



AESCULAP TECHNICAL SERVICE

COMPETENCE. SUPPORT. SOLUTIONS

Special Terms and Conditions | 22nd of September 2022

Special Terms and Conditions of Aesculap Technical Service (ATS)

AESCULAP AG, D-78532 Tuttlingen

1 The scope of application

Current Special Terms and Conditions of Aesculap Technical Service (ATS) are part of the Contract and regulate the specific requirements of the Service Business.

They supplement the General Sales Conditions of Aesculap AG, which also apply.

2 The scope of performance

The ATS offers technical services and solutions for medical technology.

The service means cost-effective repair to a similar technical extent as the new product including final function test.

In the area of application of the operator regulation, the service is carried out according to the customer's specification or based on comparable Aesculap products and their specifications.

In case the repair makes no economic sense, ATS informs the customer. The ATS repairs preferably Aesculap products.

3 Obligations of the customer

Customer has to comply with the defined service intervals for surgical equipment.

If a malfunction of electronic device is detected, customer has to switch it off and inform the ATS immediately in order to release the continuation of safe use or to initiate the service activity.

The customer is obliged to save all data and to delete them from the electronic devices by himself before sending out to service.

During on-site check it is indispensable to provide an access to the device. It is essential for the successful service performance to connect the device to the power supply and the reference person to be present.

4 Warranty and liability

In general for the ATS performance and the build in spare parts, a warranty period of 12 month from date of invoice applies.

For tungsten carbide inserts of needle holders an extended warranty of 36 months from the date of invoice is applied.

As a result of repair, there may be a visual deviation from the new product. This is basically not a defect.

The warranty is not applicable in cases of improper handling or improper processing or repair by unauthorized third parties.

The liability of the contractor, his legal representatives or agents are limited to intent and gross negligence, unless there is a breach of cardinal obligations of the contract. This does not apply for claims for damages of the customer in cases of injury of life, body and health, as well as for mandatory claims according to the Product Liability and Drug Law. In other respects the liability for financial losses is limited to foreseeable damages that are typical for the contract.

5 Price conditions and Payment terms

The basis for billing is the ATS price list in its valid version, provided a fix price is defined. Otherwise, it will be charged on time and effort. On technical service no discount could be granted.

6 Duration of service procedure

The ATS strives to minimize the processing time in interests of availability of medical products. By sending to be serviced product, customer accepts that ATS:

- a) could permanently exchange defected but repairable product without obligatory serial number by equivalent or better refurbished Aesculap product at the agreed price;
- b) could exchange defected product of another manufacturer by equivalent original Aesculap product at agreed price;
- c) could permanently exchange defected product with obligatory serial number only on subject to prior explicit agreement and at agreed price.

The customer has always the opportunity to object to this procedure. The objection is due to written form and affects future procedures only.

7 Protection of data privacy

The ATS respects all data privacy obligations. The customer ensures that no personal data is on the device to be serviced or that it is sufficiently encrypted. During the service all data would be deleted from the data medium. If due to the defect it is not possible for the user to save the data, the ATS could on a written customer's request extract the data and provide them on an encrypted mobile data device.

8 Loan equipment for the duration of service procedure

Aesculap provides on request and subject to availability equivalent product (loan equipment) on a rental basis for the duration of the service procedure. The delivery of loan equipment generally is made in advance. The customer is obliged to send to be serviced product to ATS immediately and to send the loan equipment to the ATS after service procedure completion or refusal of the cost estimate without delay.

The loan contract shall be deemed concluded by the customer's ordering and sending of loan equipment to customer and terminates on the return of loan equipment to Aesculap.

For the duration of the service procedure, the loan of equipment is included in the service costs or in case of refusal of cost estimate, in the applicable fee.

The return of loan equipment to Aesculap should take place within 10 working days (Monday till Friday) after the delivery of serviced product. In case there would not be any return within the foreseen 10 working days (Monday till Friday) after service procedure completion or refusal of the cost estimate, the customer would receive a written reminder. After additional 10 days, a dunning would be issued for which a fee of 150 Euro per product is applied. After totally 30 days without return, the lend products are taken over in a long-term renting and a renting fee according to Appendix 1 is invoiced on a regular basis.

Damages to the loan equipment, which are the responsibility of the customer, will be repaired at his expense.

9 Cost estimate

The ATS creates a cost estimate on customer request. The ATS reserves the right of maximal 5% variation of cost estimate.

If following a cost estimate neither service nor new purchase orders are placed, the cost estimation fee according to the Appendix 2 is charged.

The customer can reject the cost estimate within 5 days. After this period, the product is repaired and returned to the customer for a charge.

For the Surgical Power Systems or electronic devices product groups with repair value under € 150,- basically no cost estimate is provided due to economic reasons. Sending of the product to be repaired is treated as binding repair order and is immediately proceeded against charging the customer. On special customer demand a cost estimate is issued even below this value against a compensation of €50,-.

If the customer rejects the cost estimate or if the product cannot be repaired, it is returned to customer in an actual condition (disassembled and explicitly not functional). Alternatively, on customer demand proper scrapping can be done in ATS. The cost estimate loses its validity in this case.

10 Small-volume fee

For orders below €50,- net value the ATS applies a service fee of €10,- per order.

Appendix 1

Fee amount after exceeding the return period of loan equipment

Every 10 working days €150, - / per product until the final return of the product.

Created on 13.01.2022

Appendix 2

Fees on proceeding the cost estimate¹⁾

Surgical instruments and Sterile Container and its components.

Flat rate per order	€20,-
Per instrument	€1,50
Per container or container component	€5,-

Surgical Power Systems and Electronic devices:

Power tools and components, per pc	€140,-
Electronic devices, per pc	€140,-

Created on 31.12.2019

¹⁾The fee will only be charged if no service order follows. It does not apply in replacement purchase also.