GTCs

1 GENERAL

German translation with Deepl - German is considered the original language and in case of confusion it should be considered the correct language.

1.1 In business transactions between the Purchaser (Buyer) and Vetdrop Vertrieb AG (Seller), the following Terms and Conditions of Sale and Delivery shall apply exclusively to all our deliveries, services and offers, including future deliveries, services and offers. They are accepted by the buyer upon placing the order, but at the latest upon acceptance of the first delivery or service, and shall apply in the respective valid version for the entire duration of the business relationship. "Consumer" within the meaning of these General Terms and Conditions of Sale and Delivery is a natural person who, when concluding the contract, acts for a purpose that cannot be attributed to his commercial or independent professional activity. "Entrepreneurs" are natural or legal persons or partnerships with legal capacity, insofar as they act in the exercise of their commercial or self-employed professional activity, even if these can be attributed to the public sector.

1.2 Any deviating terms and conditions of the Buyer are hereby rejected; they shall not be deemed accepted even if the order is executed. Other agreements, in particular assurances, amendments and ancillary agreements shall only be effective if we expressly agree to them.

2 OFFERS AND ORDERS

2.1 Our offers, also in brochures, advertisements and the like, are always non-binding and subject to change, also with regard to price quotations and delivery periods. We reserve the right to make technical changes as well as changes in shape, color or weight within the scope of what is reasonable. If the Buyer is an entrepreneur, only the manufacturer's product description shall be deemed agreed as the quality of the goods. Public statements by the seller, the manufacturer or his assistants, in particular in advertising or labeling, about certain properties of the item do not constitute a contractual statement of the quality of the goods vis-à-vis entrepreneurs.

2.2 We request orders in writing. For small orders we charge a small quantity surcharge. Additional shipping costs will be incurred for deliveries of small orders. For details, please refer to our current price list.

2.3 The contract shall only be concluded upon our written or textual (e.g. by fax or e-mail) order confirmation; if no order confirmation is issued, the contract shall in any case be concluded by delivery with the contents of our invoice.

3 DELIVERY, DELIVERY AND PERFORMANCE DEADLINES

3.1 In the absence of a special agreement, the Buyer shall take delivery of ordered goods within 2 working days after they have been made available at the latest, unless dispatch has been agreed. In the case of goods in stock and sold from the Seller's warehouse, the goods shall be deemed to have been made available on the day of conclusion of the contract if the Seller has informed the Buyer that the goods are in stock.

3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover. If the goods are shipped, the risk shall already pass to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment, if the Buyer is an entrepreneur. If the Buyer is a consumer, this shall only apply if the shipment is made at his request. Shipment shall be effected at the Buyer's expense by freight, forwarding agency, mail and the same at our discretion from our works in Hamburg or from the warehouse of our branch offices. If a specific mode of shipment is specified to us, the resulting costs shall be charged to the Buyer even if we would normally deliver free to the receiving station.

3.3 If a delivery or performance period has been agreed, it shall commence on the date of conclusion of the contract, but not before we have received any agreed advance payment from the Buyer. The timely dispatch of the goods shall be sufficient for compliance with the delivery or performance period.

3.4 If obstacles beyond our control occur on our side, e.g. force majeure, sovereign interventions, export and/or import bans, labor disputes, the delivery or performance period shall be extended appropriately even if a delay in delivery or performance already exists. If such an impediment leads to a delay in performance of more than three months, the Buyer may withdraw from the contract after setting a reasonable grace period in accordance with Section 3.5. If delivery or performance becomes permanently impossible due to such events, we shall also be entitled to withdraw from the contract. In this case, claims for damages on the part of the Buyer shall be excluded; Clause 7 shall remain unaffected. In the event of a permanent impediment to performance, the Buyer shall also be entitled to withdraw from the contract. We shall inform the Buyer immediately of the impediment to delivery and, in the event of withdrawal, reimburse any counter-performance rendered without delay. These provisions shall also apply in the event of failure or untimely delivery by our own suppliers, provided that we are not responsible for the failure or delay.

3.5 If delivery dates or delivery periods are exceeded, the Buyer shall be entitled to withdraw from the contract if he has unsuccessfully granted us a reasonable grace period of at least 14 days. The grace period must be set in writing. Any further rights and claims of the Buyer shall be excluded unless the conditions of our liability according to Clauses 7.1 and 7.2 are fulfilled.

3.6 If the Buyer is not in a position to take delivery of the goods within 2 working days after they have been made available (cf. clause 3.1) for reasons for which he is responsible, default of acceptance and transfer of the risk of performance shall occur as soon as we have notified the Buyer that the goods have been made available (cf. clause 3.1).

3.7 In the event of transport damage, obvious defects must be reported to the bearer in writing immediately after delivery. For entrepreneurs, the further provisions in clause 4.1 shall also apply accordingly. The special defect notification regulations of the bearer of the goods shall be observed. The notification shall be sent to us without delay together with a damage report.

3.8 In the case of custom-made products on special instructions of the Buyer, the Buyer shall assume all consequences which may result from an infringement of third party property rights, in particular the Buyer shall immediately indemnify the Seller against any claims of third parties.

4 NOTICE OF DEFECTS AND WARRANTY

4.1 If the Buyer is an entrepreneur, obvious defects must be reported to us in writing immediately after delivery of the goods and visible defects must be reported to us in writing immediately after the goods have been inspected without delay. Concealed defects must also be reported to us in writing immediately after their discovery. If the Buyer is not an entrepreneur, obvious defects shall be notified to us in writing within 2 weeks after delivery or performance at the latest; it shall be sufficient to send the notification within the period.

4.2 In the event of a defective delivery or service, we shall, at our discretion, repair the delivery or service or replace it with a defect-free delivery or service if the Buyer is an entrepreneur. If the Buyer is a consumer, he shall have the right to choose between rectification of the defect and delivery of a defect-free item. We may refuse the type of subsequent performance chosen by the Buyer if it is only possible at disproportionate cost. If the other type of subsequent performance is also only possible at disproportionately high cost, we may also refuse this. We shall also have the right to refuse subsequent performance as a whole vis-à-vis Buyers who are entrepreneurs. 4.3.

4.3 If the Buyer is an entrepreneur, he shall return the delivery to us at his own expense and risk in order to remedy the defect. In no event shall we be liable for any costs arising from the fact that the object of sale was taken to a place other than the place of performance. At our discretion, we may also remedy the defect at the Buyer's premises.

4.4 If the Buyer is an entrepreneur, our liability for third-party products shall be limited to the assignment of the claims to which we are entitled against the supplier of the third-party products, provided that we make available to the Buyer at the time of assignment all information known to us about the supplier which enables the Buyer to assert the claim.

4.5 In the event of final failure of the repair or the replacement delivery or replacement service or in the event of refusal of subsequent performance due to disproportionate costs in accordance with clause

4.6, the Buyer may choose between a reduction of the remuneration (abatement) or withdrawal from the contract. In the event of only minor defects, the Buyer shall not be entitled to withdraw from the contract.

4.7 If the Buyer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect, irrespective of the provisions in Clauses 7.1 and 7.2. If he chooses compensation for damages after failed subsequent performance, the goods shall remain with him if this is reasonable for him. In this case, the claim for damages shall be limited to the difference between the purchase price and the value of the defective item if the Buyer is an entrepreneur. This shall not apply if we have fraudulently caused the breach of contract.

4.8 If the Buyer is an entrepreneur, we shall only be obliged to supply defect-free assembly instructions in the event of defective assembly instructions, and this only if the item was not assembled without defects.

5 WARRANTIES

5.1 We grant the end customer a warranty within the framework of the warranty conditions applicable at the time of conclusion of the purchase contract. These result from the provisions in the instructions for use belonging to the product and the warranty conditions (available on the Internet) to which reference is made in the instructions for use. Further guarantees are not granted to the end customer. The warranty rights of the end customer vis-à-vis its seller shall remain unaffected by the provisions of the warranty.

5.2 We grant a warranty to resellers in accordance with the provisions of Section 5.2: The duration of the warranty from the date of purchase is specified in the instructions for use belonging to the product or corresponding documents of the purchase contract. In the case of products which, according to the labeling, have a shelf life, the warranty ends with the expiration of the expiration date. The warranty claim expires with the resale of the goods. Minor external defects that do not affect the use of the product in any way do not trigger warranty claims. Excluded from the warranty are defects caused by improper storage and handling, incorrect operation, unauthorized third-party intervention or force majeure. In the case of a wrong delivery or in the case of incorrect advice proven by the end customer, no warranty claim is given. Instead, the reseller shall refund the purchase price to the end customer against return of the product. If an end customer asserts a product defect against a reseller, the reseller shall verify whether a defect actually exists. For statistical reasons, the reseller must record all defects asserted against him and, for processing purposes, record them individually in such a way that they can be assigned to individual transactions.

6 PRICES AND PAYMENTS

6.1 The prices in our price lists valid at the time of conclusion of the contract shall apply. If the Buyer is an entrepreneur, we shall be entitled to pass on to the Buyer any additional charges (e.g. new or increased customs duties, taxes, other levies, freight increases, etc.) occurring after conclusion of the contract.

6.2 Payment shall be made in cash without any deduction immediately upon receipt of the invoice, unless the Buyer is expressly granted a different term of payment. After expiry of a period of 14 days, the Buyer shall be in default of payment. The receipt of payment by the seller is decisive for the timeliness of performance. Payment must be made by bank transfer, quoting the customer and invoice number, to the account specified in the invoice. Transfer charges and taxes on bills of exchange shall be borne by the Buyer.

6.3 Offsetting is only permitted with undisputed or legally established counterclaims. If the Buyer is an entrepreneur, the assertion of rights of retention and/or other rights to refuse performance shall only be permissible with undisputed or legally established counterclaims and only if these are based on the same contractual relationship.

6.4 If the Buyer is an entrepreneur, we shall be entitled to suspend delivery or, at our discretion, to demand immediate advance payment of all claims, including deferred claims, even if they are not due, in the event of default in payment or if there is a justified concern of a significant deterioration in the Buyer's financial situation which jeopardizes our claim or in the event of the Buyer's insolvency. If the buyer does not comply with the demand for advance payment or provision of security within a reasonable period to be set by us, we shall be entitled to withdraw from all contracts. Furthermore, we shall be entitled to charge the Buyer for the costs incurred by us as well as for the damage incurred.

6.5 For all returns, whether for exchange or credit, which are due to an incorrect order or to reasons for which we are not responsible, the Buyer may be charged a handling fee, namely 3% of the net value of the goods, but not less than € 15.50.or Sfr 16.

6.6 Consumables, especially TDA cartridges, are excluded from exchange.

6.7 The seller is entitled to assign the claims to third parties, e.g. factoring companies.

7 LIABILITY

7.1 We are liable for damages of the buyer only in case of intent or gross negligence. If we violate an essential contractual obligation, we shall also be liable if we are only guilty of slight negligence. Essential contractual obligations are all contractual obligations the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. If the purchaser is an entrepreneur, our liability in the case of slight negligence shall be limited to the foreseeable damage typical for the contract according to the type of goods. The above provisions shall also apply in the event of fault on the part of our legal representatives or vicarious agents.

7.2 The above limitations of liability shall not apply to claims arising from product liability. They shall also not apply in the event of bodily injury or damage to health attributable to us, loss of life, fraudulent concealment of a defect or in the event of an assumed guarantee of quality.

7.3 Claims for damages due to a defect shall become time-barred one year after delivery of the goods. This shall not apply if we can be accused of fraudulent intent or in the case of clause 7.2.

8 RESERVATION OF TITLE AND SECURITY RIGHTS

8.1 The delivered goods shall remain our property until the purchase price has been paid in full. If the Buyer is an entrepreneur, the delivered goods shall remain our property until all claims, including future claims, arising from the business relationship with the Buyer have been satisfied, including the expiration of all liabilities that have been established in connection with the business relationship. The inclusion of individual claims in a current account or the drawing of a balance and its recognition shall not cancel the reservation of title. In this case, the reserved property shall be considered as security for the balance claim. The retention of title shall expire upon settlement of this balance claim.

8.2 The Buyer shall treat the reserved goods with care and maintain them. If the buyer is an entrepreneur, he is obliged to inform us immediately of any access of third parties to the goods, e.g. in case of seizure, as well as of any damage to or destruction of the goods. Pledges and transfers of ownership by way of security of the reserved deliveries shall not be permitted as long as the reservation of title exists in accordance with clause 8.1. If the purchaser is an entrepreneur, he may only sell them in the ordinary course of business. This right shall end without further ado if an application for insolvency is filed against the Buyer's assets or if sequestration is ordered. The Buyer shall notify us without delay of any change in ownership of the reserved goods and of any change in its place of business. If the Buyer is not an entrepreneur, he shall notify us of a change of residence as long as the retention of title exists in accordance with clause 8.1.

8.3 The Buyer hereby assigns to us in advance, by way of security, the full amount of the claims to which it is entitled from the sale, together with all ancillary rights, until all our claims from deliveries and services pursuant to clause 8.1 have been settled in full. If the Buyer includes the claim in a current account relationship existing with his customers, the current account claim shall be assigned in full. After balancing, the acknowledged balance shall take its place, which shall be deemed to have been assigned up to the amount of the original current account claim. The buyer shall remain entitled to collect these claims as long as he fulfils his obligations towards us and we have not objected to the collection by the buyer. We shall be entitled to revoke the collection authorization in the event of justified interests, in particular in the event of default in payment, cessation of payment, filing of an application for insolvency of the Buyer's assets or justified indications of over-indebtedness or imminent insolvency of the Buyer. In addition, we shall be entitled to disclose the assignment by way of security after prior warning and observance of a reasonable period of time, to realize the assigned claims.

8.5 In the event of any breach of contract by the Buyer, in particular in the event of default in payment, but also in the event of imminent suspension of payments, insolvency or negative information indicating a significant deterioration in the financial situation of the Buyer, we shall be entitled to demand the surrender of the reserved goods and/or to withdraw from the contract after setting a deadline; the Buyer hereby irrevocably and unconditionally gives its consent to the surrender. The same applies if execution, bill of exchange or check protests against the buyer occur. The demand for surrender shall not constitute a declaration of rescission unless this is expressly stated.

8.6 If the realizable value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security rights at the Buyer's request. It shall be presumed that these conditions are fulfilled if the estimated value of the securities to which we are entitled reaches or exceeds 150% of the value of the secured claims. The purchaser shall be entitled to choose between different security rights in the event of release.

8.7 The processing of the goods by the Buyer shall always be carried out in our name and on our behalf. If processing is carried out with items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods delivered by us to the other processed items. The same shall apply if the goods are mixed with other objects not belonging to us.

not belonging to us.

9 DATA STORAGE

The Buyer is informed that all data relating to him from the business relationship, including personal data within the meaning of the Federal Data Protection Act, will be stored within the framework of our electronic data processing and will be passed on exclusively to commissioned service providers within the framework of order processing.

10 PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

Place of performance for delivery and payment is Thundorf. Swiss law shall apply with the exception of the conflict of laws. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. The exclusive place of jurisdiction in dealings with merchants, legal entities under public law or special funds under public law is Thundorf. However, we shall also be entitled to bring an action at any other statutory place of jurisdiction.

11 FINAL PROVISIONS

Should individual provisions of these terms and conditions be or become void, invalid and/or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. Void, invalid and/or unenforceable provisions shall be replaced by such valid and enforceable provisions that come as close as possible to the intended economic purpose. The same shall apply if these terms and conditions should contain a loophole. The German version of these terms and conditions shall be authoritative. Versions in other languages are merely translations.

MAINTENANCE & WARRANTY

FAN FOLLOW-UP

After using the Vetdrop TDA system, the unit fan will continue to run automatically based on temperature. Do not turn off the unit power switch until the fan run is complete.

CLEANING THE FILTERS

Remove the two coarse dust filters every 14 days and wash them thoroughly with water without additives. Then replace them in their original position as soon as they are completely dry.

CLEANING THE SURFACES

Your Vetdrop TDA system is made of high quality materials and should be well cared for to keep it in optimal condition. Be sure to do the following:

- Avoid contact with chemicals such as alkaline solutions and acids.

- Do not use abrasive agents when cleaning surfaces.

- Clean the surfaces of the Vetdrop TDA System with a slightly damp microfiber cloth.

CHANGING THE DEVICE FUSES

If it is necessary to change the fuse of the Vetdrop TDA System, first switch off the device, disconnect it from the mains and wait 30 min. The fuses of the TDA System can be found on the rear of the device above the plug input.

- Press the two tongues of the fuse holder together and pull out the holder.

- Replace the defective fuses (Art.No.: 151248).

Push the holder with the new fuse back into the device.

REPLACEMENT OF THE ADS CONTAINER

The ADS container (adsorption system) filters the nitrogen from the ambient air. Depending on the amount of filtering, the container may need to be replaced periodically.

WARRANTY

- From the date of purchase, you will receive a 1-year warranty for defects resulting from material or manufacturing defects. Defects covered by the warranty will be repaired under the terms of our warranty.

- Vetdrop expressly does not grant any warranty if the operator endangers the function of the device due to non-observance of these instructions for use, improper handling, improper use, lack of maintenance or third-party intervention. In these cases, liability is transferred to the operator.

- Transportation to and from the site in the event of repairs not covered by the warranty shall be borne by the customer.

- If you have any questions or suggestions regarding Vetdrop products, please contact Vetdrop Customer Service.