

**SCHILLER**

The Art of Saving Lives

GENERAL TERMS AND CONDITIONS OF THE 8 YEARS WARRANTY EXTENSION OPTION OF THE SCHILLER FRED® PA-1

CQSAT0004B 4th of January 2021

Article 1: EXTENSION OF WARRANTY

The general terms and conditions of the present extension of warranty are applicable to all purchases made by the DISTRIBUTOR of the FRED® PA-1 device only (hereinafter referred to as, the DEVICE). This extension of warranty is applicable only where the DISTRIBUTOR has expressly opted in its purchase orders for said extension (hereafter referred to as, the OPTION).

Article 2: TERMS

The OPTION is granted for a fixed period of 8 years starting on its date of execution. It will not be renewed upon tacit renewal.

When the warranty period offered by the OPTION is elapsed, there is no possibility to enhance this period with another warranty extension.

Article 3: PRICE

The price and reference of the OPTION are indicated in the DEVICE sales price list provided by SCHILLER.

Article 4: METHOD OF INVOICING

The amount of the OPTION will be invoiced to the DISTRIBUTOR altogether with all new ordered DEVICE.

Article 5: OPERATING PROCEDURES

The OPTION must be ordered at the same time a new order of the DEVICE is filed. It cannot be ordered later or separately.

The OPTION will become effective right after the initial warranty period given by SCHILLER has expired.



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Article 6: RESPONSIBILITIES

6.1 Of SCHILLER

SCHILLER Medical SAS is responsible for:

- The replacement of the defective DEVICE, by a new DEVICE, including the standard accessories, according to the conditions listed in this contract.
- The acceptance of the replacement of the defective DEVICE, based on the information given by the DISTRIBUTOR and based on the analysis of the log files.
- The shipment of the replacement DEVICE to the distributor together with the shipment of a new order.
- The destruction of the defective DEVICE, if the DISTRIBUTOR does not want to destroy it himself.

SCHILLER's warranty is not engaged when:

- The warranty conditions indicated in its general sales conditions have not been observed.
- The user instructions and recommendations included in the user manual and technical manual have not been respected.
- The DEVICE has suffered an impact, a fall, or a fluid infiltration.
- The DEVICE has not been maintained according to SCHILLER's instructions as provided in the user manual.
- The DEVICE inviolability sticker has been perforated or removed by the end user.

The duration of the warranty related to the new DEVICE will expire at the same time as the defective DEVICE.

6.2 Of SCHILLER'S DISTRIBUTOR

SCHILLER'S DISTRIBUTOR is responsible for:

- The execution of the warranty extension offered to the end user.
- The performance of a preliminary technical assessment of the alleged defective DEVICE, including the analysis of the DEVICE itself and of the log files.
- The replacement of the defective DEVICE to his customer.
- The replacement by a new up to date DEVICE, including its standard accessories.
- The stocking of a minimum number of new DEVICES.
- Taking care of the costs of carriage from the DISTRIBUTOR to the end user.
- A quick replacement to the benefit of the end user.
- The log files transfer of the defective DEVICE to SCHILLER.
- The return shipment to SCHILLER of the defective DEVICE in view of a further expertise or the destruction of the defective DEVICE after agreement of SCHILLER.
- Application of proper recycling policy in conformity with applicable regulations in case of destruction of the defective DEVICE.
- Providing appropriate destruction certificate to SCHILLER in case of destruction of the defective DEVICE.



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SCHILLER DISTRIBUTOR shall not proceed to the DEVICE replacement when:

- The DEVICE or the log files do not indicate a technical error.
- The warranty conditions provided in the general sales conditions have not been observed.
- The user instructions and recommendations included in the user manual and technical manual have not been observed.
- The DEVICE has suffered an impact, a fall, or a fluid infiltration.
- The DEVICE has not been maintained according to SCHILLER's instructions as provided in the user manual.
- The DEVICE inviolability sticker has been perforated or removed from the end user.

SCHILLER DISTRIBUTOR is prohibited from any further use of the accessories or the spare parts that have been replaced by SCHILLER under the present warranty.

Article 7: END OF THE OPTION

The present extension of warranty conditions may be terminated without prior notice if one of the parties does not comply with its obligations under the present terms and conditions and/or to any amendments thereto. The contract may be terminated by sending a registered letter with acknowledgment of receipt.

Article 8: GOVERNING LAW AND JURISDICTION

In the event of any dispute arising out of or in connection with the interpretation, the execution or the termination of the present agreement, the Parties hereby agree that it shall be governed by French law and handled by the Courts of Strasbourg, France.

In case SCHILLER needs an urgent decision to ensure preservation of its rights or interests, an interlocutory or provisional judgment may be sought before the Court where the main place of business of SCHILLER'S DISTRIBUTOR location.