

BEGO Standard Guarantee Policy

Status October 2023

This guarantee (hereinafter "BEGO Guarantee") of the BEGO Group, Wilhelm-Herbst-Str. 1, 28359 Bremen, Germany (hereinafter "BEGO") shall exclusively apply to the products listed below and for the benefit of customers who purchase devices directly from BEGO (hereinafter "Partner"). Third parties, in particular customers of the Partner, patients or intermediary suppliers, cannot derive any rights from this.

Under the following terms and conditions BEGO shall grant, parallel to the statutory warranty rights, in accordance with our Standard Terms of Business (German abbreviation: AGB), a time limited BEGO Guarantee of two years from the invoice date on the product acquired from us.

The deadline for calculation of the guarantee duration shall begin on the invoice date. The territorial scope of the guarantee protection is Europe-wide. The BEGO Guarantee covers that the products are free of defects, including the functionality and absence of material or production faults of the acquired product, as far as this concerns a product with the detail stating BEGO as the manufacturer (recognizable by the BEGO address behind the black factory on the type plate) on the product itself or its packaging ("Guarantee Case").

Defects that arise during the guarantee period will be remedied by BEGO or a subcontractor named by BEGO without charging the material costs. At the own discretion of BEGO, defective products will either be remedied through the exchange of new spare parts or the complete product replaced by a new product. The scope of the BEGO Guarantee is limited to the repair, exchange of parts or the new delivery of the product without material costs for the Partner. This guarantee shall explicitly not cover the expenses or other costs incurred owing to the defective product.

Replaced parts or products shall become the property of BEGO. Guarantee services shall not lead to an extension of the guarantee period. Further claims arising from this guarantee against BEGO such as rescission, reduction in price or damages – no matter of what kind – are excluded.

In a Guarantee Case please contact the respective company shown in your contract, on your invoice or order confirmation, of the BEGO Group with the registered seat in Bremen (Wilhelm-Herbst-Str. 1, 28359 Bremen, Germany). The prerequisite for claiming a guarantee service is that you enable us to examine the Guarantee Case (e.g. by making the product available and providing a truthful and detailed description of the problem). Attention is to be paid that damages to the product on the possibly necessary transport route are avoided by secure packaging. A copy of the invoice of the product shipment is to be enclosed in order to apply for the guarantee service so that we can check whether the guarantee deadline has been adhered to. Without a copy of the invoice, we can refuse the guarantee service.

Products excluded from this guarantee are:

- Accessories and parts subject to wear and tear;
- Products, on which a shorter shelf life than the guarantee period is stated, and this shelf life has already been exceeded;
- Products, which are not sold as new goods by BEGO.

Guarantee claims are excluded in case of damages to the product through:

- Normal wear and tear, insufficient care or accidents;
- False or improper storage;
- Faulty assembly or putting into operation by the customer or third parties;
- Use not as intended, use by failing to comply with the technical documentation, instructions for use and/or the safety instructions or other improper/unsuitable handling;
- External influences (e.g. transport damage, damage due to vibration, overheating, water, moisture or acids) or other chemical, electrochemical or electrical influences;
- Use of unsuitable accessory parts or unsuitable operating materials;
- Autonomously carried out maintenance or attempts at repair contrary to the provisions or without authorization.

The guarantee shall lapse:

- If the type or serial number of the product is changed, erased, removed or rendered illegible;
- Repairs and modifications were carried out by third parties, unauthorized bodies or autonomously.

The guarantee does not cover the following points:

- Reasonable and necessary labor costs of the company carrying out the guarantee work (BEGO or subcontractor);
- Fees, treatment costs and/or other costs/expenses which were or will still be incurred to the Partner or third party;
- Regular maintenance and repairs or replacement of parts due to normal wear and tear;
- Costs for packaging and transport;
- Transport risks, which are directly or indirectly associated with this guarantee;
- Costs for necessary repairs, adjustments etc., carried out besides the guarantee services.

Your legal rights against BEGO from the contract concluded with BEGO are not restricted through this BEGO guarantee. Possibly existing statutory warranty rights shall remain unaffected by this guarantee promise. This BEGO guarantee shall therefore not infringe your legal rights but shall rather extend your legal position.

Should the product be defective then you can contact BEGO in each case within the scope of the statutory warranty irrespective of whether a Guarantee Case exists, or a claim is asserted against the guaranteee.

For a further scope of guarantee we refer to additional guarantees for certain products and/or services of BEGO. You can find this on www.bego.com.

Bremen, October 2023