

# **General Terms and Conditions of Business and Delivery (GTC)**

**Effective from: 01 July 2025**

**Scope: Republic of Austria**

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## **1. General Provisions**

All our deliveries and services are provided exclusively on the basis of these General Terms and Conditions of Business and Delivery. Deviating provisions, in particular the customer's general terms and conditions, shall only apply if we expressly agree to their validity in writing.

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## **2. Conclusion of Contract**

Our offers are non-binding and subject to change. Prior sale remains reserved. A contract is only concluded through our written order confirmation or through actual delivery and invoicing.

Illustrations, drawings, dimensions, weights, performance and consumption data are approximate and non-binding unless expressly designated as binding.

Changes that serve technical progress remain reserved.

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## **3. Software**

The license terms of the respective manufacturer apply to software deliveries.

The customer undertakes:

- Not to reproduce or distribute without our written consent,
- In the event of contract termination, to immediately destroy or return all copies and documentation.

Errors that do not significantly impair the contractual use do not constitute a defect. Updates may be provided free of charge or for a fee.

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## **4. Terms of Payment**

The prices valid at the time of contract conclusion apply.

For deliveries made more than three months after contract conclusion, we reserve the right to adjust prices. We are entitled to change the price at our reasonable discretion to reflect the impact of changes in the total costs associated with our service. Examples of cost elements that influence the price of our delivered devices include material shortages, general administrative and other overhead costs.

All payments are due immediately upon invoicing, net without deductions, unless otherwise agreed in writing.

In the event of late payment, default interest of 9.2 percentage points above the base rate pursuant to § 456 UGB (for entrepreneurs) applies.

If there are justified doubts about the customer's creditworthiness (e.g., payment delays,

protests), we are entitled to make deliveries only against advance payment or provision of security or to withdraw from the contract.

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## **5. Delivery**

Delivery deadlines are only binding if expressly confirmed in writing.

Cases of force majeure or unforeseeable operational disruptions entitle us to a reasonable extension or cancellation of our delivery obligation.

In the event of culpable delivery delays, the buyer is entitled to claim a flat-rate compensation of max. 5% of the net order value. Further claims for damages are excluded.

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## **6. Transfer of Risk**

The risk of accidental loss or deterioration passes to the buyer upon handover to the transport company (including post or rail).

Transport insurance will be taken out upon request and at the buyer's expense.

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## **7. Retention of Title**

The goods remain our property until full payment of all claims.

Resale is only permitted in the ordinary course of business. In this case, the buyer hereby assigns their claim against the third party to us.

In the event of payment default, we are entitled to reclaim the reserved goods without this constituting a withdrawal from the contract.

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## **8. Warranty**

The statutory warranty provisions apply. For entrepreneurs:

- Obvious defects must be reported in writing within 14 days,
- The warranty period is 12 months from delivery.

If the complaint is justified, we are entitled to rectification or replacement delivery. If both fail, the buyer may demand a price reduction or withdraw from the contract.

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## **9. Liability for Damages**

Claims for damages – regardless of the legal basis – are excluded unless we are guilty of intent or gross negligence.

This applies in particular to indirect damages, loss of profit or data loss, unless a specifically guaranteed feature is missing or data recovery is possible with reasonable effort.

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## **10. Right of Return**

A right of return exists only if expressly agreed in writing.

Returns must be made in original packaging, undamaged and at the buyer's cost and risk.

Software is excluded from the right of return.

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## **11. Place of Performance, Jurisdiction and Applicable Law**

The place of performance for delivery, service and payment is Hollabrunn.

For all disputes arising from or in connection with this contract, including its validity, the District Court of Hollabrunn shall have exclusive jurisdiction, where legally permissible. intros Medical GmbH reserves the right to assert claims against the buyer at the buyer's registered office.

Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

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## **12. Data Protection**

The buyer agrees to the storage, processing, and use of personal data within the scope of the business relationship in accordance with the GDPR and the Austrian Data Protection Act (DSG).

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## **13. Severability Clause**

Should individually provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

In place of the invalid provision, a provision that most closely reflects the intended economic purpose shall apply.

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