GENERAL TERMS AND CONDITIONS

1. **Applicability of the general terms and conditions**
   The following General Terms and Conditions – hereinafter referred to as GTC – form the basis of all of our business relationships. Other terms and conditions of customers are hereby expressly rejected. Should these General Terms and Conditions refer to consumers, the relevant provisions only apply to consumers, but not to entrepreneurs and/or resellers. The provisions of these GTC apply insofar as there are no mandatory provisions (e.g. for consumers) to the contrary. Should a provision of these GTC be invalid in full or in part in terms of content, all other provisions remain unaffected thereby. In lieu of the invalid provision, one of the economically closest provisions is deemed to be agreed.

2. **Offer – cancellation/rescission**
   All offers are subject to confirmation and do not lead to an obligation on our part to perform a service.

   The cancellation of an order is only valid with PonteMed's express written consent. In case of an approved return of goods, up to 20% of the order value may be charged as expense compensation. Special orders and items which have already been used are excluded from the right of rescission. In the case of delivery of equipment without transfer of ownership, the collection period is 4 weeks from written receipt of the notification of collection, for whatever reason. After expiry of the period, immediate collection shall be granted.

3. **Retention of title**
   The delivered goods shall remain the unrestricted property of PonteMed and are subject to its right of disposal until full settlement of all liabilities arising from the business relationship, in particular until full payment of the purchase price, including any current account balance. In case of third party attachments, the customer must immediately inform PonteMed in writing and, in case of imminent danger, also by telephone. The assertion of the retention of title by PonteMed does not represent any rescission of the contract.

4. **Delivery – transportation – transfer of risk**
   Our information on delivery times are considered approximate and are not binding. Claims of the customer for damages due to late fulfilment are excluded. PonteMed reserves the right to organise delivery via third parties.

   PonteMed takes out transport insurance for every delivery it organises. Objections due to damage during transport-tation must be notified to the transportation company and PonteMed by the customer immediately. Any liability on the part of PonteMed for late delivery is excluded. Dead freight charges are borne by the customer. The customer bears any forwarding expenses, unless otherwise agreed.

5. **PelviPower® System – operation and rights**
   With the PelviPower® System, PonteMed provides a training, that is designed for neuromusculature stimulation and strengthening of the pelvic floor. The provided standard training programs, applications and training packages are non-binding and always amendable suggestions to the respective customer (therapist / user), who are individually free to deviate from them at any time and to choose and use other settings. The PelviPower® system can include both fitness equipment and medical devices. It is the responsibility of the Customer to ensure that it is operated by persons who are legally authorized and trained to do so in accordance with the relevant national regulations. The current operating instructions and training documents must always be observed. The respective customer (therapist / user) is the direct contractual partner of the respective client for the training, even if the customer (therapist / user) uses equipment or services, provided by PonteMed, such as devices, IT-customer management, payment or booking systems.

   The software system provided by PonteMed may also process data which are assessed as personal data. The Customer, undertakes to comply with all relevant data-related regulations and to provide the required declarations from his side in writing at any time upon request.

   Use and remote access to the entire system related software are limited exclusively to the delivery location of the PelviPower® magnetic field system and end without any further notice, from the time the delivered system is physically transported to another location or from the time, the legal title to use or to ownership of the system changes in parts or in total compared to the time of delivery.

   The author and owner of all intangible/intellectual property rights (such as copyright, trademark, company, patent, design rights, licences, industrial property rights) to the PelviPower® system, in particular the hardware and software, card reader, marketing tools, website, together with the respective content, shall remain PonteMed alone and for an unlimited period. Sub-licensing or passing on of the associated information and documents in whatever form is expressly not permitted. Confidentiality is also deemed to be agreed with regard to these matters.

6. **Defect complaints – warranty**
   We warrant the contractual quality of our products. The warranty is forfeited if the instructions concerning the treatment of the delivered device (operating instructions) are not followed or if alterations have been carried out to the device.

   Maintenance: PonteMed endeavours to keep the system available as continuously as possible and to keep the time required for any troubleshooting to an absolute minimum. A maximum rectification period, however, cannot be guaranteed, as this will depend on the particular circumstances of an individual case. The scheduled maintenance shall take place over a maximum of 1-2 working days and regularly every second year and no more than twice a year.

7. **Applicable law and place of jurisdiction**
   These General Terms and Conditions and the entire legal relationship between us and the customer are governed by Swiss law, subject to the following provisions. Retention of title to an item intended for export is subject to the laws of the country of destination.

   The place of jurisdiction for all disputes under and in connection with the legal relationships between us and the customer is Zurich.

Arbon, April 2023