliveries are permitted.
- 4.4 The delivery time for delivery ex works will be communicated with the order confirmation.
- 4.5 The delivery period begins with the dispatch of the order confirmation. It is complied with if the delivery item has left Bürki inno med AG by the end of the delivery period or the customer has been notified of its readiness for shipment.
- 4.6 Failure to comply with delivery deadlines and dates does not entitle the customer to claim damages.
- 4.7 Benefit and risk shall be transferred to the customer upon dispatch of the delivery from the warehouse of Bürki inno med AG.
- 4.8 Bürki inno med AG remains the owner of the goods it supplies (in particular consignment goods) until they have been paid for in full. The purchaser authorises Bürki inno med AG to register the property in the official register and to fulfil all relevant formalities.

- 4.9 Shipping containers, such as containers and pallets, must be emptied immediately upon receipt of the goods and returned to the carrier. If immediate emptying of the shipping containers is not possible, the customer is obligated to immediately exchange an equal number of shipping containers of the same type and quality for return to Bürki inno med AG. The shipping containers used by Bürki inno med AG for delivery are new or in mint condition. Therefore, the return of a damaged pallet or a pallet that does not comply with DIN 15146-2 will not be accepted under any circumstances. If the shipping containers are not returned immediately, they must be delivered carriage paid to the respective address of Bürki inno med AG or replaced in terms of value at the latest by the end of the calendar year in which the delivery took place. The costs spent by Bürki inno med AG on the replacement procurement is owed in the respective case. Proof of any shortages is provided exclusively via the pallet account held by the respective carrier.
- 4.10 The customer must inspect the deliveries and services of Bürki inno med AG within five working days and notify Bürki inno med AG of any defects in writing without delay. If the customer fails to do so, the deliveries and services are deemed to have been approved – subject to any hidden defects.
- 4.11 Compliance with the delivery deadline presupposes the fulfilment of the contractual obligations by the customer.

## **5. Warranty for products**

- 5.1 The warranty period for products is 24 months.
- 5.2 In the event of timely examination and immediate notification, Bürki inno med AG shall be obliged to remedy the defect within a reasonable period of time, excluding any right to rescission or reduction of the purchase price and waiving any further claims for damages by the purchaser.
- 5.3 The purchaser undertakes to make the defective delivery item or the defective part of the delivery item available to Bürki inno med AG immediately after discovery of the defect in an unchanged condition for a reasonable period of time for the purpose of inspecting the defectiveness. However, this obligation does not relieve the purchaser of their burden of proof for the existence of a defect.
- 5.4 The warranty expires in any case if the user or third parties make any adjustments or changes to the product.
- 5.5 For replaced or repaired parts, the warranty period begins anew and lasts twelve months from the replacement or completion of the repair.
- 5.6 Bürki inno med AG's warranty and liability exclude damages that are not caused by poor materials or faulty construction, such as damages resulting from natural wear and tear (wear parts), improper use, inadequate maintenance, non-compliance with the IFU or operating instructions, interventions by unauthorized parties, the use of other spare parts instead of original spare parts from Bürki inno med AG, as well as force majeure or other reasons for which Bürki inno med AG is not responsible.
- 5.7 All cases of warranties and breaches of contract and their legal consequences as well as all claims of the customer, regardless of the legal basis for their assertion, are conclusively regulated in these terms and conditions of delivery. In particular, all claims for damages, reduction of price, cancellation of the contract or withdrawal from the contract not expressly mentioned in these terms and conditions of delivery are excluded. In no case

shall the customer be entitled to compensation for damages that go beyond the damage and defects to the delivered goods. In particular, this includes production downtime, loss of use, consequential damage caused by defects, loss of orders and loss of profit. All other claims for damages by the customer are excluded. The liability of Bürki inno med AG in the event of unlawful intent or gross negligence is reserved. The mandatory provisions of the Swiss Product Liability Act are reserved.

- 5.8 Bürki inno med AG assumes no liability for colour nuances between samples and the delivered goods, nor for the devices themselves.
- 5.9 If a purchaser/customer cancels a legally valid order, the order will nevertheless remain valid in full in accordance with the content of the order. If the ordered products remaining with Bürki inno med AG can be resold by Bürki and the customer waives the delivery of goods, the order amount may be reduced in consultation with Bürki, provided that it is credited to Bürki inno med AG within 10 days.
- 5.10 In case of a development order, compensation for all hours spent and all other expenses is due immediately. The achieved development results remain the property of Bürki inno med AG.

## **6. Product safety and traceability**

- 6.1 If, during the product life cycle of the delivered goods, a current or potential risk to patient or user safety or a general health risk arises due to a product defect, the purchaser is obligated to cooperate effectively with Bürki inno med AG to eliminate such risk. In accordance with applicable product safety laws, purchasers are obliged in particular to ensure complete traceability of delivered goods. Bürki inno med AG is entitled, upon prior written notice, to take appropriate measures to verify this obligation of the purchaser.
- 6.2 The purchaser must comply with the mandatory applicable laws and regulations at its place of residence or the place of use of the product, as well as the contractually agreed terms and conditions. This applies in particular to all regulations on the approval of medical devices, the regulations of the professional associations (Codes of Conduct) in Switzerland, the EU and other countries in question, the anti-corruption laws and competition regulations and the laws for the protection of employees. The purchaser is fully responsible for compliance with regulatory requirements in countries that are not covered by Bürki inno med AG and cannot assert any claims against Bürki inno med AG in this regard.

## **7. Information and documents**

Each party retains all rights to documents or information that it has provided to the other party. The receiving party may not make such documents or information available to third parties in whole or in part or use them for purposes other than those for which they were provided without the prior written authorization of the other party.

## **8. Trademark rights**

The rights to all trademarks, logos, photos and texts in connection with products of Bürki inno med AG in brochures, flyers as well as in exhibition, sales promotion and POS materials, as well as in similar documents, are held exclusively by Bürki inno med AG. The supply of such materials is subject to the condition that the purchaser acknowledges these rights.

**9. Retention and offsetting**

- 9.1 The purchaser shall not be entitled to withhold the purchase price due to any counterclaims that do not arise from the respective delivery order.
- 9.2 The purchaser is not entitled to offset the purchase price claim against counterclaims, unless the claim is undisputed or has been legally established.

**10. Export restrictions**

The onward delivery of the goods to the USA or Canada is expressly prohibited and requires the prior written consent of Bürki inno med AG.

**11. Amendments to the General Terms and Conditions**

Bürki inno med AG reserves the right to make changes to these General Terms and Conditions at any time. The terms and conditions at the time the goods are ordered by the purchaser shall apply.

**12. Final provisions**

- 12.1 If any provision of these General Terms and Conditions is invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In this case, the parties undertake to replace the invalid provision with the effective provision that most closely approximates the economic purpose of the invalid provision.
- 12.2 The contractual relationship is subject to Swiss substantive law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and any amendments thereto.
- 12.3 The place of jurisdiction for both parties is the registered office of Bürki inno med AG. Bürki inno med AG can also sue the customer before the courts having jurisdiction at the customer's registered office.

**MDR Regulations**

The EU representative and (if applicable) importer for the EU of Bürki inno med AG is:

Bürki inno med GmbH, Im Schaffner 47/1, 69123 Heidelberg, Germany

Phone: +49 (0)6221 6736310

E-mail: [frank.rieger@buerki.eu](mailto:frank.rieger@buerki.eu)

Tax ID: DE334057680

EORI No.: DE947006460086528

If Bürki inno med GmbH is commissioned to perform the function of EU importer, a surcharge of 2.8% will be added to the final product price.

UK Representative: Qserve Group UK, Ltd, 49 Greek Street, Soho, GB-London W1D 4EG

Phone: +31 207 882 630, [globalreg@Qservegroup.com](mailto:globalreg@Qservegroup.com), [www.qservegroup.com](http://www.qservegroup.com)

Bürki inno med AG

Widnau, August 20, 2025



Emanuel Bürki  
CEO



Fabian Bürki  
CTO