

1. General

The provisions below apply for orders and deliveries of goods and services to the company BELIMED LIFE SCIENCE (named thereafter BELIMED).

2. Area of application and validity

Orders are only valid if sent by BELIMED in written form by email or by fax and signed in a legally valid way. Orders given verbally or by phone, changes and amendments become binding only upon written confirmation. Errors and obvious mistakes in the writing and calculation errors in the order can be corrected unilaterally by BELIMED.

3. Applicable provisions and contract conclusion

If the order of the company BELIMED (including the General Procurement Terms and Conditions) deviates from the supplier's range of products, the silence of the supplier without the sent order confirmation is understood as agreement with the order of BELIMED. Acceptance of the order from BELIMED by the supplier at the same time excludes other terms and conditions of the supplier, even if BELIMED does not challenge them.

4. Objections from the supplier

The supplier must ensure that the order states the current specifications in their possession and that the goods delivered to BELIMED fully match these specifications. The supplier must promptly and before the execution of the order inform BELIMED of any doubts they have about the specifications given in BELIMED's order.

5. Confirmation of order

The supplier must confirm the order received from BELIMED in writing no later than in 2 (two) business days. The order confirmation must contain the exact date - the day when the goods will arrive at BELIMED. If the supplier cannot send the order confirmation to BELIMED in the abovementioned time, the supplier must send a written order receipt to BELIMED.

6. Prices

The prices accepted by BELIMED are binding. All additional procurement costs are included in the prices, unless a different agreement is made. Subsequent price increases are not possible, unless BELIMED gives explicit consent to them. Additional costs due to changes of orders can be debited to BELIMED only if they are sent and justified in writing within 30 days from the change of the order, and BELIMED gives consent explicitly and in writing. For deliveries where the prices are set by the company abroad, all fees, export fees and taxes in the delivery and transit countries are debited to the supplier, unless a different agreement is made.

7. Delivery deadlines

The delivery deadlines (arrival of goods at the target location) stated in the order are binding. If these delivery deadlines cannot be respected, BELIMED must be promptly informed in writing about this. The supplier must fully reimburse BELIMED for all damages arising from the late delivery. In case of a late delivery in the confirmed deadline BELIMED, beside the damage compensation, is entitled to set an additional deadline to the supplier in accordance with the needs of BELIMED, and after its unused expiration continue to persist with the delivery or cancel the entire order. A partial or early delivery of goods is acceptable only upon agreement.

8. Required documents

Each shipment must be accompanied by a delivery note with the following data: BELIMED's order and item number, an exact description of the contents and whether this is a partial, sample delivery, a delivery of remains or a full delivery. Upon the request from BELIMED each individual weight and the total weight must be stated (gross and net), the designation of the country of origin and the number of the customs tariff. For first deliveries of samples without any special request the supplier adds the measurement protocols to the delivery. Upon request from BELIMED the supplier issues further documents, for example testing and inspection protocols, instructions for the assembly, use, maintenance, certificates, declarations on compliance (issued pursuant to the relevant EU Directives, especially the directives on electromagnetic compatibility (EMC)).

9. Packaging, transportation and customs

Damage caused during the transport due to inadequate packaging is the responsibility of the supplier. Regarding the arrangement and division of duties between BELIMED and the supplier, parties in accordance with INCOTERMS 2010 apply, as agreed in the order. Unless other agreements were made, the DAP (Delivered at Place) apply or CIP (Carriage Insurance Paid).

10. Transfer of risk

With the exception of special written agreements (e.g. INCOTERMS) the supplier covers all risks of loss or damage to the goods until the target location.

11. Inspection of the goods

When accepting the goods, BELIMED will inspect the identity, amount of goods and clearly visible faults, and inform the supplier about them in writing within an appropriate deadline. BELIMED notifies the supplier about other faults established only during the utilization, processing or use in accordance with the intended purpose, promptly after the defects are detected. In this sense the supplier waives the objection of a late enforcement of deficiencies.

12. Invoice, payment conditions and security

Unless a different agreement was made, the payment is made in 90 (ninety) days or 14 days/3% rebate after the invoice is received, given that the goods are delivered correctly resp. the services are performed correctly. The supplier must always repeat BELIMED's order number on each invoice. For payment upon proforma invoices the supplier must, upon request, provide an appropriate security (for example a bank guarantee).

13. Guarantee

The supplier guarantees the full functionality and quality of all delivered items for the period of 2 (two) years from delivery. Furthermore the supplier guarantees that the supplies meet all relevant standards and all applicative legal regulations on work and operating safety and the relevant EU Directives, especially but not exclusively for the compliance with RoHS, the REACH regulation and the EMS regulations.

Deficient deliveries give BELIMED the right to freely request either a replacement or an improvement throughout the entire guarantee period.

The supplier provides any support needed to identify and sort out the deficient parts at BELIMED at their own expense, and to establish within an acceptable deadline what caused the defects, and notify BELIMED about it. In urgent cases and if the supplier cannot eliminate the reported faults right away, BELIMED is entitled to eliminate the faults on the expense of the supplier or their own expense. If a replacement or repair are not provided within the deadline set, BELIMED is entitled to immediately cancel the entire order. In any case the supplier must compensate the entire damage (inclusive all resulting damages from faults) to BELIMED without any proving of guilt. For all deliveries of goods and services which are subject to guarantee, a new guarantee period starts.

14. Liability for products

If an injured party enforces a claim from the liability for products against BELIMED and the cause for the fault most probably lies with the supplier, the supplier must, without limitation or a proof of guilt, ensure that BELIMED will not be made liable for this fault against the injured party.

The supplier must inform BELIMED about all possible faults and potential and actual risks from their delivered products, which occurred at other producers/consumers or of which they were informed in any other way. If BELIMED must, due to the faults of the delivered product, warn the customers or withdraw their own products, the supplier must reimburse BELIMED for all urgently required and proven expenses without any proving of guilt. The supplier must conclude a damage liability insurance for products which also the possible own responsibility, and upon the request of BELIMED they must present a certificate from the insurance policy or allow to view the policy.

15. Assurance of quality and right to inspection

The supplier will do everything necessary to ensure the quality of goods or parts of goods to be delivered. They ensure to deliver appropriately checked goods to BELIMED. Certain requirements regarding the quality (for example standards, drawings, specifications, requirements about products) must be respected by the supplier. If the supplier recognizes the inaccuracy or risk of certain requirements, they must promptly inform BELIMED about this circumstance. BELIMED is entitled to check the compliance with specifications, respecting of requirements and the performance of all necessary and agreed measures to ensure the quality at the premises of the supplier as well. The supplier grants BELIMED the required access to the production plants and the insight into their documents on quality assurance. The supplier must, pursuant to legal regulations, store the results of quality assurance measures, for example protocols of measurements, results of inspections, samples, etc.

16. Change management

Prior to any changes of the products in their specification, the supplier must obtain a written consent from BELIMED and in this regard provide all necessary proof of quality. For goods where the specification is the responsibility of BELIMED (technical specification, for example a drawing from the BELIMED page), the supplier must compare the audit situations of their production documentation with those in the actual order from BELIMED. In any case deviations must be cleared up before the production starts, e.g. before the delivery.

17. Copyrights and patents

The supplier is liable to ensure that their supply does not violate any foreign copyrights, patents, trademarks of patented samples or existing legal regulations. They are liable for all consequences of such damage.

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18. Duty to maintain secrecy

The supplier undertakes that all knowledge and information obtained in relation with the cooperation with BELIMED, or obtained in any other way with cooperation, will not be disclosed to any third party and also not used by themselves for their own other purposes.

19. Amendments to the Agreement

Changes and amendments to the agreement between BELIMED and the supplier are valid only in writing. Oral agreements are invalid. If any provision of these

General Procurement Terms and Conditions is invalid, the remaining parts of the General Procurement Terms and Conditions are still used in a logical manner.

20. Law and jurisdiction of courts

Any disputes arising from these General Procurement Terms and Conditions will be resolved by the parties amicably. If no agreement is possible, the dispute will be processed before the competent court in Sulgen for Switzerland and Grosuplje for Slovenia. BELIMED is entitled to initiate litigations or procedures against the supplier before any competent court in the world.