General Terms and Conditions of Business (GTC) - International

OF DERUNGS MEDICAL GMBH

Version: 1 September 2026

1. Contact

We can be reached on working days from 8:00 a.m. to 5:00 p.m. (Fridays until 3:00 p.m.)
by telephone at the telephone numbers stated below or by e-mail
at info@derungsmedical.com. Your personal contact in our internal sales team or your local sales representative can be found on our website at www.derungsmedical.com.

2. General Terms and Conditions of Sale, Maintenance, Repair and Warranty

The currently applicable General Terms and Conditions of Sale, Maintenance, Repair and Warranty of Derungs Medical GmbH shall apply exclusively. We shall be pleased to send these to you upon request. In addition, these terms and conditions are available at https://www.derungs.swiss/de/unternehmen/qm-agb-richtlinien.html.

3. Offer and Conclusion of Contract

Unless expressly stated otherwise or subject to a specific period for acceptance, our offers are subject to change and non-binding. A contract shall only be concluded upon our written confirmation or upon our acceptance of the customer's order within 14 days.

The contractual relationship between us and the customer shall be governed exclusively by the purchase contract concluded in writing, as supplemented by these General Terms and Conditions of Business. This contract contains all material agreements between the parties with regard to the subject matter of the contract. Oral statements made by us prior to the conclusion of the contract shall not be legally binding. Such arrangements as well as all oral agreements between the contracting parties shall be superseded by the written contract, unless they have been expressly agreed to remain binding.

Any amendments or supplements to the agreements made in writing, including these General Terms and Conditions of Business, shall require the written form in order to be effective. This shall also apply to any waiver of this written form requirement. Deviating oral agreements shall only be legally effective if they have been made by one of our managing directors or authorised signatories (Prokuristen). Transmission by e-mail shall be sufficient to satisfy the written form requirement.

4. Minimum Order Value

The minimum order value per order is EUR 50.00 net. If the order value is lower, the difference to EUR 50.00 net shall, as a rule, be added to the net value of the goods. This minimum order value shall also apply to repeat orders or requested partial deliveries.

5. Terms of Shipment

Our deliveries shall be made packaged ex the warehouse of Derungs Medical GmbH in DE-Villingen-Schwenningen (DDP, Incoterms 2020).

6. Delivery Times

We maintain an extensive stock of standard and best-selling products in order to ensure delivery at short notice. Please understand that we are unable to keep our comprehensive range of luminaire types and variants fully available from stock and therefore manufacture certain items to order only. Products held in stock are generally delivered within 7 working days. For products not held in stock, delivery times of at least 6 weeks must be expected. In any event, we shall inform you of the respective delivery date in our order confirmation. The delivery date stated in our order confirmation refers to dispatch from our warehouse in Germany by DPD courier or truck. The transit time from our warehouse to your delivery address is approximately 1 to 2 working days. We reserve the right to change delivery dates due to unforeseeable disruptions, e.g. supply shortages.

7. Terms of Payment

Unless otherwise stated in the order confirmation, the purchase price shall be due for payment net (without deduction) within 30 days of the invoice date. The statutory provisions shall apply with regard to the consequences of default in payment.
Invoices shall be deemed accepted unless an objection is raised in writing within 10 days of receipt of the invoice. The goods shall remain the property of Derungs Medical GmbH until all secured claims have been paid in full.

8. Credit Check

In the case of new customers or in justified cases of suspicion, we reserve the right to carry out a credit check. In order to secure the credit risk, we reserve the right, in accordance with the respective credit report and credit limit, to process deliveries only against advance payment. In individual cases, we shall only deliver the goods after receipt of a down payment. We shall notify you of this in good time in advance and coordinate it with you.

9. Returns
Returns shall in principle only be possible upon request and subject to approval by Derungs. Custom-made products are excluded from return and exchange.

Requirements:
Returns should, wherever possible, be registered online at www.derungsmedical.com (section Service, Returns). In the case of returned goods which are sent back to us without online registration or a returns slip and cannot be allocated, we reserve the right to return them carriage forward or to scrap them.

Short deliveries, incorrect deliveries and defects can only be taken into account upon receipt of a written notification within a period of 8 days after receipt of the goods. Repairs or modifications to the delivered goods may not be carried out at our expense without our written consent. If improper modifications or repair work are carried out by the purchaser or by third parties, no claims for defects shall exist in respect thereof or of the consequences arising therefrom.

As a matter of principle, we accept returns subject to the following conditions:
a) The goods are in their original packaging (in the case of returned samples: in the original packaging), in their original condition, undamaged and in saleable condition.
b) The goods are stock items, are not custom-made and form part of the current Derungs catalogue or our website.
c) Delivery took place no more than 3 months ago.
d) You have received an incorrect, damaged or defective Derungs item.
e) Returned samples, provided that they comply with the requirements under item a).

Returned goods must always be shipped "free domicile" or DAP in accordance with Incoterms® 2020; otherwise, we reserve the right to refuse acceptance.

Credit notes for returns:
Credit notes shall generally be issued on the basis of the price charged in the respective invoice (taking into account any cash discount deducted and any other price concessions), including shipping costs.

The credit amount shall not exceed 85% of the net value of the goods (minimum handling charge EUR 30.00) per return. Any further costs incurred (depending on the condition of the goods, for any reconditioning, repainting, etc.) shall likewise be deducted from the credit note or invoiced subsequently.

10. Repairs
Repairs must be registered via the service form on the website www.derungs.swiss. Products to be repaired must always be delivered by the orderer "free domicile" or DAP in accordance with Incoterms® 2020 to the address specified by Derungs Medical GmbH at the orderer's own risk. Derungs Medical GmbH shall only prepare cost estimates for repair orders if the orderer has separately commissioned this in writing. Derungs Medical GmbH shall carry out the repair order unless the orderer objects in writing within 14 days of the date of the cost estimate. The terms of shipment set out in item 5 shall apply to the delivery of repaired products to the orderer.

11. Product Modifications
We must reserve the right to make technical and formal design modifications to all products shown and described in our sales documentation.

12. Warranty
The currently applicable General Warranty Terms and Conditions of Derungs Medical GmbH shall apply exclusively. We shall be pleased to send these to you upon request. In addition, these terms and conditions are available at https://www.derungs.swiss/de/unternehmen/qm-agb-richtlinien.html.

13. Final Provisions
The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
The place of performance for obligations arising from this warranty shall be the registered office of Derungs Medical GmbH.
The exclusive place of jurisdiction for all disputes arising from the warranty shall be the registered office of DDE: 78239 Rielasingen-Worblingen, Germany.

Derungs Medical GmbH
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Legal form Limited liability company (GmbH)
Registered office Rielasingen-Worblingen
Register court
Freiburg i.Br. HRB 727867
Managing Directors Andreas Schenkenbach, Wolfgang Auber

Bank
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