



# 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 Rautistrasse 30, 8047 Zurich, Switzerland and its clients (the "Client"). The GTC are considered as accepted once the Client order is accepted by Circleg.

These GTC supersedes all previous negotiations, representations and/or contractual commitments between the Parties. Circleg hereby objects to any deviating or additional terms.

## 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 Tenders

Circleg's tender shall remain open for acceptance by the Client until the deadline stated in the offer, unless it is withdrawn earlier, but no longer, unless the Parties expressly agree in writing on a further deadline. Tenders in which no acceptance period is specified shall not be binding.

## 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.

The contract between the Parties shall be deemed to have been entered into upon the Client's receipt of Circleg's written confirmation stating its acceptance of the Client's order.

## Art. 5 Order modification or cancellation

The Client's order is binding, and the Client is obliged to accept Circleg's services. Subsequent changes at the Client's request are possible as an exception and at Circleg's discretion. The possibility of cancellation depends on the product and the time of cancellation. Depending on the product, the order can be cancelled free of charge, against payment of a handling fee or not at all.

All agreements and legally relevant declarations of the Parties to the contract must be in writing to be effective. Declarations in text form transmitted by or recorded on electronic media shall be equated with written declarations when specifically, so agreed by the Parties.

If unforeseen events substantially change the economic significance or the content of the service or have a significant impact on Circleg's activities, the contract shall be adjusted appropriately. Insofar as such an adjustment is not economically justifiable, Circleg shall be entitled to terminate the contract, or the parts affected thereby. If Circleg wishes to terminate the contract, it must inform the Client immediately. In the event of termination of the contract, Circleg shall be entitled to payment for the parts of the services already performed. Claims for damages by the Client due to such termination shall be excluded.

## Art. 6 Scope of services

The services are exhaustively specified in Circleg's written order confirmation its annexes. Circleg shall be entitled to make any changes which lead to improvements in the services provided that these changes do not lead to a price increase.

## Art. 7 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.

Unless expressly agreed between the Parties, technical documents such as plans, models, drawings, drafts, brochures, catalogues, descriptions, illustrations and the like are not binding.

## Art. 8 Developments and intellectual property

All contents, information, documents, images, texts and illustrations published on this website and all Circleg documents and information provided to the Client ("Content") are the property of Circleg. The Client agrees 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.

All contents, information, documents, images, texts and illustrations which Circleg makes available to the Client shall be deemed to be confidential, shall remain the exclusive property of Circleg and may not be copied, reproduced or passed on to third parties in any way or used by the Client for any purpose other than the performance of the contract (see also Art. 25).

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.

All documents submitted by Circleg to the Client shall be reviewed within ten (10) working days, otherwise the documents shall be deemed approved.

#### **Art. 9 Prices**

Unless otherwise agreed, the prices stated in Circleg's tender shall apply, 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; Packaging costs, potential taxes, insurance, fees for export, transit, import and other permits, and transport costs shall be borne by the Client.

Circleg reserves the right to adjust the prices in case the raw material prices vary between the submission of the tender and the acceptance of the order. In addition, an appropriate price adjustment shall apply after the contract has come into force in case:

- The delivery time has been extended due to any reason stated in Clause 12;
- The nature or the scope of the agreed services has changed;
- The material and/or design of the deliverables has changed because any documents submitted by the Client were incorrect or incomplete; or
- The contract has been suspended for reasons for which the Client is responsible.

#### **Art. 10 Customs duties and import VAT etc.**

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. The Client shall bear all taxes, fees, duties, levies and the like which are levied under or in

connection with the contract, or shall reimburse them to Circleg in case Circleg is liable for them.

#### **Art. 11 Payment**

Payment is possible by bank transfer to Circleg's bank account. In exceptional cases Circleg accepts payments in USD, through bank transfer. In cases where Circleg accepts payments in other currencies the rate of exchange shall be the mid-rate of exchange published by the Swiss National Bank at the time of the payment. 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 Art. 11 shall entitle Circleg, without prejudice to its rights to damages, to suspend any outstanding deliveries or cancel the contract.

#### **Art. 12 Delivery; transfer of title and risk of loss**

Unless otherwise agreed, the delivery time indicated in the tender starts from receipt of payment of the full price and is for information purposes only. Although Circleg will make all commercially reasonable efforts to deliver the deliverables on the delivery date, a delay in delivery shall therefore not be the subject of any claims by the Client. The (indicative) delivery time is reasonably extended if information required by Circleg for the performance of the contract is not received in time, in case of a Force Majeure Event (see Art. 24) or if the Client or a third party is in default with their obligations.

Delivery is made on a CIP basis and at the cost of the Client who assumes all resulting risks. Unless otherwise stipulated by applicable law, title in the deliverables shall pass to the Client after Circleg has received full payment of the price. The risk of loss of or damage to the deliverables shall pass to the Client after delivery in accordance with the applicable Incoterms. If delivery is delayed at the request of the Client or for other reasons beyond Circleg's control, the risk of loss of and damage to the deliverables shall pass to the Client on the original delivery date. From this date onwards, the deliverables shall be stored and insured at the Client's expense and risk.

#### **Art. 13 Inspection and acceptance**

Deliveries shall be subject to final inspection by the Client on receipt at the place of delivery. Complaints due to damage, storage, errors during shipment or rejection of the delivery or any part thereof must be made in writing by the Client within fourteen (14) days of the date of receipt at the place of delivery or within such other or any other contractually agreed or statutory period, or such claims shall be waived and the deliveries shall be deemed to have been irrevocably accepted by the Client. The Client's sole remedy for such claims shall be the repair or replacement of the deliverables by Circleg. After the expiration of the fourteen (14) day period, all claims for defects shall be remedied in accordance with Art. 15.

Unless otherwise agreed in the contract, the costs in connection with inspections or tests of the deliverables shall be borne by the Client.

#### **Art. 14 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 Art. 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 Art. 12 by the Client.

#### **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. If the delivery is delayed due to reasons beyond Circleg's control, the warranty period shall end not later than 18 months after Circleg's notification that the deliverables are ready for delivery. 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 Limitation of Liability**

To the maximum extent permitted by law, Circleg excludes all liability 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. To the maximum extent permitted

by law, 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 Regulations applicable to the deliverables**

The Client shall, at the latest when placing the order, draw the attention of Circleg to the regulations applicable to the deliverables. Unless otherwise agreed, the deliverables shall comply with the regulations at Circleg's place of business.

#### **Art. 21 Data protection**

Circleg undertakes to process the personal data of the Client in accordance with the applicable data protection laws and Circleg's privacy policy (if you have questions or require more information about our privacy policy, do not hesitate to contact us).

#### **Art. 22 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 Art. 21.

### **Art. 23 Governing law and place of jurisdiction**

These GTC are subject to the laws of Switzerland with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), as amended, re-enacted or extended at the relevant time and the Parties hereby submit to the jurisdiction of the Courts of Zurich, Switzerland.

### **Art. 24 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:

- governmental actions, strikes, lockouts or other industrial action;
- 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;
- fire, explosion, storm, cyclones, hurricanes, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks or power outage; or
- pandemic or epidemic.

Circleg's obligations under the contract 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. 25 Confidentiality**

Any information which Circleg discloses to the Client in the context of the performance of the contract (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. 26 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. 27 Limitation of liability**

The aggregate liability of Circleg, for any claims arising out of or in connection with the sale or use of any deliverable 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 deliverable.

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. 28 Coming into force**

These GTC come into force on the 11th of November 2024.