

# General Terms and Conditions of Sale and Delivery

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All sales, deliveries, quotations and project designs of Calista GmbH, 8500 Frauenfeld, are subject to these General Terms and Conditions unless supplemented or amended by express written agreements.

### 1. Quotations

- 1.1. Quotations without a validity period are non-binding.
- 1.2. Quotations are confidential and may only be forwarded to persons who require them for processing.

### 2. Conclusion of Contract

- 2.1. A contract is only concluded upon written order confirmation by Calista GmbH. This applies subject to the actual availability of the goods.
- 2.2. Calista GmbH reserves the right to reject an order in whole or in part or to withdraw from the contract if products are not delivered or not delivered on time by the manufacturer, export or approval regulations oppose delivery, technical or regulatory reasons prevent delivery, or incorrect price or product information was provided (printing errors, system errors).
- 2.3. In such cases, payments already made by the customer will be fully refunded. Further claims by the customer are excluded.
- 2.4. For orders placed via the online shop or by e-mail, the automatically or manually issued order confirmation constitutes only an acknowledgement of receipt and does not represent an order acceptance or conclude a contract.  
The contract is formed only upon the explicit written order confirmation (e.g. by e-mail) issued by Calista GmbH. This applies in particular if products are not available, price information was incorrect, or regulatory reasons prevent delivery.

### 3. Scope and Delivery

- 3.1. The scope and execution of the delivery are defined in the order confirmation as described in Article 2.1. Material or services not listed therein may be invoiced separately.
- 3.2. Information and illustrations in printed materials, technical documents such as descriptions, drawings, brochures and the like are non-binding.

### 4. Technical Documentation / Software

- 4.1. The technical data are derived from the applicable documents. Calista GmbH reserves the right to adjust technical specifications if appropriate or required during execution.
- 4.2. Calista GmbH retains all ownership, copyright and usage rights to all technical documentation. Such documents may not be copied, reproduced, made available to third parties or used to manufacture products or parts thereof.
- 4.3. For software supplied with or after delivery for computers, microprocessors, data processing or control units, Calista GmbH grants the buyer a revocable, non-exclusive license under the terms of the applicable software license agreement. The programs remain the property of Calista GmbH and may be used exclusively with Calista GmbH devices. Without written consent, they may not be copied or otherwise duplicated.

### 5. Prices

- 5.1. Unless otherwise stated in the quotation, all prices are in Swiss francs (CHF), ex works, excluding shipping, transport, packaging and insurance.
- 5.2. Prices with annual discounts under ongoing framework agreements are indicated on the quotation, order confirmation or invoice if the discount can be calculated at the time the document is issued.

### 6. Payment Terms

- 6.1. The customer's payment obligation is fulfilled only upon receipt of the full purchase price and any ancillary charges, provided the amount is freely available to Calista GmbH.
- 6.2. In the event of late payment, Calista GmbH is entitled to charge default interest from the due date. The obligation to make contractual payment remains unaffected.
- 6.3. Payment deadlines must be observed even if transport, delivery, installation, commissioning or acceptance of the delivery is delayed or prevented for reasons not attributable to Calista GmbH.

### 7. Retention of Title

The delivery remains the property of Calista GmbH until full payment of all claims has been made. The customer is obliged to cooperate in any measures necessary to protect Calista GmbH's ownership. Calista GmbH reserves the right to register the retention of title independently.

### 8. Delivery Period

- 8.1. Delivery periods are based on stock and procurement conditions at the time they are set. If these change significantly, Calista GmbH is entitled to adjust delivery dates accordingly.
- 8.2. The delivery period begins on the date of receipt of the order, but no earlier than after receipt of all final execution details, clarification of all technical matters and receipt of any agreed advance payment. The delivery period is deemed met if the goods have been handed over to the carrier before its expiry.
- 8.3. The delivery period is extended appropriately in the case of subsequent changes to the order, unforeseen obstacles (for example force majeure, official orders, transport or supplier delays), or non-fulfilment of contractual obligations by the customer, particularly agreed payment terms.
- 8.4. The customer has no claim to damages or contract termination due to delayed delivery unless expressly agreed in writing.

### 9. Export

Deliveries are intended for use in Switzerland. Exports may only be carried out with CALISTA's written approval. This applies particularly to products subject to export restrictions by the Swiss government.

### 10. Inspection and Acceptance of Delivery

- 10.1. Each delivery is inspected before shipment where customary. If the customer requires additional tests or specific test protocols, these must be agreed upon in advance in writing and will be charged to the customer.
- 10.2. Obvious defects must be reported to Calista GmbH immediately upon receipt of the delivery.
- 10.3. The customer must inspect the delivery within 14 days of receipt (or after commissioning by Calista GmbH) and report any defects immediately in writing. If the customer fails to do so, the delivery is deemed accepted and approved.

## **11. Transfer of Benefit and Risk**

- 11.1. Benefit and risk transfer to the customer at the latest upon dispatch of the delivery ex works unless expressly agreed otherwise in writing. This applies even if delivery is made carriage paid, Incoterms such as CIF, FOB or similar clauses are agreed, or delivery includes later installation by Calista GmbH.
- 11.2. If dispatch is delayed or prevented for reasons not attributable to Calista GmbH, Calista GmbH is entitled to store the goods at the customer's expense and risk after notifying them. In this case, delivery is considered completed.

## **12. Returns**

- 12.1. The return of products is permitted only with the prior, explicit and written consent of Calista GmbH. Without such consent, the buyer has no claim to return, refund, or credit.
- 12.2. If Calista exceptionally approves a return, the buyer must first provide a written confirmation that the products were stored and handled correctly, appropriately, and in accordance with the respective manufacturer's specifications during the period of possession. Calista may request additional evidence.
- 12.3. For orders placed through the online shop, no statutory right of withdrawal or return exists. A return is only possible if expressly approved in writing by Calista.
- 12.4. Consumables, hygiene products, and non-reusable items – in particular products of the brands Circadia and Mentor, all gel, care and single-use products, as well as accessories and parts with regular replacement requirements – are excluded from return or withdrawal for hygiene, regulatory, and safety reasons.
- 12.5. Medical devices, particularly systems of the BTL brand, are generally excluded from return. A return of such devices will only be considered in exceptional cases and solely upon written approval of the management of Calista GmbH.

## **13. Transport and Insurance**

- 13.1. Unless otherwise agreed, shipping is at the customer's expense and risk. Without special instructions, Calista GmbH will choose the most advantageous method of shipment.
- 13.2. Special requests regarding shipping and transport must be communicated to Calista GmbH in good time.
- 13.3. Shipments with transport damage must be accepted with reservation and reported immediately to the carrier.
- 13.4. Additional insurance against all types of damage must be requested by the customer and will be charged to them.

## **14. Installation**

- 14.1. If a Calista GmbH system is to be installed, the customer must ensure in good time and at their own expense that all necessary structural, technical and organizational prerequisites are fulfilled so that installation can begin and be carried out without delay.
- 14.2. Unless installation is expressly included in the purchase price, it will be charged to the customer. Calista GmbH's rates valid at the time of delivery or execution apply.

## **15. Warranty**

- 15.1. Calista GmbH warrants the functionality of device components (but not consumables) provided defects are demonstrably due to material, design or manufacturing or assembly faults. Calista GmbH will remedy such defects by repair or replacement at its discretion.
- 15.2. Replaced parts become the property of Calista GmbH. Replacement or repaired parts do not begin a new warranty period; they are subject solely to the remaining term of the original warranty.
- 15.3. All devices carry a warranty period of 12 months from delivery. The warranty covers the replacement of defective device parts during this period. Consumables, accessories and wear parts are excluded. The validity of the warranty requires that at least one timely and chargeable maintenance service be carried out within 12 months from delivery by Calista GmbH or by a service partner authorised by Calista GmbH. If no maintenance or delayed maintenance is performed, the warranty claim expires prematurely.
- 15.4. The warranty period begins on the date of delivery to the end customer. Deviations or reductions are listed in the quotation.
- 15.5. No warranty exists for normal wear and tear, improper handling or disregard of operating instructions, insufficient maintenance by the customer, interventions or repairs by unauthorized third parties, use of non-approved spare parts, or damage not attributable to Calista GmbH.
- 15.6. Consumables are generally excluded from the warranty. These include batteries, accumulators, bulbs, fuses, electrodes, pads, applicators, cartridges, filters, lamps, gel products, care products, implants and all items requiring regular replacement. Products of the brands Mentor and Circadia are considered consumables.
- 15.7. Transport damage is not considered a warranty case and must be reported by the customer directly to the carrier immediately upon receipt.
- 15.8. Further claims by the customer, particularly damages, lost profits, contract termination or consequential costs, are excluded.
- 15.9. Calista GmbH is not obliged to provide warranty services as long as the customer is in default of contractual obligations, particularly payment.

## **16. Data Protection**

- 16.1. Calista GmbH processes and stores personal data required for contract execution, invoicing, delivery, installation, maintenance, service and customer communication. Data may be shared with partner companies if necessary for order fulfilment.
- 16.2. Transfer of customer data to third parties not involved in order execution occurs only with express customer consent unless Calista GmbH is legally obliged.
- 16.3. Calista GmbH may use names and basic order information in a reference list, such as in presentations or on the website. This is done only in neutral form and without confidential or personal details. The customer may object to this use at order placement or any time thereafter.
- 16.4. Calista GmbH may use address and contact data for internal marketing and information purposes. The customer may revoke this consent at any time by email.
- 16.5. In case of payment default or outstanding claims, Calista GmbH may forward customer data to collection agencies, legal representatives or other authorized partners as required to enforce claims.

## **17. Security in Webshops**

Calista GmbH uses SSL/TLS encryption for all input and transmission of personal data. Registration, login, order and payment information is always transmitted in encrypted form and protected from unauthorized access. Encrypted connections can be recognized by the "https://" prefix in the browser address bar.

## **18. Liability**

- 18.1. Calista GmbH is liable for contractual delivery in accordance with the warranty provisions.
- 18.2. Any further liability of Calista GmbH is excluded to the extent permitted by law. In particular, Calista GmbH is not liable for direct or indirect damages, lost profits, business interruptions or downtime, damages resulting from use, misuse or unavailability of delivered products, or third-party claims against the customer.
- 18.3. Calista GmbH is liable only for intentional or grossly negligent damage. Liability for slight negligence is excluded.

## **19. Applicable Law and Place of Jurisdiction**

- 19.1. Exclusively Swiss law applies.
- 19.2. Place of performance and jurisdiction for both the customer and Calista GmbH is 8500 Frauenfeld, Canton Thurgau, Switzerland. However, Calista GmbH is entitled to assert claims against the customer at their place of residence or business.

**Frauenfeld, 5 December 2025**

**Effective Date: 1 January 2026**

These General Terms and Conditions enter into force on 1 January 2026 and replace all previous versions.