

Meditech Kft - General Terms and Conditions

Any delivery of goods and services by Meditech Kft („Meditech”) as the seller to the customer (“Customer”) unless covered by a prior existing written agreement signed by Meditech, are subject only to the following terms and conditions.

Any terms in Customer’s purchase order or any other Customer documents which are inconsistent with the General Terms and Conditions, are hereby rejected.

The purchase and the disposal of goods and services shall be governed by Hungarian, EU regulations. Any resale of the goods should be approved by Meditech in writing.

Price

Unless otherwise expressly agreed, all quoted prices are ex works Budapest net EUR prices, do not include custom duties, value added tax, additional freight costs, etc.

Payment Terms:

Unless otherwise expressly agreed, payment shall be made in advance. Advance payment means payment received by Meditech before shipment is released for delivery.

Retention of Title:

Ownership of the delivered goods shall fully remain property of Meditech until all receivables, on whatever legal grounds, have been fully paid up.

Software/firmware rights:

The software and firmware are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The software/firmware is licensed, not sold, therefore it will fully remain the property of Meditech.

You may not reverse engineer, decompile, or disassemble the software, firmware.

Delivery & Risk of Loss:

Unless otherwise expressly agreed, Meditech shall deliver ex works (EXW 2010). The delivery date of the ordered goods shall be agreed individually, depending on the stock and the availability of the products. In the case of contracted partners delivery date is regulated by the relevant paragraph of the sales agreement.

Unless otherwise expressly agreed, shipment shall always be carried out at the Customer’s risk. The risk shall pass to the Customer as soon as the goods have been handed over to the person executing the shipment.

Meditech shall be notified in writing by the Customer, without delay, of any defects of the received goods. In such cases, the transportation agency shall be notified at the same time. Quantity complaints shall be reported to Meditech within 14 (fourteen) days of receipt of the goods. Quality complaints shall be reported to Meditech within 60 (sixty) days of receipt of the goods.

No complaints shall be raised by Customer and accepted by Meditech after the periods defined herein.

Warranty

Meditech guarantees the main recording/monitoring unit of the products delivered to be free from defects in manufacture and workmanship under normal use and service for a period of 36 (thirty-six) months from delivery. Meditech guarantees all non-disposable accessories of same products, including the cuffs, to be free from defects in manufacture and workmanship under normal use and service for a period of 12 (twelve) months from delivery.

Guarantee is valid at Meditech HQ, Budapest, Hungary.

Meditech's sole obligation under this guarantee is to repair the products free of service charge or to provide replacements provided:

- a) that the defect shall not be due to mishandling,
- b) that the Customer shall notify Meditech in written form of any such defect prior to the expiration of the warranty period,
- c) that the Customer shall, upon request, return the defective part or parts or device to Meditech freight prepaid, and
- d) that Meditech inspection shows that guarantee conditions apply to the returned products.

Removing the closing label from the back side of the recorder unit, or opening the unit any other way voids this warranty

Limitation of Liability

In no event shall Meditech be liable to Customer or any other person for re-procurement costs, lost profits, business interruption, loss of use, or incidental, special, indirect, or consequential damages of any nature even if seller has been advised of the possibility thereof. These include damages related to, arising out of, or in connection with the sale, delivery, installation, use, loss of use, repair, possession, transportation, disposal or performance of the products, including all additions to and replacements of the products. In no event shall seller's liability arising in connection with any product(s) sold or to be sold hereunder (whether such liability arises from a claim under contract, warranty, tort, or otherwise) exceed the actual amount paid by customer to seller for the product(s) involved in such claim.

Miscellaneous Provisions

This agreement shall be governed by and interpreted in accordance with the laws of Hungary.

Should any of the clause of this General Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clause or parts thereof shall not be affected.