

General Terms and Conditions

I. Introduction

The following General Business Terms and Conditions ("General Business Terms and Conditions") regulate the relationships of parties to a purchase/licence agreement entered into by and between Winterthur Medical Zrt., Co. Reg. No. 27104190-2-06 VAT Reg. No. 06-10-000553 with its registered office at 6726 Szeged, Alsó Kikötő sor 11/D. ("Winterthur Medical Zrt."), and the purchaser ("Purchaser").

Detailed information about Winterthur Medical Zrt. is available at www.winterthurmedical.com, section "about us".

Purchaser is a consumer or an entrepreneur.

Consumer is a private individual acting in a private capacity, entering into an agreement or otherwise dealing with Winterthur Medical Zrt.

Entrepreneur is an individual licensed to get engaged in business on one's own account and responsibility with an intention to generate profit on a continuous basis. For the purposes of consumer protection, an entrepreneur is (including but not limited to) an individual entering into contracts/agreements relating to the entrepreneur's business, manufacturing or similar activities or employment; or an individual acting on behalf or on account of an entrepreneur in question. For the purposes hereof, an entrepreneur is an individual acting in compliance with the preceding sentence as part of one's own business. If completing the registration number in the order, the entrepreneur acknowledge having been bound by the rules stipulated in the General Business Terms and Conditions for Entrepreneurs.

By placing the order, the Purchaser acknowledges having been familiarised with these General Business Terms and Conditions prior to entering into the agreement, namely with the representations and warranties given in Part II hereof, as well as with the **Claims Code** and **Delivery Information** constituting an integral part hereof, and explicitly agrees to the same in the wording valid and effective as at the moment of placing the order.

The Purchaser acknowledges that the registered trademarks, trade names, company logos, etc. of Winterthur Medical Zrt. or Winterthur Medical Zrt. contractual partners cannot be used by the Purchaser by virtue of having purchased the products offered by Winterthur Medical Zrt., unless a specific agreement individually provides otherwise.

When accepting the goods and/or services, the Purchaser is issued an invoice including the basic details of the agreement. The Purchaser will obtain a General Trade Conditions (GTC) copy as an attachment of the order confirmation to the specified e-mail address. An invoice containing essential contract information, including receipts according to the registration of sales and tax records law will be provided to the customer in the form of a link to the Invoice download. The purchaser hereby agrees. References to the Listed documents are sent to the Purchaser's e-mail address, which the Purchaser includes in the order, or available upon signing into the Purchaser's user profile in the My Winterthur Medical Zrt. section under My purchases. If you are interested in obtaining an invoice in paper form, you can use our **contact form**.

II. Pre-Contractual Representations and Warranties

Winterthur Medical Zrt. represents and warrants that:

- a. The cost of distance communication is subject to no additional fees (Winterthur Medical Zrt. charges no additional fees to the amount charged by the
 - b. Purchaser's internet/telephone provider; unlike in case of contractual deliveries).
- The Purchaser is required to pay the purchase price before accepting the goods from Winterthur Medical Zrt. or make an advance or similar payment for specific services if the same are offered by Winterthur Medical Zrt. and requested by the Purchaser.
- c. Winterthur Medical Zrt. enters into no ongoing contracts. If such contracts are facilitated by Winterthur Medical Zrt., the Purchaser is informed about the shortest binding term of such contract by the provider in question, along with the price (or method of its determination) charged in one billing period (being at all times one month if such price is constant).
 - d. Unless stipulated otherwise, the licence fee stipulated in a licence agreement entered into for an indefinite period is agreed for the entire licence term.
 - e. The prices for goods and services displayed on the website operated by Winterthur Medical Zrt. are quoted incl. and excl. VAT, with all statutory fees (if any). Shipping costs, however, vary with reference to the selected shipping method, carrier and payment method.
 - f. Purchasers-consumers can and may withdraw from the agreement (unless otherwise stipulated below) within a period of 14 days commencing on the day of:
 - i. receiving the goods (purchase agreements);
 - ii. receiving the last delivery (agreements for the purchase of several types of goods/delivery of several parts); or
 - iii. receiving the first delivery (ongoing contracts);and do so in writing either by sending the notice of withdrawal to the Winterthur Medical Zrt. central office or completing the form available on the Winterthur Medical Zrt. website.
 - g. The consumer cannot withdraw from an agreement for the:
 - i. provision of services performed by Winterthur Medical Zrt. with previous explicit consent of the consumer prior to the expiration of the period of notice;
 - ii. delivery of goods/services offered for the price affected by deviations in the financial market beyond Winterthur Medical Zrt.'s control with a potential to occur during the period of notice;
 - iii. delivery of goods adjusted as per the requirements/for the needs of the consumer;
 - iv. delivery of fast moving consumer goods/goods irreversibly mixed with other goods after delivery;
 - v. repair or maintenance carried out in a place designated by the consumer as per the consumer's request (save for other than requested repairs/delivery of other than requested spare parts);
 - vi. delivery of goods in a sealed packaging removed by the consumer whereby such goods cannot be returned for sanitary reasons;
 - vii. delivery of audio records/video records/PC programmes whereby the original packing of such products has been broken;
 - viii. delivery of newspapers, periodicals and magazines;
 - ix. transport or leisure services provided by an entrepreneur within a defined period; and
 - x. delivery of a digital content (delivered other than on a physical carrier with previous explicit consent of the customer prior to the expiration of the period of notice whereby Winterthur Medical Zrt. underlines that an agreement for the delivery of an on-line content cannot be withdrawn).
 - h. The costs incurred in association with returning the goods (withdrawn agreements)/costs of returning the goods other than by ordinary post if the nature of such goods so precludes (withdrawn agreements negotiated away from business premises) are borne by the consumer.
 - i. The consumer is required to pay a pro-rata price for services already commenced to be provided under a withdrawn agreement.

j. The agreements (respective invoices) are saved in the electronic archive accessible by the registered Winterthur Medical Zrt. users directly from their user account.

k. Any complaints can be made by completing the **contact form** or reported to the supervisory/state supervision authorities.

l. In case of pre-orders the price of such goods is only estimated.

m. The final price may vary. Winterthur Medical Zrt. will inform the Purchaser about any price change. The purchase price of the goods will be determined after the goods will be stored at the warehouse in Winterthur Medical Zrt. Any difference between the estimated price and the purchase price will be refunded by Winterthur Medical Zrt. or the Purchaser will pay the difference prior to the delivery of the goods unless the Purchaser decides to cancel the pre-order. Winterthur Medical Zrt. reserves the right to change the delivery date for pre-ordered goods.

n. In the event of a substantial change in the delivery date (i.e 14 days), the Purchaser has the right to withdraw from the pre-order. Should the circumstances, Winterthur Medical Zrt. had considered at the time of the pre-order, change to the extent that Winterthur Medical Zrt. cannot be reasonably required to be bound by the pre-order, Winterthur Medical Zrt. has the right to cancel the pre-order without further notice and subsequently inform the Purchaser."

o. For enquiries, our contact email address is info@winterthurmedical.com however, Winterthur Medical Zrt. recommends contacting us via the **contact form** here.

The Purchaser acknowledges that the goods offered by Winterthur Medical Zrt. are designated for sale primarily in the Czech Republic and electronic devices are hence equipped with Europlug. Variations thereto are not considered a defect.

The Purchaser acknowledges that the goods to be claimed under the warranty are to be delivered to the Czech Republic by the Purchaser.

III. Agreement

1. Execution

The Purchaser enters into the agreement by accepting the offer to enter into the agreement as displayed on the website operated by Winterthur Medical Zrt. and in particular by adding the requested product (goods, services, digital content) to the cart or using the "Buy Now" service (registered users only). The Purchaser may as well enter into the agreement with the assistance of Winterthur Medical Zrt. customer service representatives, either by telephone or by email. The Purchaser can change the products added to the cart as well as the selected shipping and payment method, i.e. check the order details, before placing a firm order. When adding the product to the cart, the Purchaser is recommended additional related services selected by Winterthur Medical Zrt. as per their popularity with other customers; the recommended services can be removed from by the Purchaser from the cart before the transaction is completed. The purchase agreement is entered into upon the moment the Purchaser (having selected the shipping and payment method) submits the order and the order in question is received by Winterthur Medical Zrt. whereby Winterthur Medical Zrt. assumes no liability for any mistakes and errors (if any) having occurred during the transfer of data. The Purchaser is informed about the executed agreement in a confirmation email letter sent by Winterthur Medical Zrt. to the email address provided by the Purchaser.

The confirmation email letter is sent along with the Winterthur Medical Zrt 's General Business Terms and Conditions and Claims Code. Unless stated in the General Business Terms and Conditions otherwise, the executed agreement (incl. agreed price) may be amended or terminated only with the agreement of the parties or in cases stipulated by law.

The executed agreement is archived by Winterthur Medical Zrt. for at least five years from the execution day, however, not longer than for the period stipulated by relevant law. Archived for the performance purposes, the agreement is not additionally available to other than involved third parties. Information about the individual technical steps to be taken in order to enter into an agreement is implied by and the process of entering into an agreement is comprehensively described herein.

2. Delivery

Under the purchase agreement, Winterthur Medical Zrt. undertakes to deliver the product to the Purchaser, provide the digital content/licence to the Purchaser and enable the Purchaser to acquire the title/licence to the product/digital content purchased under the purchase agreement; the Purchaser undertakes to receive the product/digital content from and pay the purchase price to Winterthur Medical Zrt.

As Winterthur Medical Zrt. reserves the right of ownership to the product, the Purchaser acquires the title to the product only after the purchase price has been paid in full. The same applies with necessary modifications also to the purchased licences or services.

Winterthur Medical Zrt. delivers the product to the Purchaser along with relevant documents pertaining thereto and enables the Purchaser to acquire the title to the product/licence in compliance with the agreement.

Winterthur Medical Zrt. meets its obligation to deliver the product to the Purchaser by enabling the Purchaser to view and try the product at the place of performance and informing the Purchaser thereabout in due course.

Products to be shipped by Winterthur Medical Zrt. are delivered to the Purchaser (entrepreneur) by submitting the product to the first shipping company and enabling the Purchaser to claim the rights implied by the shipping agreement with the shipping company.

Products designated for Purchasers-consumers are delivered by Winterthur Medical Zrt. to the Purchasers-consumers only after Winterthur Medical Zrt. receives the product in question from the shipping company.

If more items are delivered in excess of the amount agreed, the purchase agreement is deemed entered into for the number of items delivered; unless the Purchaser rejects such items without undue delay.

Winterthur Medical Zrt. delivers the purchased product to the Purchaser in the agreed amount, quality and design.

If not agreed otherwise, the product is packed by Winterthur Medical Zrt. by convention; if no convention exists, the product in question is packed as to provide for its protection and preservation. The same applies also to goods to be shipped.

3. Risk of Damage

The product is faulty if it lacks the agreed characteristics. The product is deemed faulty also if the Purchaser is delivered other than the ordered product or the documents necessary for the use of the product in question contain defects.

The Purchaser can claim improper performance with reference to the defect inherent to the product at the moment the risk of damage passes to the Purchaser although the defect in question becomes evident only later. The Purchaser can claim the rights also with reference to a defect that has become evident later as result of a breach of Winterthur Medical Zrt's obligation.

The Purchaser is to examine the product, its characteristics and quantity as soon as feasible after the risk of damage to the product passes to the Purchaser.

The risk of damage passes to the Purchaser upon accepting the product in question; the same applies also to cases where the Purchaser rejects to accept the goods although having been enabled by Winterthur Medical Zrt. to view and try the product.

Damage to the product occurring after the risk of damage has passed to the Purchaser does not affect the Purchaser's obligation to pay the purchase price unless the damage occurred as result of a breach of Winterthur Medical Zrt's obligation.

If one party is delayed in accepting the product, the other party may and can reasonably sell the product at the expense of the delayed party and do so following a prior notice and providing the delayed party with an additional reasonable period to accept the product. The same applies also to delays on payment where the product cannot be accepted unless the purchase price is paid.

4. Liability (Winterthur Medical Zrt.)

Winterthur Medical Zrt. guarantees to the Purchaser that the product is free from defects when received by the Purchaser. In particular, Winterthur Medical Zrt. guarantees to the Purchaser that, at the moment the product is received by the Purchaser:

- a. The product has the characteristics agreed by the parties or (if no agreement is reached), the characteristics described by Winterthur Medical Zrt. or the manufacturer or expected by the Purchaser with reference to the nature of the goods and related advertisement.
- b. The product can be used for the purposes stated by Winterthur Medical Zrt. or for the purposes for which the product of that kind is usually used.
- c. The product is provided in the corresponding quantity, measurement or weight.
- d. The product complies with the requirements stipulated by law.

If the product is found faulty within six months after having been received by the Purchaser, the product is deemed to have been faulty already when received by the Purchaser.

Unless stipulated otherwise, the Purchaser may and can claim faulty consumer goods within 12 month after receipt. This does not apply to:

- a. discount-related defects;
- b. usual wear and tear;
- c. defects caused by ordinary use or wear and tear and evident at the moment of receipt by the Purchaser; or
- d. cases implied by the nature of the case.

The Purchaser may and can claim faulty consumables (cosmetics, drugstore items, etc.) within twenty-four (12) months. If, however, a best before date is indicated on the product, the warranty period is shortened and terminates on the date indicated on the packaging.

The Consumer acknowledges that if any gifts are received with their order, it is not possible to claim faulty gifts within 12 months of their receipt. The Consumer may and can claim faulty gifts only within 14 days of their receipt. The purchaser or entrepreneur cannot claim faulty gifts.

The warranty periods are stipulated in the Claims Code.

The warranty period for purchasers-entrepreneurs may be different; the different warranty period, however, applies only if explicitly stated.

Improper performance cannot be claimed if the Purchaser was aware about the defect before accepting the product or if the defect in question was caused by the Purchaser.

Discounted/used products found faulty can and may be subject to a reasonable discount rather than replacement.

5. Material Breach

If improper performance constitutes a material breach of the agreement, the Purchaser may and can:

- a. have the defect removed by being delivered a new defect-free product or the missing part if such is not unreasonable with respect to the nature of the defect in question; in case of a component part affected by the defect, the Purchaser can only claim that the component part in question be replaced; if such is not feasible, the Purchaser may withdraw from the agreement; if, however, the above is not reasonable with respect to the nature of the defect in question, especially if the defect can be removed without undue delay, the Purchaser may and can have the defect removed for free;
- b. have the defect removed by repair;
- c. be given a reasonable discount on the purchase price; or
- d. withdraw from the agreement.

When claiming the defect in question, the Purchaser informs Winterthur Medical Zrt. as to which of the aforementioned options the Purchaser has selected and does so either immediately or without undue delay thereafter whereby the selected option can be then changed only if so approved by Winterthur Medical Zrt. with the exception of a defect requested by the Purchaser to be repaired and subsequently being identified as irreparable. If the defects are not removed by Winterthur Medical Zrt. within a reasonable period or if the Purchaser is informed by Winterthur Medical Zrt. that the defects in question will not be removed, the Purchaser may and can claim a reasonable discount on the purchase price instead of withdrawing from the agreement or withdraw from the agreement.

If the Purchaser fails to select one of the options mentioned above, the rights implied by immaterial breach apply -- see below.

In addition to cases where Winterthur Medical Zrt. cannot deliver a new defect-free product, replace the component part or repair the product, Purchasers-consumers may and can claim a reasonable discount also in cases where Winterthur Medical Zrt. fails to remedy the situation within a reasonable period or where the remedy would cause significant inconvenience to the Purchaser.

6. Immaterial Breach

If improper performance constitutes other than material breach, the Purchaser may and can have the defect removed or be given a reasonable discount on the purchase price.

Unless the Purchaser claims the discount on the purchase price or withdraws from the agreement, Winterthur Medical Zrt. may deliver the missing parts or remove the legal defect. Other defects can be removed at Winterthur Medical Zrt's discretion either by repair or delivery of a new product.

If Winterthur Medical Zrt. fails to remove the defect in due course or refuses to remove the defect, the Purchaser may claim a reasonable discount on the purchase price or withdraw from the agreement whereby the selected option can then be changed only if so approved by Winterthur Medical Zrt.

7. General Breach

The Purchaser may claim to have the defect removed by being delivered a new thing or a replaced component part also in cases where the defect can be removed but the product cannot be used because of a repeated occurrence of the defect after repair or a larger number of defects. In such cases, the Purchaser may and can withdraw from the agreement.

If being delivered a new product, the Purchaser returns the original product back to Winterthur Medical Zrt. (along with all accessories delivered together with the product itself) and does so at Winterthur Medical Zrt's cost.

Purchasers failing to report the defect without undue delay after the defect could have been identified by the Purchaser had the product been examined in due course and with sufficient care will not be adjudicated by court the rights under improper performance. The same applies also to a hidden defect not reported without undue delay after the defect could have been identified by the Purchaser had the product been examined with sufficient care, however, not later than within one year after the product has been delivered to the Purchaser.

8. Quality Warranty

In providing the quality warranty, Winterthur Medical Zrt. undertakes that the product in question will be fit for the ordinary purpose or will preserve the ordinary characteristics. The same applies also to the warranty period or best before date indicated on the packaging or advertised. The warranty may as well be arranged with reference to individual component parts of a product.

The warranty period commences on the day the product is delivered to the Purchaser. If the product is to be shipped to the Purchaser as agreed in the agreement, the warranty period commences only on the day the product is shipped to the designated place. If the purchased product is to be put into operation by a party other than Winterthur Medical Zrt. the warranty period commences only on the day the product is put into operation, provided that the respective service of putting the product into operation is ordered by the Purchaser no later than within three weeks after the product is received and that necessary assistance and co-operation of the

Purchaser to render this service are provided.

The Purchaser cannot claim warranty with reference to a defect caused by outer circumstances after the risk of damage has passed to the Purchaser.

9. Digital Content

In using the digital content purchased from Winterthur Medical Zrt. the Purchaser is to comply with the obligations stipulated herein, copyright law and product licence (e.g. EULA). Purchasers failing to comply therewith are liable to damages and may face criminal consequences.

Purchasers of the digital content (being private individuals only) may and can use the digital content exclusively for their personal use and for the purposes other than economic or business benefit, whether direct or indirect, unless the licence states otherwise. The Purchasers further cannot copy or otherwise reproduce, make copies of or extracts from and otherwise handle the purchased digital content contrary to copyright law, other legal regulations or product licence. Access to the digital content may be denied and/or the licence deactivated if the digital content has been obtained illegally.

This same applies also to the digital content given by Winterthur Medical Zrt. to the Purchaser free of charge.

IV. Withdrawal

1. Consumer

Consumers may and can withdraw from the agreement within a period of 14 days. The period stated in the first sentence commences on the day the agreement is executed, this being the day of:

- a. receiving the goods (purchase agreements);
- b. receiving the last delivery (agreements for the purchase of several types of goods/delivery of several parts); or
- c. receiving the first delivery (ongoing contracts).

In the event the buyer opts to withdraw from the contract, and if the device contains personal data, Winterthur Medical Zrt. recommends the buyer backs-up the data and then deletes it from the device.

Consumers may withdraw from the agreement by completing and submitting the **form**; once submitted, the completed form is confirmed as received by Winterthur Medical Zrt. in writing without undue delay.

If withdrawing from the agreement, the consumer is to return to Winterthur Medical Zrt. the goods delivered by Winterthur Medical Zrt. and do so at consumer's cost without undue delay, however, no later than within 14 days after withdrawing from the agreement.

The goods are to be returned complete, i.e. along with the delivered accessories and complete documentation, undamaged, clean, in the original packaging (if possible) and in the condition and value in which the goods have been received by the Purchaser. Any fuel tanks returned as part of the returned goods must be returned empty.

Agreements for the purchase of consumables (ecg gels, drugstore items, etc.) may be withdrawn only if the consumables in question are returned by the Purchaser undamaged, unused and in the original packaging.

Consumers deciding to withdraw from the agreement in the given period are recommended by Winterthur Medical Zrt. to send the goods to Winterthur Medical Zrt's address along with a cover letter incl. the reason for withdrawal (not necessary), reference number of the proof of purchase and number of bank account so that the case can be addressed without delay.

Consumers are liable to Winterthur Medical Zrt. for any decrease in value of the goods caused by handling the goods other than as required by the nature and characteristics of the goods.

Consumers withdrawing from the agreement are refunded the entire amount paid under the agreement whereby this amount is refunded by Winterthur Medical Zrt. without undue delay, however, no later than within 14 days following the withdrawal, and with the use of the same method of payment as agreed in the agreement.

Consumers withdrawing from the agreement may as well be refunded the entire amount paid only after the goods are returned to Winterthur Medical Zrt. or after the consumers prove that the goods have been sent to Winterthur Medical Zrt.

Consumers acknowledge that if the goods are delivered along with any gifts, Winterthur Medical Zrt. and the Purchaser enter into a contract of donation on the condition that such contract of donation terminates as soon as the consumer enjoys its right and withdraws from the purchase agreement within a period of 14 days whereby the consumer must return the goods in question along with the gifts and everything obtained in relation thereto; if not returned, the same will be considered unjust enrichment. If the profits acquired by unjust enrichment cannot be returned, Winterthur Medical Zrt. may and can claim monetary compensation in the amount of ordinary price.

2. Other

The Purchaser-entrepreneur is not allowed to withdraw from the purchase agreement if the price of the purchased goods exceeds 1860 EUR incl. VAT or in the case of a graphics card purchase.

If allowed to withdraw from the purchase agreement within the period of 14 days, the Purchaser-entrepreneur acknowledges that the purchase price paid may and can be refunded less the reduced value of the goods in question.

If the product in question cannot be returned in the condition originally received by the Purchaser, the agreement cannot be withdrawn or delivery of a new product claimed. This does not apply if:

- a. The condition changed due to the inspection of the product for defects.
- b. The product was used by the Purchaser before the product was found defective.
- c. The product cannot be returned in the original condition for reasons other than beyond control (wilful act or neglect) of the Purchaser. OR
- d. The product was sold by the Purchaser before the product was found defective, consumed by the Purchaser or altered by the Purchaser in ordinary use. If only a part of the product was used, consumed or altered, the Purchaser returns to Winterthur Medical Zrt. everything that can be returned and compensates Winterthur Medical Zrt. up to the amount of benefit received from using the product.

Purchasers failing to report the defect in due course cannot withdraw from the agreement.

V. Personal Data Protection and Security

The terms and conditions for **personal data protection** are available here. These terms are legally binding for the Purchaser.

VI. Business Hours

Orders placed in the Winterthur Medical Zrt. e-shop are accepted 24 hours a day, seven days a week.

In the event of an information systems failure or force majeure, Winterthur Medical Zrt. assumes no liability for non-observance of the stipulated business hours.

VII. Prices

The prices are contract prices. Prices quoted online in the e-shop are always up to date and valid. Prices quoted for individual products are final, that is, incl. VAT and other taxes and fees (if any) payable by the consumer for a product in question (excl. shipping fees, collection fees and cost of distance communication shown in the shopping cart in the amount depending on the option

selected by the Purchaser).

Furthermore, Winterthur Medical Zrt. reserves the right to declare the purchase agreement void in case of misuse of promo code or similar product in case of breach of its terms and conditions, especially, but not only, when:

- The promo code is meant for another type of goods;
- The promo code can be used on the website in connection with another sale or promo code when this use was not permitted or was forbidden;
- The promo code is used for a purchase, which does not meet the minimal stated price.
- Winterthur Medical Zrt. discovers that the promo code has already been used.

Special promotion prices are valid either until stocks are exhausted (with displayed information as to the number of items in question offered for the special promotion price) or for a limited period.

The "original price" refers to the price for which the goods/services/licences in question were originally offered in Winterthur Medical Zrt's e-shop or the manufacturer's suggested retail price, excluding any bonuses, promotions, special offers or other discounts; the latter being at all times displayed alongside the selling price, which better reflects the product's market price level.

The Purchaser acknowledges that Winterthur Medical Zrt. and the Purchaser need necessarily not enter into the agreement, especially if the goods are ordered by the Purchaser for a price mistakenly quoted on the website due to the internal Winterthur Medical Zrt. system error of which the Purchaser is informed by Winterthur Medical Zrt.

Winterthur Medical Zrt. reserves the right to declare the purchase agreement void in case of misused personal data, misused payment card, etc. or with reference to the intervention of an administrative or court authority of which the Purchaser is informed by Winterthur Medical Zrt. The Purchaser acknowledges that the purchase price cannot be entered into as valid in the aforementioned cases.

VIII. Orders

The price is stated on the order and in the text message confirming that the order has been placed. Orders can be placed as follows:

- a. in the e-shop operated by Winterthur Medical Zrt. (e-shop); or
- b. by email sent to info@winterthurmedical.com

Telephone orders can be placed through the Winterthur Medical Zrt. call centre from 08:00 AM to 08:00 PM (UTC+01:00), seven days a week.

Winterthur Medical Zrt. recommends placing the orders in the e-shop by logging into the Purchaser's user account registered with Winterthur Medical Zrt. If using public access, Winterthur Medical Zrt. further recommends logging out after placing the order.

Information about the exact shipping time is included in the email letter sent to the Purchaser. The shipping period and fees depend on the option selected by the Purchaser in the second step of placing the order.

IX. Payments

Winterthur Medical Zrt. accepts the following for **methods of payment**

- a. wire transfer;
- b. online card payment (MasterCard/Visa) with the card details entered by the Purchaser being remembered by the respective bank and used for future payments (this option can be cancelled by the Purchaser in the section "My Winterthur Medical Zrt." / subsection "personal information");
- c. Barion payments;
- d. Paypal payments;
- e. Sofort payments; and
- f. GiroPay payments (Germany only).

Online credit card payments are made through the Barion system. Credit card details will not be sent to the merchant. Barion Payment Inc. providing the service H-EN-I-1064/2013, institutional and license number under the supervision of the Magyar Nemzeti Bank (MNB). The Magyar Nemzeti Bank is the central bank of Hungary. The MNB is a member of the European System of Central Banks.

Unless paid in full and received, the goods remain the property of Winterthur Medical Zrt. The risk of damage passes to the Purchaser upon receipt.

Once the order is placed, the billing details of the Purchaser cannot be edited.

Winterthur Medical Zrt. reserves the right to offer only some methods of payment to the Purchaser and do so at its own discretion.

Under the Sales Registration Act, Winterthur Medical Zrt. is required to provide the customer with a receipt and register the sale with the tax office online; in the case of technical difficulties, this may be done within 48 hours after the sale has been completed.

Payments in cryptocurrency

The buyer may choose to make a payment in one of Winterthur Medical Zrt's accepted cryptocurrencies (eg Bitcoin) as a payment method. If the Buyer uses this payment method and subsequently requires a refund of the purchase price for the goods, the purchase price will be refunded in Pounds Sterling.

X. Delivery

1. Options

Winterthur Medical Zrt. delivers the goods either in co-operation with a shipping company or electronically (digital content).

In case of force majeure or IT system disruption, Winterthur Medical Zrt. assumes no liability for late delivery of goods.

Information about the offered options, up-to-date terms and conditions and prices is available at www.winterthurmedical.com

Delivery of goods is limited by public holidays in the place of delivery and Hungary.

2. Other

To prevent damage/legitimation of proceeds of crime (if any), Winterthur Medical Zrt. or Winterthur Medical Zrt's contractual partners may and can request that the goods paid in advance be collected against a valid identity document (ID card, passport). Unless the said document is presented, the goods in question may and can be refused by Winterthur Medical Zrt. or Winterthur Medical Zrt's contractual partners to be collected.

Goods purchased with a 0% VAT rate by Purchasers-legal entities being VAT payers at the moment of purchase will be delivered only to the governing body of the legal entity in question or to the person authorised in the submitted authenticated power of attorney.

Goods purchased with a 0% VAT rate by Purchasers-freelancers being VAT payers at the moment of purchase will be delivered to the Purchaser-freelancer in question only against a valid ID document (ID card or passport).

Goods purchased by Purchasers being VAT payers at the moment of purchase and invoiced with a 0% VAT rate will be obligatorily delivered to the central office or business premises registered in the Commercial Register, Register of Trade or a similar register.

When receiving the goods from the shipping company, the Purchaser -- along with the shipping company representative -- is to properly and thoroughly inspect the delivery (namely the number of packages, undamaged sealing tape bearing the company logo and undamaged packaging) as per the enclosed delivery note. The Purchaser may refuse to accept the delivery shipped contrary to the purchase agreement, for instance with reference to incomplete or damaged delivery. If accepting the damaged delivery from the shipping company, the Purchaser is to describe the damage in the delivery note of the shipping company.

Incomplete or damaged deliveries must be immediately reported by email to info@winterthurmedical.com and the damage be described in the report on damage executed with the shipping company representatives and sent to Winterthur Medical Zrt. by fax, email or post without undue delay. Any subsequent claims of incomplete delivery or damaged packaging do not limit the Purchaser's right to claim the warranty; yet, they enable Winterthur Medical Zrt. to prove that the same do not represent a conflict with the purchase agreement.

3. Competitions and Giveaways

Items given away in competitions organised by Winterthur Medical Zrt. must be collected within 30 calendar days after the competition results have been published by Winterthur Medical Zrt.. Items not collected within the said time limit will be forfeited for the benefit of the organiser.

XI. Warranty

The warranty terms and conditions are governed by the Winterthur Medical Zrt. Claims Code and relevant law. In general, the warranty certificate is replaced by the proof of purchase (cf Claims Code).

XII. Miscellaneous

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any disputes arising between Winterthur Medical Zrt. and the Purchaser may be settled out of court through the Alternative Dispute Resolution or Online Dispute Resolution (ADR/ODR) procedure; with the Purchaser's option to contact the ODR entity. More information about the alternative dispute resolution can be found. Winterthur Medical Zrt, however, recommends the Purchaser to first **contact** Winterthur Medical Zrt. to address the situation.

The agreement is entered into in the English language. If the agreement is required to be translated for the Purchaser into another language, the English version prevails in case of discrepancies between the two language versions.