

General Terms and Conditions (B2C) – SANDENCE GmbH

SANDENCE GmbH | Heidelbergstrasse 9 | 8355 Aadorf | Switzerland

Version: January 2026

0. Definitions

0.1 “SANDENCE” means SANDENCE GmbH, Heidelbergstrasse 9, 8355 Aadorf, Switzerland.

0.2 “Customer” means a natural person who orders products primarily for private purposes, not for commercial or professional use.

0.3 “Products” means all goods offered by SANDENCE in the online shop, in particular medical devices and accessories.

0.4 “IFU” (“Instructions for Use”) means the application instructions or directions for use supplied with the product or made available in the online shop.

0.5 The goods remain the property of SANDENCE until full payment has been received. Upon conclusion of the contract, the Customer authorises SANDENCE, at the Customer’s expense, to arrange registration of the retention of title in the relevant official registers and to complete all related formalities.

1. Scope

1.1 These Terms and Conditions apply to all orders placed by Customers via the SANDENCE online shop with a delivery address in Switzerland.

1.2 Any deviating or supplementary terms of the Customer shall apply only if SANDENCE expressly agrees to them in writing.

1.3 The version of these Terms and Conditions published in the online shop at the time of the order shall apply.

2. Conclusion of Contract

2.1 The presentation of products in the online shop does not constitute a legally binding offer, but rather an invitation to place an order.

2.2 By submitting an order, the Customer makes a binding offer to conclude a purchase contract.

2.3 The contract is concluded once SANDENCE confirms the order by shipping confirmation, dispatch of the goods, or an express acceptance. An automatic order confirmation does not constitute acceptance.

2.4 SANDENCE reserves the right to reject orders without stating reasons, in particular in cases of suspected misuse, lack of availability, outstanding claims, or technical inconsistencies.

2.5 The IFU forms an integral part of the contract and must be read and followed prior to use.

2.6 All product descriptions, images, photographs, texts and other media are protected and remain the exclusive property or usage right of SANDENCE, as applicable. Reproduction or imitation is prohibited and may give rise to legal action.

3. Prices and Shipping Costs

3.1 All prices are stated in Swiss Francs (CHF) and include statutory VAT unless otherwise indicated.

3.2 Shipping costs are shown separately during checkout and are borne by the Customer unless agreed otherwise.

3.3 The prices displayed in the online shop at the time of the order shall apply.

4. Payment

4.1 The available payment methods are specified in the online shop.

4.2 The purchase price is due upon conclusion of the contract. For invoice payments, the deadline stated on the invoice shall apply.

4.3 In the event of late payment, SANDENCE may charge default interest at 5% per annum and reasonable reminder fees. Further statutory claims remain reserved.

5. Delivery

5.1 Deliveries are currently made only within Switzerland.

5.2 Delivery times are non-binding unless expressly stated otherwise.

5.3 Partial deliveries are permitted if reasonable for the Customer.

5.4 Delivery is deemed completed once the shipment has been delivered to the specified delivery address. Proof of delivery is provided in particular by tracking information or the carrier's delivery confirmation.

5.5 If a delivery authorisation or designated drop-off location is used, the Customer bears the risk from the time of delivery in accordance with the carrier's terms.

5.6 The Customer must inspect the goods immediately upon receipt. Any visible defects or missing items must be reported without delay, and in any event within 7 calendar days. Hidden defects must be reported immediately after discovery.

5.7 In case of damage or loss during transport, the Customer must promptly arrange for an official report with the responsible carrier at their own expense. If the Customer fails to inspect the goods in due time, the delivery shall be deemed accepted.

6. Returns and Voluntary Right of Return

6.1 There is generally no statutory right of withdrawal under Swiss law. SANDENCE grants a voluntary right of return in accordance with this section 6.

6.2 The Customer may return unopened and unused products within 7 calendar days of receipt, in their original packaging, provided they are in perfect condition.

6.3 The right of return does not apply in particular to:

- (a) sealed goods which are not suitable for return for reasons of health protection or hygiene if the seal has been removed after delivery;
- (b) sterile products if the sterile packaging or seal has been opened or damaged;
- (c) products made to the Customer's specifications or clearly personalised.

6.4 For returns, the Customer must contact SANDENCE in advance (contact details in the online shop) and ensure adequate packaging. The Customer bears the risk of return shipment.

6.5 The Customer bears the cost of return shipment, except in cases of incorrect delivery or proven defects.

6.6 After inspection, SANDENCE will refund the purchase price using the original payment method. Credit notes (vouchers) will be issued only with the Customer's consent or if a refund is technically not possible. Shipping costs are refunded only if the return is due to an incorrect delivery or a defect.

7. Warranty

7.1 Statutory warranty rights under Swiss law apply. The warranty period ends no later than 3 months after delivery.

7.2 To the extent permitted by law, SANDENCE may, at its discretion, provide a replacement, issue a credit, carry out a repair if possible, or accept the return of the goods and refund the purchase price.

7.3 The Customer must provide the defective goods and, if available, the original packaging for inspection and reasonably cooperate in the assessment of the defect.

7.4 No warranty applies in particular to defects resulting from improper use, failure to follow the IFU, external influences, normal wear and tear, or unauthorised modifications.

8. Vigilance and Product Safety

8.1 The Customer shall report any safety-related incident, adverse event, or defect that may be related to a product without delay to SANDENCE, for example by email to info@sandence.ch.

8.2 Products must be used strictly in accordance with the IFU. SANDENCE shall not be liable for damages resulting from improper use, misuse, or failure to follow the IFU, to the extent permitted by law.

9. Liability

9.1 SANDENCE shall be liable for damages only in cases of intent or gross negligence. In cases of slight negligence, liability is limited to breaches of essential contractual obligations and to the foreseeable, typical damage.

9.2 Liability for personal injury and mandatory product liability remains unaffected.

9.3 To the extent permitted by law, liability for indirect or consequential damages, including loss of profit or loss of revenue, is excluded.

9.4 SANDENCE shall not be liable for failure or delay in performance due to events beyond its control, including force majeure such as strikes, lockouts, other industrial action by third parties, war, terrorism, natural disasters, epidemics, pandemics, or failures of public or private transport, shipping, flight, road, or communication networks.

10. Data Protection

10.1 SANDENCE processes personal data for contract performance, customer support, quality assurance, and compliance with legal and regulatory obligations.

10.2 SANDENCE may disclose personal data to service providers, such as payment and shipping providers or IT providers, and to manufacturers or partners, where this is necessary for contract performance, quality assurance, or compliance with regulatory obligations, for example vigilance. Data processing is carried out in accordance with the Swiss Data Protection Act (DSG) and, where applicable, the GDPR.

10.3 Further information can be found in the privacy policy on the website.

11. Applicable Law and Jurisdiction

11.1 Swiss law applies, to the exclusion of conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 The place of jurisdiction is the ordinary courts at the registered office of SANDENCE.

12. Final Provisions

12.1 If any provision of these Terms and Conditions is or becomes invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by the applicable statutory provision.

12.2 SANDENCE reserves the right to amend these Terms and Conditions at any time. The version valid at the time of the order shall apply to orders already placed.

12.3 The German version of these Terms and Conditions shall prevail.