

## General Terms and Conditions (GTC) of eyeQ Instruments AG

### Scope

For the use of this website as well as the business relations between eyeQ Instruments AG, Schaffhauserstrasse 121, 8302 Kloten, Switzerland and its customers, the following terms and conditions (GTC) apply when the website is called up or when ordering goods currently valid and valid version. A customer is any natural or legal person who maintains business relationships with eyeQ Instruments AG. The terms and conditions as well as the privacy policy may be amended from time to time. eyeQ Instruments AG asks you to read these regulations carefully each time you visit the website and every time you order goods.

These terms and conditions apply exclusively. Conflicting, complementary or divergent terms and conditions require express written confirmation by eyeQ Instruments AG in order to be valid. The customer confirms when using this website or when ordering goods to fully accept these terms and conditions, including terms of delivery and payment. If individual provisions of these GTC prove to be ineffective or unenforceable or become ineffective or unenforceable, this shall not affect the validity of the remaining provisions.

The operator of this website is eyeQ Instruments AG: [www.eyeQ-instruments.com/Impressum](http://www.eyeQ-instruments.com/Impressum)

### Prices

Unless otherwise stated, the price information of eyeQ Instruments AG includes VAT and copyright fees for electronic devices.

Shipping costs are, unless otherwise provided, additionally charged and are to be paid by the customer. These shipping costs are shown separately in the order process.

Subject to technical changes, errors and misprints except that eyeQ Instruments AG may make price changes at any time and without prior notice.

### Contract

The contract is concluded as soon as the eyeQ Instruments AG sends an order confirmation by email confirming the shipping of the ordered products or services.

Orders are usually delivered on invoice and if the goods are available. If, after the conclusion of the contract, the goods ordered are not or cannot be delivered in full, eyeQ Instruments AG is entitled to withdraw from the entire contract or from a contract part. If the customer's payment has already been received by eyeQ Instruments AG, the payment will be refunded to the customer. If no payment has been made, the customer will be released from the obligation to pay. eyeQ Instruments AG is not obliged to make any substitute deliveries in case of contract termination.

### Payment options and retention of title

EyeQ Instruments AG reserves the right to exclude customers from individual payment options or to insist on prepayment without giving reasons.

In the event of default of payment, eyeQ Instruments AG may charge default interest of 5% per annum and a reminder fee of a maximum of CHF 20.- per reminder.

The products delivered to the customer remain the property of eyeQ Instruments AG until full payment.

### Delivery, inspection, notification of defects and return

The deliveries will be sent by post, freight forwarder or courier service to the address indicated by the customer in the order. Invoicing will be done by email or by post. With the dispatch, use and risk are transferred to the customer, as far as this is legally permissible.

If the delivery is undeliverable or the customer refuses to accept the delivery, eyeQ Instruments AG may terminate the contract by e-mail to the customer by setting an appropriate notice period and charge the costs for the expenses.

The customer is obliged to check the delivered goods immediately after receipt of the delivery and to report any defects for which eyeQ Instruments AG warrants without delay by letter or email to the address in the imprint.

Returns to eyeQ Instruments AG are at the expense and risk of the customer. The customer must return the goods in its original packaging, complete with all accessories and together with the delivery note and a detailed description of the defects to the return address specified by eyeQ Instruments AG.

If the examination by eyeQ Instruments AG reveals that the goods have no identifiable defects or are not covered by the warranty or the manufacturer's guarantee, eyeQ Instruments AG may invoice the customer for the work, the return or the possible disposal.

### Installation, construction measures, commissioning

If it has been agreed that the installation will be carried out by eyeQ Instruments AG, the installation and commissioning will take place in coordination with the customer. The customer must ensure that the environment meets the technical, structural and other requirements for optimal use of the object of purchase. The customer undertakes to professionally carry out the power supplies, cables, lines, spatial changes, etc. necessary for the installation before starting the installation or to have them carried out at his expense. If the customer does not bring the premises in good time in the condition agreed with eyeQ Instruments AG, eyeQ Instruments AG is entitled to charge the customer for the resulting additional costs (working time, material, expenses). This also applies in particular if the installation cannot be carried out as agreed due to insufficient preparation of the premises by the customer. A delay in this work does not release the customer from his obligation to fulfill the contract.

### Support conditions

Are regulated separately in the individual service contracts

### Withdrawal

The exercise of the right of withdrawal leads to a reversal of the contract. The customer must return the goods in their original packaging within 10 calendar days / 14 days, complete with all accessories and together with the delivery note to the return address specified by eyeQ Instruments AG. Returns to eyeQ Instruments AG are at the expense and risk of the customer. Any payment already made will be reimbursed to the customer within 20 calendar days, provided that the eyeQ Instruments AG has already received the goods back or the customer can provide a proof of shipment.

eyeQ Instruments AG reserves the right to demand adequate compensation for damage, excessive wear or loss of value due to improper handling and to deduct the impairment from the purchase price already paid or to charge the customer.

In the following cases no right of revocation is granted:

- i. If the contract has a random element, namely because the price is subject to fluctuations over which the offerer has no influence.
- ii. If the contract deals with a moveable item which by its very nature is not suitable for return or can spoil quickly;
- iii. If the contract is for a movable thing, which is made according to the consumer's specifications or clearly tailored to personal needs;
- iv. If the contract relates to digital content and such content is not made available on a fixed medium or if the contract is to be fully complied with immediately by both parties;
- v. If the contract is for a service and the contract is to be fully fulfilled by the provider with the prior explicit consent of the consumer before the withdrawal period has expired.
- vi. In the areas of accommodation, transportation, food and beverage and recreational activities, when the contractor agrees to provide the services at a certain time or within a specified period of time.

### **Warranty**

eyeQ Instruments AG strives to deliver goods in perfect quality. In case of deficiencies that have been complained of in due time, eyeQ Instruments AG assumes the warranty for freedom from defects and functionality of the item purchased by the customer during the statutory warranty period of usually two years from the date of delivery. It is at the discretion of eyeQ Instruments AG to provide the warranty by free repair, equivalent replacement or by refund of the purchase price. Further claims are excluded.

The warranty does not cover normal wear and tear as well as the consequences of improper handling or damage by the customer or third parties as well as defects due to external circumstances. Likewise, the warranty for consumable and wear parts (such as batteries, batteries, etc.) is waived.

It is not possible for eyeQ Instruments AG to make any representations or warranties for the up-to-dateness, completeness and correctness of the data as well as for the permanent or undisturbed availability of the website, its functionalities, integrated hyperlinks and other contents. In particular, neither is guaranteed nor guaranteed that the use of the website does not violate rights of third parties that are not owned by eyeQ Instruments AG.

### **Liability**

eyeQ Instruments AG excludes all liability, irrespective of its legal basis, as well as claims for damages against eyeQ Instruments AG and any assistants and vicarious agents. In particular, eyeQ Instruments AG is not liable for indirect damages and consequential damages, loss of profit or other personal, property and pecuniary losses of the customer. Reserved remains a further mandatory legal liability, for example, for gross negligence or unlawful intent.

The eyeQ Instruments AG uses hyperlinks only for the simplified access of the customer to other web offers. eyeQ Instruments AG can neither know the content of this website in detail, nor assume any liability or other responsibility for the content of this website.

### **Data protection**

eyeQ Instruments AG may process and use the data included in the contract to fulfill the obligations arising from the purchase contract and use it for marketing purposes. The data necessary for the fulfillment of the service can also be passed on to commissioned service partners (logistics partners) or other third parties.

The further data protection regulations are available under the following link: [www.eyeQ-Instruments.com/Impressum](http://www.eyeQ-Instruments.com/Impressum)

### **Further instructions**

eyeQ Instruments AG expressly reserves the right to change these terms and conditions at any time and to put the announcement into effect.

In the event of disputes, only material Swiss law shall be used, excluding conflict of law rules. The UN Sales Convention (CISG, Vienna Sales Law) is explicitly excluded.

The jurisdiction is Kloten, as far as the law does not provide for mandatory jurisdiction.

### **Contact**

If you have any questions about these terms and conditions, please contact: [www.eyeQ-Instruments.com/Impressum](http://www.eyeQ-Instruments.com/Impressum)