

GENERAL TERMS AND CONDITIONS (GTC)

1. General

By placing the order, the customer expressly accepts the General Terms and Conditions of IMEDCO AG (hereinafter referred to as IMEDCO).

2. Terms of delivery

2.1 Scope of application of the terms of delivery

The general terms of delivery apply to all products and services (shielding products and the necessary associated services such as site visits, site surveys, consultations) that are supplied or provided by IMEDCO to third parties in exchange for payment. Terms which deviate from this or additional terms (e.g. compliance with specific standards) shall only apply if they have been agreed in writing.

2.2 Validity of offers

Subject to other agreements, offers made by IMEDCO remain valid for 12 months. If an order is placed within that 12 month period, the cabin must be installed within 6 months. Any periods which deviate from this must be set out in writing. Offers are only binding if they are made in writing.

The technical information, diagrams, dimensions, sets of standards, and weights that are set out in our documents and form the basis of offers remain non-binding for as long as they are not confirmed with the applicable documents of an order confirmation. We reserve the right to modify the construction. Materials may be replaced by those of equivalent value. In special cases, binding dimensioned sketches must be requested.

2.3 Delivery periods

The delivery deadline for standard products (i.e. without new developments and/or certain options) is 6 weeks (ex works) running from receipt of a written order by IMEDCO, or 4 weeks running from the complete clarification of all details and agreements on all terms of the order ("confirmed structural drawings").

The delivery period for options may vary depending on which options are ordered.

The delivery period for inventory items may vary subject to availability.

Deviating delivery periods apply, e.g. for extraordinary development and materials expenses, which will be set out separately in the respective offer.

Changes to offers or cancellations after "confirmed structural drawings" only apply if IMEDCO has given its written consent to them. The customer must bear any costs arising from this. Changes may also result in delays in delivery.

Delays in delivery for which IMEDCO is not to blame, e.g. force majeure events, strikes or other unavoidable events, shall not result in default. If such an event occurs, the delivery periods and the obligation to perform the obligations in kind under the contract will be temporarily suspended.

2.4 Price terms

All prices are in EUR/CHF/USD/GBP and exclusive of discounts, reservations, VAT (exclusions apply to Swiss projects), levies or local taxes.

The prices for options only apply if delivery and assembly are combined with RF shielding.

Unless otherwise stated, packaging is included in the price.

2.5 Terms of delivery

In principle, Incoterms ex-works terms apply. According to Incoterms, different delivery terms may be specified in the offer.

Packaging: in principle, goods will be packed onto pallets. Pallets are not handled pursuant to the ISPM 15 standard by default. However, at the customer's request, ISPM wooden crates may be offered as an option for use with sea or air freight. Details will be specified in the offer.

The customer must bear any additional transport costs which accrue for express deliveries or special requests (specific arrival times etc.).

Any permits required for unloading the goods or granting access to a suitable truck must be obtained from the authorities by the customer. The place of unloading must be located at the project address and the distance between the place of unloading and the storage room/MR room shall not exceed 20 meters. If no appropriate transfer route is possible, unloading assistants and/or fork lift trucks must be provided by the customer free of charge. Benefit and risk will pass to the customer if the material is unloaded by a third party (who is not an IMEDCO assembly worker). Any complaints due to transport damage must be notified to IMEDCO in writing without undue delay after unloading. Liability for transport damage (damage sustained by the goods during transport) will be derived from the defined Incoterms provisions.

2.6 Retention of title

IMEDCO retains ownership over the goods until the purchase price has been paid in full. Title passes to the buyer when the final installment is paid. Before title passes to the buyer, the buyer is not permitted to dispose of the goods, e.g. by selling them, granting a pledge over them, leasing them, lending them, or in any other way. Technical drawings and documents remain the property of IMEDCO. They may only be used (in modified or unmodified form) or passed on subject to written consent.

3. Terms of assembly

3.1 Scope of application of the terms of assembly

Our general terms of assembly apply to all assembly works for radio frequency and magnetic shielding, including their accessories. Terms which deviate from this or additional terms shall only apply if they have been agreed in writing.

3.2 Assembly schedule

IMEDCO will define the assembly period. After the customer and IMEDCO have agreed on a schedule, the customer must notify any postponements to the schedule at least three weeks before assembly is scheduled to begin. IMEDCO will confirm when assembly commences.

3.3 Preparation for assembly incl. transport of materials and storage

The customer shall ensure that the rooms in which the RF shielding is to be assembled are swept clean, dry, and protected from the elements. Mortar, plaster residue and other construction waste must be removed by the customer. The rooms must be freely accessible at all times. Openings in the shell construction must also be protected from the elements.

The working area in front of the MR room has an area of at least 10 m².

The storage room for tools and materials, which is located next to the working area, has an area of at least 25-30 m². It will be made available to IMEDCO free of charge.

230 V electric sockets and sufficient light must be available. Electricity costs will be borne by the customer.

Materials must be protected against damage and theft.

It must be possible to heat the rooms up to at least 15 °C.

The shell construction must be prepared according to our plans before assembly is commenced.

If the magnet is not delivered during the assembly process, making a second journey necessary, this will be charged for separately.

Additional workmen may only enter the room with the agreement of IMEDCO's construction site manager. This does not apply for the system supplier's technicians.

3.4 Floor specifications

The residual moisture in the finished floor may not exceed 3% if applied with elastomer. If the floors have been constructed with tar sheetings, residual moisture may be a maximum of 8%. A vapor barrier must be installed in rooms which are partially or wholly underground to stop the ingress of moisture. The surface (screed) must be sanded and smoothed. Any unevenness may not exceed 2.5 mm / m or 5 mm across the entire surface. The isocenter of the magnet is the reference point. Minor tolerances, which are prescribed by the system supplier, are reserved. Floor channels and raised floor cut-outs in the shell construction are built on site according to the specifications of the system suppliers.

3.5 Wall specifications

External walls in the vicinity of the RF shielding must have the necessary insulation. No condensation may arise. The surface of the surrounding walls is only relevant for acoustic and material protection, because the RF shielding is free-standing and will be built at a distance of approx. 50 mm. When installing magnetic shielding, the specifications on the project drawings apply. Proof that the building is structurally sound must be provided by the customer. IMEDCO may calculate the information regarding the magnetic shielding loads. The dimensions of openings in walls must correspond to IMEDCO's drawings (maximum tolerance +/- 10 mm).

3.6 Ceiling specifications

The ceiling of the RF shielding usually has to be suspended from several points (apart from with self-supporting RF cabins). The suspended panels must be fixed to the structural ceiling. The customer is responsible for ensuring the structural stability of the ceiling of the shell. IMEDCO will specify the load borne by the suspended ceiling upon request. The ceilings in the vicinity of the RF shielding must be insulated appropriately. Please note: no condensation may arise.

3.7 Electric installations within the RF shielding

The volume to be delivered is defined in our offer or the order confirmation. The components delivered by IMEDCO will be connected by a licensed electrical technician appointed by the customer (exceptions apply to IMEDCO products with low voltage AC ≤ 50 V / DC ≤ 120 V). This ensures that installation is done in compliance with the local regulations.

3.8 Safety in the workplace / environment

If required, and if an order has been placed in advance by IMEDCO, the customer will make tools and aids available (e.g. mobile scaffolding, hydraulic lifts, assembly lifts, etc.) to enable installation to be done safely and efficiently. If the appropriate tools and aids have not been made available by the time works commence, the assembly team may choose to suspend work until the tools and aids have been supplied. The costs which arise from this (waiting times, etc.) will be borne by the customer. Assembly works will be carried out according to the current state of the art and the applicable provisions of environmental law. Left-over materials and waste on the construction site will be disposed of in a professional manner as agreed with the customer. When assembly is complete, IMEDCO will clear away the tools and materials left by the IMEDCO fitters and leave the workspace behind in a swept clean state. They will arrange for the return transport of the assembly devices and tools.

4. Acceptance

Acceptance comprises two parts - acceptance of the construction and measurements upon acceptance. These constituent parts of acceptance may be done independently of one another.

The exact date for the RF test and the acceptance of the product will be notified by IMEDCO, preferably in writing. The date will be confirmed on site by our construction site manager. The acceptance of the product (RF cabin / shielding) must be done after the completion of installation but before IMEDCO's assembly team departs.

If the customer or its representatives fail to appear at the scheduled time for the RF test and/or product acceptance, the product and the documents will be deemed to have been accepted, provided that the values measured match the specifications.

The benefit and risk pass upon acceptance. Guarantee/warranty periods start running when acceptance is complete. The measurement and acceptance record will be sent to the customer afterwards.

If the IMEDCO product is used, put into operation or accessed by external workmen prior to acceptance of the assembled product, it may also be accepted in parts.

5. Additional expenses / changes

If the customer (or the companies it engages) fails to perform the services it is obliged to render or meet the requirements imposed on it, either wholly or in part, the customer will bear any costs arising from this.

Additional expenses due to deviations from approved drawings will be charged to the customer according to the work done.

Waiting times that occur due to no fault on our part will be charged to the customer (apart from ½ day for providing the diagnostic device).

Additional work and materials, including changes requested by the customer, will be charged for separately. Work charged for by the hour will only be carried out with the agreement of the customer.

6. Terms of payment

Unless otherwise agreed, the following payment periods apply:

50% when the order is placed and 50% 30 days net after completion of installation. The payment schedule is based on the offer. The agreed payment dates must also be complied with if delays occur after the consignment has departed. It is not permitted to reduce or withhold payments due to complaints being lodged. Default interest customary in the banking industry will be charged on late payments.

IMEDCO is liable with its company assets, which are deemed security for any down payments. Therefore, no warranties are given for down payments.

The customer will bear any bank fees which accrue.

Notifications of defects shall not stop the payment period from running.

7. Warranty /guarantee

IMEDCO provides a 5-year guarantee on materials and shielding values, running from the date of completion.

IMEDCO provides a warranty for the LED lighting system being free from defects for up to two years, running from the date of completion. This does not apply to parts which are subject to natural wear and tear (e.g. mechanically stressed parts and door contact fingers and seals).

The guarantee/warranty ceases to apply if the customer or a third party modifies or performs repairs on our product without our written consent.

The terms of the guarantee/warranty only apply if IMEDCO is informed about the damage in timely manner. If defects are not notified within the applicable period, the guarantee/warranty obligations no longer apply.

The guarantee/warranty does not apply in the event of improper use of the IMEDCO products or if there is a force majeure event.

IMEDCO will discharge all of its guarantee and warranty obligations by way of subsequent improvement, i.e. repairing defective parts or delivering spare parts free of charge. No guarantees are provided with regard to the repairs/spare parts. All other claims of the buyer, including claims to a reduction in price, conversion and claims to damages are excluded to the extent permitted by law.

8. Data protection

Please observe our privacy policy, which can be found on our website at www.imedco.com.

9. Applicable law and legal venue

These terms are governed and construed in accordance with the laws of Switzerland, excluding its conflicts of laws provisions and the Convention of the United Nations of 11 April 1980 on Contracts for the International Sale of Goods (CISG). Unless the provisions of mandatory law apply as a matter of priority, the legal venue for disputes is the competent court at the location of IMEDCO AG.