

General Terms and Conditions

1. Validity

These General Terms and Conditions (GTC) apply to all services offered by Idiag AG (in Switzerland and rest of the world) or Idiag GmbH (in Germany) (in both cases the "Idiag") offered below. By using Idiag's services, you accept the following terms and conditions.

Idiag reserves the right to change the GTC. The GTC applicable at the time of the order shall govern your purchase. The GTC cannot be changed unilaterally for a particular order. Contradictory or deviating terms and conditions will not be accepted.

The deliveries, services and offers of Idiag are made exclusively on the basis of these General Terms and Conditions. In this respect, contractual performance on the part of Idiag shall not be deemed to be acceptance of terms and conditions deviating from these GTC.

2. Offer

The offer is valid as long as it is visible in the online shop and/or the stock lasts. Price and assortment changes are possible at any time.

3. Order

The presentation of the products in the online shop, in printed form or in other media is not a legally binding application, but a non-binding online catalogue or a non-binding invitation to the customer to order the product. An order is considered an offer to Idiag for the conclusion of a contract.

Customers make their choices through the respective sales channel. The selection made will be displayed in the shopping cart (online shop) or communicated to the customer (order by telephone or e-mail). By confirming the correctness of the order, the customer makes its binding offer to purchase the selected products and/or services. The submission of a written order by post or electronic means to Idiag shall be deemed to be a binding offer.

Idiag reserves the right to limit the quantities delivered for certain products and/or not to carry out the delivery. In this case, the customer will be informed and any payments already made will be refunded.

4. Prices

The published prices are exclusive of VAT (where applicable). The actual costs associated with the dispatch of the goods will be charged additionally.

The prices agreed at the time of placing the order are valid until the agreed delivery date. If the acceptance of the commissioned delivery or service by the customer is delayed or if the customer wishes a later delivery date than originally agreed, Idiag is entitled to adjust the price agreed in the event of an interim price increase.

All discounts on products eligible for prescription in Switzerland must be passed on to the patient in accordance with Article 56 KVG. Idiag expressly refers to this legal provision.

5. Conclusion of the contract

A contract is concluded once the processing of the order takes place in Idiag's logistics department. Sending or handing over the ordered goods to the customer also results in the valid conclusion of the contract.

An order bindingly placed with Idiag is irrevocable. Withdrawal from the contract is only possible for important reasons. Idiag is only obliged to deliver or perform according to the order if the customer has complied with its obligations.

6. Withdrawal from the contract

In the event of a delay in acceptance, late payment, the opening of bankruptcy proceedings against the assets of the client or the rejection of a bankruptcy application due to the lack of cost-covering assets or other important reasons in accordance with statutory provisions, Idiag shall be entitled either to insist on the fulfilment of the contract or to withdraw from the contract and to use the goods in any other way.

If the customer is a consumer in accordance with Section 13 of the German Civil Code (BGB), it is entitled to a 14-day right of withdrawal (see revocation instructions). Idiag points out to the customer that this right of withdrawal does not exist in the case of delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery.

7. Terms of Payment

Unless otherwise agreed, Idiag invoices must be paid no later than the 30th day after the invoice date.

In the event of late payment, interest on arrears in the amount of 5% plus any other costs incurred in bringing in the claim (fees, etc.) will be charged. In the event of a delay in payment, Idiag shall be relieved of all other performance and delivery obligations and shall be entitled to withhold outstanding deliveries and services.

Settlement with counterclaims is only permitted in consultation with Idiag.

8. Retention of title

The goods remain the property of Iddiag until full payment of the agreed purchase price has been received by Iddiag. The customer bears the full risk for the goods, in particular for the risk of loss, damage or deterioration.

In the event of a withdrawal or reclaim of the goods subject to retention of title by Iddiag, a withdrawal from the contract shall only be accepted if this is expressly agreed. In the event of goods being taken back, Iddiag is entitled to charge customers for transport and handling expenses.

9. Delivery, transport, shipping

If delivery delays occur, caused by force majeure, strike, lockout or other delays not caused by Iddiag, such as late delivery of the goods by suppliers of Iddiag, the agreed delivery date shall be postponed accordingly. However, if the delay in delivery lasts more than six weeks, the customer is entitled to withdraw from the contract without a cancellation fee. However, claims for damages against Iddiag are excluded in this case. The dispatch or self-collection of the goods takes place at the risk and expense of the customer. The same applies to the disposal of the packaging material in accordance with legal regulations.

Without prejudice to the statutory provisions, the risk of accidental loss or accidental deterioration shall in any case pass to the customer with delivery to the carrier.. At the express request of the customer, Iddiag concludes transport insurance on their account.

10. Transition of benefit and danger

Benefits and danger shall pass to customers at the latest upon the departure of the delivery ex works from Iddiag. If the shipment is delayed at the request of the customer or for other reasons for which Iddiag is not responsible, the risk shall pass to the customer at the time originally scheduled for delivery ex Iddiag's factory. From this point on, the delivery will be stored and insured at the expense and risk of the customer.

11. Testing and acceptance

The delivery will be checked at Iddiag prior to shipping. The carrying out of a special acceptance test and the determination of the conditions applicable to it require a separate agreement.

The customer must check delivery and services within 8 days of receipt and notify Iddiag of any defects immediately in writing. Failure to do so shall be deemed to have been approved by delivery and services, subject to any hidden defects.

12. Warranty / Liability for hidden defects

12.1. Unless expressly agreed otherwise, the warranty period for the delivery item is 24 months. It begins with the departure of the delivery ex works of Iddiag. If the shipment is delayed for reasons for which Iddiag is not responsible, the warranty period shall end no later than 30 months after notification of readiness for dispatch. For replaced or repaired parts of the delivery item, the warranty period is 6 months from the replacement or conclusion of the repair, if the warranty period for the delivery item expires earlier.

12.2. The warranty expires prematurely if the customer or third parties make changes or repairs without Iddiag's prior written consent, or if the customer does not immediately take all appropriate damage reduction measures and gives Iddiag the opportunity to remedy the defect.

12.3. Iddiag undertakes, at the written request of the customer, to repair or replace as soon as possible at Iddiag's choice all parts of the delivery item that become demonstrably damaged or unusable as a result of bad material, faulty construction or defective execution until the end of the warranty period. The parts in question shall be delivered to Iddiag on request. Insofar as defective parts are replaced, the replaced defective parts will become Iddiag's property.

12.4. Warranty and liability are excluded from damages that have not been demonstrably caused by bad materials, faulty construction or defective execution, e.g. as a result of natural wear and tear, defective maintenance, disregard of operating regulations, excessive use, unsuitable equipment, chemical or electrolytic influences, assembly work not carried out by Iddiag, as well as other reasons for which Iddiag is not responsible.

12.5. A prerequisite for warranty services from faulty software programs is that the defect in the unmodified original version of the relevant software program is reproducible and, moreover, documented in as much detail as possible. In the event of loss or damage to data and/or data material, the warranty does not include the cost of recovering lost data.

13. Liability and damages

Claims of the customer other than those expressly stated in these terms and conditions of delivery, regardless of the legal reason for which they are made, are excluded.

In no event shall the customer be entitled to compensation for damages that have not arisen on the delivery item itself, such as loss of production, loss of use, loss of orders, loss of profit and other direct or indirect damage. This exclusion of liability does not apply in cases of gross negligence or unlawful intent or to the extent that it is precluded by mandatory law.

14. Applicable law and place of jurisdiction

The contractual relationship is exclusively subject to Swiss law.

The place of jurisdiction for all disputes arising from the contract is Zurich. Iddiag is also entitled to sue the customer at its domicile or registered office.

15. Final provisions

If any provision of these General Terms and Conditions is or becomes invalid, the remaining provisions shall remain in effect.

The customer is obliged to notify changes to its delivery address immediately in writing. If the customer does not comply with this obligation, legal statements by Iddiag shall nevertheless be deemed to have been served to the customer in due time and in a legally effective manner.

Plans, sketches, concepts or other documents drawn up by Iddiag, as well as samples, catalogues, brochures, illustrations and the like, remain Iddiag's intellectual property. Unless expressly agreed in writing, the customer has no rights of use or exploitation in this regard.