



STC | May 01, 2024

Special Terms and Conditions for the Aesculap Technical Service (ATS) of AESCULAP AG, D-78532 Tuttlingen

1 Scope of application

These Special Terms and Conditions of Aesculap Technical Service (ATS) are an integral part of the contract and take into account the special features of the service business.

They supplement the General Terms and Conditions of Sale of Aesculap AG, which also apply.

2 Scope of services

The ATS offers technical services and solutions for medical technology.

The service includes a technically comparable restoration of the new product with a final functional test within the scope of economic processing.

Within the scope of the Operator Ordinance, repairs are carried out according to the customer's specifications or based on comparable Aesculap products and their specifications.

If a repair no longer appears economically viable, ATS shall inform the customer accordingly. The ATS preferably maintains and repairs Aesculap products.

3 Customer obligation

The service intervals specified for surgical equipment must be observed by the customer.

If an electronic device indicates a malfunction, the device must be switched off and the technical service must be informed immediately in order to obtain approval for further safe use or to initiate a service measure.

The customer is obliged to back up all data on devices to be sent in for service before the service work is carried out and to delete the data on the electronic devices themselves.

The technician must be granted access to the appliance on site. It is essential that the appliance is connected to the normal power supply and that a competent contact person is present to carry out the service.

4 Warranty and liability

A general warranty period of 12 months from the invoice date applies to the services of Technical Service and the spare parts installed.

Hard metal inserts for needle holders are guaranteed for 36 months from the date of invoice.

A visual deviation from the new product may occur as a result of a repair. This does not constitute a defect.

Any warranty is void in the event of improper handling or preparation or repair by unauthorized third parties.

The liability of the Contractor, its legal representatives or vicarious agents is limited to intent and gross negligence, unless there is a breach of cardinal contractual obligations. This shall not only apply to claims for

damages by the Client in the event of injury to life, limb and health, as well as to mandatory claims under the Product Liability Act and the Medicinal Products Act. Otherwise, liability for financial losses shall be limited to the foreseeable damage typical of the contract.

5 Conditions and terms of payment

The basis for the invoicing of services is the Technical Service price list in its valid version, provided that a fixed price is specified. Otherwise, invoicing shall be based on time and material. No discount is granted for the invoicing of services.

6 Duration of the service measure

The ATS strives to minimize the processing time in the interest of rapid availability of the medical product.

By sending in the product to be repaired, the customer agrees that the Technical Service

- a) can permanently replace a defective repairable Aesculap product that is not subject to serialization with an equivalent or better repaired product at the agreed price,
- b) can replace a defective product from another manufacturer with an equivalent original Aesculap product at the agreed price,
- c) equipment requiring a serial number is only exchanged permanently at the agreed price after prior express agreement.

The customer has the option to object to this procedure at any time. The objection must be made in writing and is only effective for the future.

7 Data protection

The ATS observes all applicable data protection regulations. The customer shall ensure that no personal data is stored on the device to be sent for service or that it is sufficiently encrypted. All data on the data carrier will be deleted when the service is carried out.

If a backup by the user is not possible due to the defect, the Technical Service can attempt to extract this data and make it available to the user on an encrypted data carrier upon written customer instruction.

8 Loan equipment for the duration of the service measure / request

Upon request and subject to availability, Aesculap will provide equivalent products ("loan item") for the duration of the service measure. The loaned item is in general delivered in advance. The customer undertakes to send the product intended for the service to Technical Service without delay and to return the loaned item without delay after completion of the service measure or after rejection of the cost estimate (point 9).

The loan contract is concluded when the customer places the order and the loaned item is dispatched and ends when the loaned item is returned to Aesculap. The loan is made on the basis of the ELSA Terms of Use, which the customer accepts when ordering the loaned equipment. The terms of use can be viewed at www.bbraun/elsa.de

For the regular duration of the service measure / request, the provision is included in the performance of the service measure / in the rejection fee of the cost estimate.

Damage to the rental item for which the customer is responsible will be repaired at the customer's expense.

9 Cost estimate

ATS will prepare a cost estimate at the special request of the customer. The right to a maximum deviation of 5% from the quotation provided is reserved.

Feedback on the cost estimate must be provided within five working days.

1. If this is not done within at least 10 working days, the product will be repaired and returned for a fee. Electronic devices, on the other hand, will be returned unrepaired and fees for the preparation of the cost estimate will be charged in accordance with Appendix 2.
2. If the customer rejects the cost estimate or if the product cannot be repaired, the product will be returned to the customer in its current condition (disassembled and expressly non-functional). Alternatively, they will be scrapped properly by the technical service at the customer's request. In these cases, the cost estimate loses its validity. However, the fees for the preparation of the cost estimate in accordance with Appendix 1 shall remain valid in the event of rejection and shall be invoiced.

The right to a maximum deviation of 5% from the quotation provided is reserved.

Returns of the product to be repaired without an express request for a cost estimate shall be deemed equivalent to a binding repair order. The repair will be carried out immediately and the customer will be invoiced.

10 Minimum quantity charge

ATS charges a processing fee of up to 10 euros per order for orders under 50 euros.

Appendix 1

Fees for the preparation of cost estimates¹⁾ :

Surgical instruments and sterile containers, as well as components

Flat rate per order	20,00 Euro
Per instrument	1,50 Euro
Per container or container component	5,00 Euro

Surgical motor systems and electronic equipment

Motors and their components per	140.00 Euro
Electronic devices per	According to expenditure at least 140,00 Euro

¹⁾A fee is only charged if no service order is placed. It is also waived in the event of a replacement purchase.