



GTC VitalAire Switzerland

1. REGULATIONS YOU SHOULD HAVE HEARD ABOUT VIA OUR TERMS AND CONDITIONS OF USE ON THE "vitalaire.ch" PORTAL

- a. These agreements form the essential terms and conditions of use between you, the user (whom we shall refer to as "you", "your" or also "Customer"), and us, VitalAire Schweiz AG, Waldeggstrasse 38, 3097 Liebefeld .
- b. Our webshop allows you to purchase products that can support you in your care and therapies.

2. THINGS THAT WE REGULATE OR THAT FALL WITHIN OUR DOMAIN OF RISK

- a. We reserve the right, without giving prior notice, to change, modify, substitute or discontinue any service or information featured on the website.
- b. We make no guarantees that the website or its services are free of malware or other elements that could damage technology. However, we naturally observe the data security and protection issues to which we are subject. Therefore, you can be confident that we diligently pursue these commitments.
- c. Although we attempt to provide constant access to the services and the website, access to the website may be suspended, restricted or terminated at any time. Your access to the website and/or services may also occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will try to restore this access as soon as reasonably possible. We also reserve the right to block and/or modify access or remove any material that we consider to be in breach of this agreement.

3. USE OF OUR SHOP

- a. The representations of our products in our shop are non-binding and therefore do not entail a binding offer from us.
- b. You can select products from our range and add them to a virtual shopping cart that we hold for you by clicking on the button "Add to shopping cart".
- c. You must then use the "Checkout" button to identify yourself with your user profile, unless you have already logged in beforehand.
- d. You shall of course retain all rights to your saved data and the configured content within the course of your order. You may also choose to delete all data at any time, provided that doing so does not conflict with any legal requirements for data retention.
- e. Before sending your order, you can change and view the data at any time. Payment takes place on account. By clicking on the button "order with obligation to pay", you agree to these contractual conditions and place an order against payment. The payment term for purchase on account is 60 days.
- f. We will send you an automatic order confirmation via email in which your order is listed again.
- g. The automatic order confirmation merely documents that we have received your order. It does not, however, constitute an acceptance of your request.
- h. Otherwise, the following applies. The contract shall only be concluded by our express issuance of the declaration of acceptance. This shall be issued at the latest with the dispatch of the goods.

4. DELIVERY AND AVAILABILITY OF PRODUCTS

- a. If the product is permanently or temporarily unavailable, we shall refrain from issuing a declaration of acceptance. A contract shall not be concluded in this case.
- b. The choice of the shipping route and the shipping method is at our discretion. In the event of delays in delivery due to force majeure or other events for which we are not responsible, we may postpone delivery for the duration of the hindrance in question.
- c. If you purchase a product from our shop and subsequently wish to return or cancel it, the 14-day right of withdrawal shall generally apply. Please send the products back to us at your own expense. For more information on your right of withdrawal, please see below.
- d. Sterile packed products may not be exchanged. (see right of withdrawal)

5. OWNERSHIP OF THE PRODUCTS

- a. The ordered products shall become the property of the buyer after receipt of payment.

6. GUARANTEE

- a. We shall be liable for material defects in accordance with the statutory provisions applicable in this respect. If the items we deliver exhibit obvious material or manufacturing defects, which also includes transport damage, please complain about such defects immediately to us or to the delivery company employee who delivers the items. Failure to make this complaint shall have no consequences for your legal claims, however.
- b. Should products supplied during the therapy period be defective and the possibility to use them is restricted by this, we or, if applicable, your health insurance company can repair or replace them. To have them replaced, please contact our customer service by telephone, the number for which can be found on our website vitalaire.ch.
- c. We of course provide you with a statutory guarantee for the products we deliver.

7. OUR LIABILITY IN PARTICULAR

- a. Your claims for damages are excluded. Exempted from this are claims for damages arising from injury to life, limb or health or from the breach of essential contractual obligations (cardinal obligations) as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Essential contractual obligations are those whose fulfilment is necessary to achieve the objective of the contract.
- b. In the event of a breach of essential contractual obligations, we shall only be liable for the foreseeable damage that typical of the contract if this was caused by simple negligence, unless the damage is a claim for damages by the Customer arising from injury to life, limb or health.
- c. The restrictions of 7a and 7b shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.
- d. The provisions of the Swiss Product Liability Act remain shall unaffected in this regard.



8. OTHER

- a. Should any provision of this contract be entirely or partially unlawful, void or unenforceable, then this provision shall be severed and the validity and enforceability of any of the remaining provisions of this contract shall remain unaffected thereby. This contract is governed by Swiss law.

Right of withdrawal

Right of withdrawal for consumers

Right of withdrawal of the Customer as a consumer:

Consumers are entitled to a right of withdrawal in accordance with the following provision, whereby a consumer is any natural person who concludes a legal transaction for purposes that can predominantly be attributed to neither their commercial nor their self-employed professional activity:

Withdrawal instruction

You have the right to withdraw from this contract within fourteen days without giving reasons.

The withdrawal period is 14 days from the day on which you or a third party named by you who is not the employee of the delivery company have taken or have taken possession of the goods.

To exercise your right of withdrawal, you must inform us:

VitalAire Switzerland AG
Waldeggstrasse 38, 3097 Liebefeld
Email: info@vitalaire.ch

of this by means of a clear statement (e.g. a letter sent by post or email) regarding your decision to withdraw from this contract, You can use the attached sample withdrawal form for this purpose...

Consequences of withdrawal

If you revoke this Contract, we will reimburse you immediately and no later than fourteen days from the date on which we received notice of your withdrawal of this Contract for all payments we have received from you, including delivery charges (other than additional charges arising from your choice of a method of delivery other than the cheapest standard delivery offered by us). We shall use the same means of payment that you used in the original transaction for the repayment, unless expressly agreed otherwise with you; in no event shall charges be levied to the Customer for such repayment.

We may refuse the refund until we have received the returned goods in flawless condition or until you have provided evidence that you have returned the goods, whichever is earlier.

You must return or hand over the goods to us immediately and in any case within fourteen days of the day on which you notify us of the withdrawal from this Contract at the latest. This period shall be deemed to have been observed if you dispatch the goods before the expiry of the fourteen-day period.



You shall bear the direct costs of returning the goods. The consumer shall pay for a loss in value of the goods if the loss in value is attributable to handling of the goods which was not necessary for testing their condition, properties and functionality.

Exclusion of withdrawal

Withdrawal is excluded for the following: delivery contracts for goods that are not prefabricated and for whose production an individual selection or determination by the consumer is essential or which are clearly tailored to the personal needs of the consumer; delivery contracts for sealed goods that are not suitable for return due to health protection or hygienic reasons.

Sample Withdrawal Form

(If you wish to revoke the contract, please complete and return this form).

To: VitalAire Switzerland AG
Waldeggstrasse 38, 3097 Liebefeld
Email: info@vitalaire.ch

I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/the provision of the following service (*)

Ordered on (*)/received on (*)

Name of the consumer(s)

Address of the consumer(s)

Signature of the consumer(s) (only in the case of notification on paper)

Date

(*) Delete as applicable.