



GENERAL TERMS AND CONDITIONS

METASYS Medizintechnik GmbH

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Scope and General Provisions

These General Terms and Conditions (GTC) apply to all deliveries, services, and offers by METASYS Medizintechnik GmbH (hereinafter referred to as "METASYS"). METASYS conducts all transactions solely based on these GTC, unless otherwise agreed upon in writing by both parties. These GTC apply exclusively to legal transactions between businesses (B2B). Any customer terms and conditions that deviate from or add to these GTC are not applicable unless expressly accepted in writing by METASYS.

Validity of Offers

METASYS shall remain bound by its offers for one month from the date of issue. A contract shall only come into effect upon written order confirmation by METASYS or execution of the order.

Price Commitment and Discounts

All prices are quoted in Euro (EUR) and exclude value-added tax (VAT). Prices are based on ex works in Rum near Innsbruck (EXW as per Incoterms 2020), packed, uninsured, and not cleared for customs. A minimum net order value of EUR 150.00 applies. This order value is considered the minimum; exceptions exist for deliveries to end customers (consumers) and warranty-related orders. Customers generally do not have the right to return goods. If METASYS agrees to accept a return without a legal obligation, the value of the goods, minus a handling fee of 5% of the purchase price (minimum EUR 10.00), will be credited to the buyer for future purchases. Credit claims will expire after one year.

Terms of Payment

Invoices are payable according to the agreed terms. Subject to agreement, invoices may be paid in installments/partial payments. METASYS reserves the right to deliver only against advance payment or cash on delivery. For orders canceled less than two weeks before the confirmed delivery date, METASYS shall be entitled to charge a cancellation fee amounting to 20% of the net order value. METASYS further reserves the right to claim any higher actual damages incurred. Orders for custom-made products cannot be canceled under any circumstances.

Retention of Title

METASYS retains title to all goods delivered until the purchase price has been paid in full. The Customer may resell goods subject to retention of title in the ordinary course of business. To secure METASYS's purchase price claim, the Customer hereby assigns to METASYS all claims arising from such resale against the subsequent purchaser, including claims arising from processing or transformation of the reserved goods, up to the amount of the outstanding purchase price. METASYS accepts this assignment. The Customer shall either notify the subsequent purchaser of the assignment as security or record the assignment in its accounting records; if recorded, the Customer shall provide METASYS with a monthly open-items list. At METASYS's request, the Customer shall disclose the assigned claims and the identity of the respective debtors and shall provide all information and documentation necessary for collection. The Customer is not entitled to pledge, assign, or otherwise encumber goods subject to retention of title. In the event of seizure or other third party intervention, the Customer shall inform the third party of METASYS's ownership rights and notify METASYS immediately.

Warranty and Guarantee

Warranty: The statutory provisions applicable to B2B transactions (§§ 377 et seq. of the Austrian Commercial Code – UGB) apply. Defects must be reported in writing without delay, and no later than 7 working days after receipt of the goods. The warranty period is 12 months from delivery.

Guarantee: In addition to the statutory warranty, METASYS offers a product-dependent guarantee of 12 to 36 months for material defects that significantly impair the device's functionality (the guarantee period varies according to the applicable price list).

The guarantee excludes damages resulting from improper handling and normal wear and tear. It does not cover the replacement of parts such as amalgam collection containers, fragile components (e.g., glass, plastic, hoses, filters, condensate filters, or membranes), and does not include any labor or travel costs. To assert guarantee claims, the installation proof accompanying the device must be returned to METASYS immediately after proper installation. The guarantee period commences upon commissioning. If the installation proof is not submitted to METASYS, all guarantee claims will be void. Installation and submission must occur within 24 months from the date of sale by METASYS.

Guarantee claims will also lapse if any of the following conditions occur, regardless of whether they take place at the customer's, METASYS's, or a subsequent owner's or operator's location:

- Improper installation, operation, maintenance, or transport of the device. For necessary returns of METASYS parts, the original METASYS packaging must be used. Before packaging the METASYS device for transport, it must be cleaned and disinfected. Any openings from which residual liquids could escape must be sealed.
- Installation and submission of the installation report are not completed within the above-mentioned 24-month period.
- Failure to submit the installation proof to METASYS.
- Installation and use of non-original METASYS parts.
- Installation of the device by personnel not trained or authorized by METASYS.
- Repairs carried out by unauthorized workshops / dealers.
- Damage caused by improper handling or operation, use of unauthorized cleaning or disinfecting agents, use of non-original spare parts, or violation of the operating instructions.
- Failure to comply with the prescribed maintenance intervals. Maintenance must be performed 11–12 / 23–24 / 35–36 months after installation of the respective METASYS part.
- Missing entries in the device documentation regarding installation and prescribed servicing by technicians trained by METASYS.
- Failure to take reasonable immediate measures to prevent further damage in the event of a malfunction.
- Submission of devices or device parts to METASYS without proper accompanying documentation, especially without a fault description or invoice proving purchase of the device.

Failure to provide visual material (photo, video clip, etc.) of the complained-about METASYS part, the installation situation, and the installation environment.

The customer may demonstrate that the omitted action was not causally linked to the incurred damage.



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METASYS reserves the right to request device documentation to verify maintenance intervals when guarantee claims are made. Guarantee claims will be processed following this procedure:

In case of malfunctions, only authorized technicians may open the devices. The affected component should be removed, cleaned, and sent to METASYS unopened, at the customer's expense. METASYS will determine if a guarantee case exists. If economically feasible, METASYS will repair the device or component; otherwise, the customer will bear the repair costs, except for replacement parts covered by the guarantee. Sending the device or component constitutes a repair order to METASYS. For repair quotations on returned devices, a handling fee as specified in the applicable price list (item number 115000003) will be charged if the guarantee period has expired or if no guarantee case exists. An inspection fee, as noted in the price list (item number 115000004), may be applied for product inspections. When sending devices or components, a fault description with all relevant device information must always accompany the return form available at <https://www.metasys.com/return-form/?lang=en>.

The customer may perform advance services only after consulting METASYS. Only the affected component (smallest possible unit) should be sent. If intact but contaminated parts are sent without technical need, METASYS may dispose of them without compensation. Replacement parts will only be delivered upon a separate order and invoicing. In all cases, METASYS reserves the right to settle the guarantee claim by issuing a credit note or providing new parts, without necessarily conducting repairs. Guarantee services do not extend or trigger a new guarantee period. The guarantee period for installed replacement parts ends concurrently with the original device's guarantee period. The customer agrees to inform their own clients about the terms and conditions regarding guarantee processing. The customer's statutory warranty rights remain unaffected.

METASYS commits to ensuring spare part availability for affected products for five years after serial production has ceased.

Limitation of Liability

METASYS shall only be liable for damages in cases of intent or gross negligence. Liability for other cases of negligence is excluded. The limitation of liability shall not apply to damages resulting from injury to life, body, or health (personal injury) for which METASYS is liable under statutory provisions (including slight negligence). To the extent legally permissible, liability for consequential damages, pure financial losses, loss of profit, and damages arising from third-party claims is excluded.

Disposal of Waste Electrical Equipment

The supplied devices are B2B products and are not intended for private household use. The customer undertakes to dispose of the devices at its own expense in accordance with applicable legal provisions (EU directives and national regulations) after the end of their useful life. The customer shall fully indemnify and hold harmless METASYS against the take-back obligation pursuant to § 10 EAG-VO and any related third-party claims. If the devices are passed on, the customer shall impose this disposal obligation on its purchaser.

Data Protection and Confidentiality

METASYS processes the customer's personal data (including name, address, and contact details) for contract fulfillment in compliance with GDPR regulations. The customer agrees to treat all business secrets disclosed during the business relationship, including dealer-specific pricing and technical documents, as strictly confidential and not to disclose them to third parties. This obligation remains in effect even after the termination of the business relationship.

Export Control

Performance of the contract is subject to the condition that no obstacles arise from national or international foreign trade regulations (e.g., embargoes, sanctions lists). The customer is solely responsible for compliance with all export and re-export regulations when reselling the products. If the product is a medical device, the customer may distribute or operate it only in countries where the necessary approvals have been obtained.

Jurisdiction and Applicable Law

Austrian law shall apply exclusively, excluding the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG). The court with subject-matter jurisdiction for 6063 Rum / Innsbruck shall have exclusive jurisdiction for all disputes arising out of or in connection with this contract.

Severability Clause

Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic purpose of the invalid provision.