



# General Terms & Conditions of Sale

## Art. 1 Scope of application

These general terms and conditions (hereafter the “GTC”) apply automatically and exclusively to all contractual relations concluded between Circleg Prosthetics Limited (“Circleg”), situated at Peponi Road 40b, Nairobi, Kenya and its clients. The GTC are considered as accepted once the client order is accepted by Circleg.

## Art. 2 Modifications

Circleg reserves the right to change or modify these GTC at any time. In the event of any change, the GTC in force on the day of the order shall be applied to each order.

## Art. 3 Offers

Offers made by Circleg are not binding. Their validity is 10 working days. They are made subject to changes in price, ranges or technical modifications. They must not be disclosed to third parties. Circleg reserves the right to withdraw the offer at any time during the offer period.

## Art. 4 Orders

To place an order, the client must have legal capacity and authority to enter valid legal relations. The client warrants that all documents and information provided to Circleg are true and accurate. Circleg reserves the right to decline or refuse service to the client for any reason or for no reason at all, without notice and at any time. The contract between Circleg and the client shall be deemed as executed once the client order is accepted by Circleg. An order confirmation is sent to the client who must immediately check the details as this determines the scope and completion of the order. Circleg shall have no liability for an order received until the order confirmation is sent to the client.

## Art. 5 Order modification or cancellation

Requests to cancel or modify orders that are in the process of being completed are only taken into consideration with the consent of Circleg. In the event of a request for modified quantities, dimensions or components, the client shall assume the material and tool costs incurred as well as the production costs of the parts started or completed. If the order is cancelled after confirmation by Circleg, the client assumes all resulting costs.

## Art. 6 Plans and models

If the nature of the subject matter ordered requires a plan or a description, this must be enclosed with the

order with its reference number and completion date. Circleg does not guarantee the result of, or the completion of an order made solely on the basis of a model.

## Art. 7 Developments and intellectual property

All contents, information, documents, images, texts and illustrations published on this website and all Circleg documents and information provided to you (“Content”) are the property of Circleg. You agree not to reproduce, duplicate, copy, sell, resell or explain any portion of the Content without the express written permission of Circleg. The text and image materials used may also be protected under copyright law. Moreover, Circleg products are also protected under patent law, design law or represent other intellectual property rights.

The marks of Circleg are registered trademarks. This is true even if such marks are not identified by the symbol®. The granting of access to this Content does not create any rights thereto. The download of Content is permitted only if the Content is provided expressly for such purpose and the use of such Content shall at all times be subject to the restrictions in this GTC. Content shall not be used commercially, modified, shared with a third party, duplicated, disseminated or published in any form without prior written consent of Circleg. The products shown and recommendations on product combinations represent fitting examples and a selection of Circleg products. No statements are made about any other products.

## Art. 8 Prices

The prices featured on the order confirmation are valid, excepting any obvious writing, printing or calculation errors. They are given in US dollars (USD) and are net of all applicable taxes and without any discount or deduction of any kind. In accordance with the legal provisions, value added tax (“VAT”) is calculated separately on the invoice for clients based in Kenya; exported products are not subject to Kenyan VAT (i.e., zero-rated). Packaging costs, potential taxes, insurance and transport costs are invoiced in addition and are borne by the client.

## Art. 9 Customs duties and import VAT

Circleg has no influence over the collection of potential customs duties and VAT from the client on importing the product into a foreign country. If the client has any question on this subject, Circleg refers them to the competent customs office.

## Art. 10 Payment

Payment is possible by bank transfer to Circleg’s bank account. In exceptional cases Circleg accepts payments in Kenyan Shillings, through MPesa or bank transfer, the rate of exchange shall be the mid-rate of exchange published by the Central Bank of Kenya for the purchase of Kenyan Shillings with USD at the time of the payment. In cases where Circleg accepts payments in Kenyan Shillings, funds will be payable to Circleg’s Kenya Shillings denominated bank account or via MPESA. Orders will

only be processed upon confirmation of full payment to Circleg's bank account. Failure by the client to pay in accordance with the provisions in this article shall entitle Circleg, without prejudice to its rights to damages, to suspend any outstanding deliveries or cancel the contract.

#### **Art. 11 Delivery**

The delivery lead time indicated in the offer or order confirmation starts from receipt of payment and is for information purposes only. Henceforth, a delivery delay cannot be the subject of any claim by the client. Delivery is made on a CIP basis and at the cost of the client who assumes all resulting risks.

#### **Art. 12 Restriction on use of products**

Circleg conveys no right in any patented product other than the right to use those products. Circleg does not grant the client or any other person or entity any license to reprocess, remanufacture or reconstruct any product. The client shall indemnify Circleg against and hold Circleg harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Article 12, including all costs and expenses incurred by Circleg in defending any claim, demand, suit or proceedings arising from or in connection with any violation or breach of the provisions of this Article 12 by the client.

#### **Art 13 Transfer of title and risk of loss**

The risk of loss is borne by the client when deliveries leave the warehouse irrespective of the fact that shipping may be carried out, organised or supervised by the client or Circleg. Title in the products shall pass to the client upon payment in full of the agreed price in terms of Article 8 above.

#### **Art. 14 Storage conditions and costs**

Storage, insurance and potential premises rental costs are defined contractually upon ordering.

#### **Art. 15 Warranty**

Circleg warrants that all products manufactured by Circleg shall, at the time of sale, comply with applicable Circleg specifications. This warranty shall be valid for a period of 12 months from the shipment date of the product, provided that they have been stored, installed and maintained in accordance with the specifications in the Circleg catalogues and instructions. Circleg undertakes, at its choice and at its cost, either to replace the faulty products or repair them. For this, the products must be returned with their original packaging. No warranty is offered in the event of non-compliant use, inappropriate maintenance or care by the client or a third party or in the event of inappropriate storage. The repair of a faulty product is however supplementary and limited to the amount of the order. Any compensation for commercial prejudices is excluded.

THE WARRANTY GRANTED ABOVE SHALL EXTEND DIRECTLY TO THE CLIENT. THE WARRANTY GRANTED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW. ALL OTHER WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED BY CIRCLEG AND NO CIRCLEG PERSONNEL IS AUTHORIZED TO ALTER THIS DISCLAIMER OF WARRANTY.

#### **Art. 16 Responsibility**

Circleg excludes all responsibility in the event of loss or damage caused to the products during delivery. Circleg cannot be held responsible for the non-performance of the contract in the event of a product being out of stock or unavailable and in the event of a Force Majeure Event (refer to Article 21 below). Non-compliance with a delivery lead time can on no account give rise to damages or the withholding or cancellation of the order. Circleg expressly excludes and shall not be responsible for any other loss, damage or liability arising out of the contract whether direct or indirect or consequential and whether or not caused by the Circleg's negligence.

#### **Art. 17 Indemnities**

The client shall indemnify, defend and hold harmless Circleg and its affiliates and third party contributors and its and their respective shareholders, directors, officers, employees and agents ("Circleg indemnitees") from and against any and all losses paid or incurred by any Circleg indemnitees arising from: (i) any actual or alleged breach of contract by of the client or its representatives; or (ii) modification, abuse, misuse, loss or damage to any product by the client or while in client's possession or control.

#### **Art. 18 Return, recall and exchange**

Except for cases involving warranties, products are neither taken back nor exchanged. Should Circleg discover any situation with distributed products whose continued use could result in a risk to health for the client, the client shall comply with any recall related action, or any such situation as directed by Circleg.

#### **Art. 19 Complaints**

Complaints of any kind must be sent in writing to Circleg, via our email support@circleg.world within 20 working days following receipt of the products. Failing this, they shall not be taken into account and the delivery presumed to have been accepted.

#### **Art. 20 Data protection**

Circleg undertakes to process the personal data of its clients in accordance with the Data Protection Act (Act No. 24 of 2019, Laws of Kenya) and Circleg's privacy policy (if you have questions or require more information about our privacy policy, do not hesitate to contact us). Any other communication or material transmitted to the website, such as questions, comments or suggestions, shall be treated as non-confidential and non-proprietary.

### **Art. 21 Client data and records**

The client represents and warrants to Circleg that the client has and shall have the necessary rights, authorizations, approvals and other consents in and relating to the client's data and records provided to Circleg so that, as received by Circleg and processed in performance of Circleg's obligations (including without limitation by any contractor or service provider of Circleg), such data does not and shall not infringe, misappropriate or otherwise violate any third party rights or violate any applicable law. Circleg has no obligation to review or evaluate the completeness, accuracy or integrity of any client's data, and Circleg is not liable or responsible for the accuracy, content or completeness of any client's data or any use of client's data by or on behalf of client, or analyses or outcomes based upon client data. The client shall indemnify, defend and hold harmless Circleg indemnitees from and against any and all losses paid or incurred by any Circleg indemnitee in connection with any third party claim brought against any Circleg indemnitee arising from the breach by the client of this Article 21.

### **Art. 22 Governing law and place of jurisdiction**

These GTC are subject to the laws of Kenya as amended, re-enacted or extended at the relevant time and the parties hereby submit to the jurisdiction of the Courts of Kenya.

### **Art. 23 Force Majeure**

Circleg shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Standard Terms that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- a. governmental actions, strikes, lockouts or other industrial action;
- b. national emergency, revolution, insurrection, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, cyclones, hurricanes, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. impossibility of the use of public or private telecommunications networks or power outage; or pandemic or epidemic.

Circleg's obligations under these GTC are suspended for the period that the Force Majeure Event continues, and Circleg will have an extension of time to perform these obligations for the duration of that period. Circleg will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Standard Terms can be performed despite the Force Majeure Event.

### **Art. 24 Confidentiality**

Any information which Circleg discloses to the client relating to an order (including any (a) technical or design information related to the products; (b) business or financial information, including but not limited to product plans, costs, or prices) which is not in the public domain at the time of disclosure shall be confidential and shall not be disclosed to any third party or used by the client to enable the client to manufacture the products or use the same as a springboard to develop the client's own products.

### **Art. 25 Waiver and severance**

Any indulgence granted by Circleg to the client and any failure by Circleg to insist upon strict performance of these GTC shall not be deemed a waiver of any of the Circleg's right or remedies nor be deemed a waiver of any subsequent default by the client. The invalidity in whole or in part of any Article in these conditions shall not affect the validity of the remainder of the Articles of these conditions.

### **Art 26 Limitation of liability**

The aggregate liability of Circleg, for any claims arising out of or in connection with the sale or use of any product or this GTC, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, shall not exceed the total amount that the client paid Circleg for such product.

Circleg shall not be liable for, any damage to, or viruses that may infect, your computer equipment or other property, including data, on account of your access to, use of, or browsing in the website or your downloading of any materials, data, text, images, video or audio from the website or provided to you by Circleg. Circleg does not warrant that this website, its servers or any email sent on its behalf are free from viruses or other harmful components. You are recommended to take all appropriate safeguards before downloading information from this website or provided to you by Circleg.

### **Art. 27 Coming into force**

These GTC come into force on the 1st of November 2023.