

General Terms and Conditions (GTC)

brainreplixx.ch
Axel Lang
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I. Subject

Subject of this GTC is the production and sale of faithful, elastic replicates of human brain tissue for teaching, professional practice and research distributed by brainreplixx.ch Axel Lang, Kapellenweg 7, 5334 Böbikon (short „brainreplixx“).

Using a specially developed casting technique, brainreplixx produces macroscopic replicates of human tissue preparations. This technique is applicable for the production of replicates of different brain preparations, vessels, noses or even whole limbs.

These replicates are robust and made for repeated use. Replicates have been successfully applied for teaching, training courses and as exercise objects for specific operation procedures at medical schools in Switzerland and elsewhere.

For business connections between brainreplixx and the customer, the below trade terms at the time of ordering exclusively apply. Unless a written approval has been given, brainreplixx does not acknowledge different trade terms on the side of the customer.

The terms of the Swiss Code of Obligations are subsidiary applicable.

The use of personal data is addressed under 'privacy policy' which is an integral and binding part of the GTC. brainreplixx reserves the right to change trade terms at any time.

II. Contract closing

Sending an email with a list of requested goods constitutes a non-binding contract offer. brainreplixx will reply by email to this request solely to confirm the order. brainreplixx will then check this order and send a second email with a binding offer in the form of an invoice that is valid for 30 days. The offer includes type and number of articles, prices, shipping costs and additional costs (e.g., insurance costs) where applicable. The presentation of articles on our website does not guarantee a contract closure.

III. Prices and payment

Prices and price lists on www.brainreplixx.ch and oral price information are non-binding price indications. brainreplixx reserves the right to change prices at any time.

Prices on our webpage do not include sales tax, any additional taxes or costs and costs for shipment, insurance and consulting. Such additional costs will be charged separately, listed on the invoice, and are payable by the customer.

The invoice amount consists of prices applicable at the time of offer plus shipment costs, possible additional costs and costs for further agreed upon services. Costs for bank transfer are debited to the account of the customer.

The payment term is 30 days beginning from the date of the invoice. A sales transaction results with the payment of the customer.

After the receipt of a prepayment, the customer will be informed by email.

IV. Shipment

Shipment of brainreplixx products follows right after incoming prepayment unless other agreements exist. The customer will be charged for shipment costs.

The delivery period is two weeks and begins with the receipt of the prepayment. brainreplixx reserves the right for longer delivery periods. The customer will be informed in the confirmation email about the estimated delivery date.

After handover of the goods to the transport company, the customer carries all risks.

Handling charges caused by shipments returned to brainreplixx due to incorrect address details plus a charge of inconveniences (CHF 20.-) are to be paid by the customer.

V. Warranty, return, refund and replacement

Upon receipt, the customer has to inspect the ordered goods for lack of defects.

In case of defects, the customer has to inform brainreplixx within seven days of receipt of the goods. Without such a report the customer confirms that the goods are free of defects.

Should goods be damaged during transport, the customer has to right away inform the transport company.

brainreplixx.ch does not take responsibility for damage during transport.

brainreplixx can fulfill its warranty through replacements or refund of the selling price minus a compensation for use. No other claims of the customer exist such as conversation, reduction, compensation or provision during clarification.

Should defects be determined, the following procedures apply:

a) The customer contacts brainreplixx.ch via E-Mail describing the defects of the goods, if possible documented by photos.

b) brainreplixx conducts a preliminary review. When detecting a possible defect of goods, brainreplixx will inform the customer about further proceedings concerning return shipment. The customer pays for costs of return shipment. brainreplixx can waive return shipment and instead reimburse the customer for the purchase price.

c) This procedure usually takes three to five weeks (all times given without guarantee, deviations in individual cases depending on the customer's residence are reserved).

If the customer hides relevant information, feigns defects, or if defects deviate significantly from the customer's description whereas brainreplixx cannot detect any defects, the customer has to pay for return shipment to his address plus a sum of CHF 50.- to cover expenses). Return shipment to the customer follows receipt of cost for shipment plus the sum to cover expenses.

Entitlement to warranty go exclusively to the original purchaser.

The customer has the right to return goods without giving reasons within two weeks after receipt of goods.

In case of exercising the right to return goods, the customer covers all transport costs.

A reimbursement of the purchase price depends on the receipt and check of goods by brainreplixx.

VI. Duration of guarantee and disclaimer of liability

If properly handled (see instructions under FAQ and included in storage box), brainreplixx gives a two year warranty for all replicates.

Damages claims by the customer against brainreplixx are excluded.

This exclusion of liability holds also for representatives and subcontractors of brainreplixx should the customer make any claims against them.

VII. Applicable law and place of jurisdiction

Contractual relationships between brainreplixx.ch and the customer underly exclusively Swiss law. The UN Convention on Contracts for the International Sale of Goods is excluded.

Place of jurisdiction for all conflicts arising from the contractual relationship is Böbikon / AG.