

# TERMS AND CONDITIONS OF BEE MEDIC (CUSTOMERS OF THE UK)

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## A. General

### 1. Scope

1. Our general terms and conditions apply exclusively to all deliveries and other services provided by BEE Systems Ltd. These also apply to all future agreements with the customer, even if they are not expressly agreed again.
2. We do not recognize any conflicting terms and conditions of our customers unless we have expressly agreed to their validity in writing. Our terms and conditions also apply if we provide services to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. Deviating agreements and verbal agreements are only effective if they are confirmed in writing.

### 2. Text form

Subsidiary agreements, changes or additions regarding contractual relationships with BEE Systems Ltd. must be made in writing to be effective. The agreement to waive the text form requirement must also be in text form.

## B. Sale and delivery of goods (except software)

### 3. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us only comes into being as follows:
  - a. The customer submits an offer (in the form of a web shop order) to conclude a purchase contract by first placing goods in the shopping cart in our web shop and completing the order process by clicking the order button. This offer is accepted on our part if an order confirmation directed to it is sent to the customer in text form.
  - b. The customer contacts us by phone or in text form and subsequently receives a written offer or an order confirmation from us. The customer can accept our offer by expressly declaring acceptance to us.
2. The acceptance of our offer to conclude a purchase contract can take place within two weeks of receipt of the offer, but a maximum of three weeks from the dispatch of the offer. The deadline is met if the customer's declaration of acceptance is sent or the customer's payment is received during this time.

If the customer's declaration of acceptance or prepayment is only sent after this period has expired, this constitutes an offer by the customer to BEE Systems Ltd. to conclude a contract. This offer is accepted on our part if an order confirmation is sent to the customer in writing.

3. Our service in this area only includes the delivery of the ordered goods. Our order confirmation is exclusively decisive for the scope of the contractually owed service.
4. We only owe the delivery of goods of average type and quality.

#### 4. Prices, price retention and terms of payment

1. Our prices for the devices and accessories do not include the costs of shipping or the statutory value-added tax owed in each case. If the delivery is made in several deliveries at the customer's request, the customer also bears all additional costs of transport that arise as a result.
2. In the absence of a special agreement, payment must be made free of charge and in full before shipment of order. Installment payments or partial payments are only accepted after prior agreement. In the event of a delay in payment of the installments, the entire outstanding amount is due for payment immediately and can be transferred to a collection agency.

A delivery to new customers takes place only against prepayment. We reserve the right to only deliver after payment in advance, even with existing customer relationships.

All bank charges are shared costs (SHA). Each party pays the respective costs incurred by the house bank. Surcharges can be levied on the gross invoice amount for individual payment methods. These will then be shown separately in advance on the offer or the order confirmation.

3. Calculation errors, arithmetic, spelling or illustration errors are reserved.
4. Customs duties or freight costs are borne by the customer. We will provide evidence of these costs to the customer upon request.
5. The customer is in default of payment even without a reminder.
6. There is a 15-day grace period before the payment is considered past due. If payment reaches the past due point, a £ 40 late fee will be applied.

#### 5. Delivery / Delivery deadline

1. Unless a separate delivery period has been agreed upon, the delivery of the contractual goods to the post office or other delivery services takes place immediately
  - a. After receipt of payment unless otherwise terms have been agreed upon,
  - b. After BEE Systems Ltd. has sent the declaration of acceptance, in the case of payment on account or, in the case of late payment in advance by the customer, on a previous order confirmation from BEE Systems Ltd.
2. If the customer has chosen shipping in one delivery when ordering several products, all ordered goods must be in stock at BEE Systems Ltd. in addition to the aforementioned requirements.
3. PO boxes are not accepted as delivery addresses.
4. In the case of unforeseen obstacles to performance for which we are not responsible, such as cases of force majeure, strikes, epidemics/pandemics, terror, war, natural disasters, operational disruptions in our own company or in that of the upstream supplier, transport difficulties or the like, as well as official measures such as one Customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

#### 6. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the purchased item is transferred to the customer as soon as we have handed over or delivered the purchased item to the post office, the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the transport / dispatch.
2. Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.

## 7. Retention of Title

We reserve ownership of the purchased item until the purchase price has been received in full. In order to exercise our rights of retention of title, we are also entitled to withdraw from the contract without prior warning.

## 8. Examination of the purchased item / notification of defects

1. The customer must inspect the purchased item within 48 hours of receipt for any transport damage, completeness or other defects and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the timeliness of the complaint, it is sufficient to send it by email to [office@beemedic.co.uk](mailto:office@beemedic.co.uk) (relevant date of dispatch) or by letter (relevant postmark).

## 9. Defect rights/liability

1. The statutory warranty rights of the customer presuppose that the customer has properly complied with his inspection and complaint obligations within the meaning of No. 8. Otherwise any warranty rights are excluded.
2. In the event that the defect is remedied by supplementary performance, the customer must return the product in question to us immediately.
3. We are liable for damage according to the legal regulations as follows:
  - a. In the event of a culpable breach of an essential contractual obligation, the liability for damages is limited to the foreseeable, contract-typical damage, unless the breach of contract was intentional.
  - b. In the case of other breaches of duty, we are only liable for intent or gross negligence, including intent and gross negligence on the part of our representatives and vicarious agents. In the case of only grossly negligent breach, liability is limited to the foreseeable, contract-typical damage.
4. Liability for culpable injury to life, limb or health remains unaffected; this also applies if there is liability under the Product Liability Act.
5. Unless otherwise regulated above, liability is excluded.
6. The limitation period for warranty rights of the customer is 4 weeks, calculated from receipt of the purchased item.

## 10. Exchange / return

The exchange or return of faultless goods is not possible.

# C. Provision of rental and test equipment

## 11. Rental and loaner equipment

1. "Rental devices" are those devices that are made available to the customer for a limited period of time for use, with a view to a possible future purchase of a corresponding device.
2. "Loaner devices" are those devices that are made available to the customer for use for a limited period of time.
3. The device is and remains the property of BEE Systems Ltd.

## 12. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us comes about as follows:
  - a. The customer submits an offer to conclude a rental agreement by filling out the "Subscription" forms provided upon request. This offer is accepted on our part if a rental confirmation aimed at this is sent to the customer in text form.
  - b. The customer contacts us by phone or in text form and subsequently receives a written offer from us. The customer can accept our offer by expressly declaring acceptance.
2. Our offer to conclude a purchase contract can be accepted within two weeks of receipt of the offer, but no more than three weeks from the dispatch of the offer. The deadline is met if the customer's declaration of acceptance is sent during this time. If the customer's declaration of acceptance is only sent after this period has expired, this constitutes an offer by the customer to BEE Systems Ltd. to conclude a contract. This offer is accepted on our part if a rental confirmation is sent to the customer in text form.

### 13. Rent, reservation of price and terms of payment

1. The invoiced fee for a rental or loaner device is understood to include the costs of packaging and transport to the customer as well as the respective statutory value added tax.
2. A full monthly rent is charged for each commenced calendar month on the same date as the initial invoice.
3. If a loaner device is provided for the duration of repairs within the scope of the sales law guarantee, only the initial fee will be charged for this duration.
4. BEE Systems Ltd. bills monthly on the same date unless special circumstances have been agreed upon or the date falls on a weekend or holiday at which the billing will occur the following business day.
5. In the absence of a special agreement, payment must be made free of charge and in full within 14 days of being invoiced.
6. The customer is in default of payment even without a reminder.
7. In the event of default in payment (15 days past due date), the customer must pay an additional £ 40 late fee.
8. In any case, a deposit in the amount of a net monthly rent is to be paid. This is due on the day the tenancy begins.

### 14. Delivery / delivery time

1. Unless a separate delivery period has been agreed, the contractual rental or loaner device will be handed over to the post office or other delivery services immediately after the rental confirmation has been sent by BEE Systems Ltd. or the customer's declaration of acceptance has been received
2. PO boxes are not accepted as delivery addresses.
3. In the event of unforeseen obstacles to performance for which BEE Systems Ltd. is not responsible, such as cases of force majeure, epidemics / pandemics, terror, war, natural disasters, strikes, operational disruptions in our own company or that of the sub-supplier, transport difficulties or the like, as well as official measures such as a customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

### 15. Examination of rental and test equipment / notification of defects

1. The customer must inspect the rental or test device within 48 hours of receipt for any transport damage, completeness or other defects and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the timeliness of the complaint, the timely sending of the complaint by email to office@beemedic.co.uk (decisive date of dispatch) or letter(decisive postmark)is sufficient.

### 16. Defect rights/liability

1. The statutory warranty rights of the customer presuppose that the customer has properly complied with his inspection and complaint obligations. Otherwise any warranty rights are excluded.
2. In the event that the defect is remedied through supplementary performance, the customer must return the rental or loaner device complained about to us immediately.
3. We are liable for damage according to the legal regulations as follows:
  - a. In the event of a culpable breach of an essential contractual obligation, the liability for damages is limited to the foreseeable, contract-typical damage, unless the breach of contract was intentional.
  - b. In the case of other breaches of duty, we are only liable for willful intent or gross negligence, including willful intent and gross negligence on the part of our representatives and vicarious agents. In the case of only grossly negligent breach, liability is limited to the foreseeable, contract-typical damage.
4. Liability for culpable injury to life, limb or health remains unaffected; this also applies if there is liability under the Product Liability Act.
5. Unless otherwise regulated above, liability is excluded.
6. The limitation period for warranty rights of the customer is 4 weeks, calculated from receipt of the purchased item.

## 17. Use of the device

1. The device may only be used in accordance with the instructions for use and only by trained personnel.
2. The device must not be labeled or pasted.

## 18. Return the device

1. At the end of the rental/loaner period, the customer must return the device, including all accessories, to BEE Systems Ltd.
2. The costs for a return are always borne by the customer. In selected cases, we will provide you with a return label for low-cost returns. If you have not received a return label, please choose an insured and trackable shipping method with a tracking number.
3. Before returning the device and accessories, they must be properly cleaned.
4. The device that has been made available must be sent back. If a device with a different serial number is returned, the additional costs incurred for the necessary exchange for postage and packaging will be charged. The serial number of the rental or test device is noted on the delivery note.

## 19. Bearing of risk

1. The risk of accidental loss and accidental deterioration of the rental or test device is transferred to the customer as soon as we have handed over or delivered the rental/loaner item to the post office, the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the transport/dispatch . Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.
2. The customer is responsible for any loss or damage during the return shipment.
3. If a device is returned to us defective, with incomplete or completely missing accessories or uncleaned, the customer will be charged for the depreciation, the replacement of the missing or defective parts or the cleaning, in the case of severe damage or loss, the full price of the device.

## D. Sale and delivery of software products

### 20. Offer, conclusion of contract and scope of services

1. Information on our part in catalogs, in brochures, on the Internet or other media do not constitute an offer, but are merely requests to submit an offer. A contractual relationship with us comes about as follows:
  - a. The customer submits an offer to conclude a purchase contract by placing the desired software in the shopping cart in our web shop and completing the order process by clicking on the order button. This offer is accepted on our part if an order confirmation aimed at this is sent to the customer in text form.
  - b. The customer contacts us by phone or in text form and subsequently receives a written offer from us in text form. The customer can accept our offer by expressly declaring acceptance to us or implicitly by timely payment of the final amount stated in the offer to our account stated in the offer.
2. Our offer to conclude a purchase contract can be accepted within two weeks of receipt of the offer, but no more than three weeks from the dispatch of the offer. The deadline is met if the customer's declaration of acceptance is sent during this time.

If the customer's declaration of acceptance is only sent after this period has expired, this represents an offer by the customer to BEE Systems Ltd. to conclude a contract. This offer is accepted on our part if an order confirmation is sent to the customer in text form.
3. The software provided by BEE Systems Ltd. partially obtains it itself from third parties. The exact scope of the respective licenses or usage rights results from the text that is displayed when the software is installed.
4. In the case of software, the contractually owed service exclusively includes its delivery/provision. We do not owe the hardware required to operate or use the software purchased. This is to be obtained by the customer either separately from us (e.g. the application devices and the accessories, see **B. Sale and delivery of goods (except software)** ) or from third parties (e.g. computer, operating system, monitors). The customer is also responsible for creating and maintaining the system requirements required for the installation and operation of the software we purchase, which are described in detail on our website.

## 21. Prices, price retention and terms of payment

1. Our prices for the software do not include any costs for packaging and transport as well as the statutory value-added tax owed in each case. If delivery is made in several deliveries at the customer's request, the customer also bears all additional costs for packaging and transport that arise as a result.
2. In the absence of a special agreement, payment must be made free of charge and in full prior to shipping the order. Installment payments or partial payments are only accepted after prior agreement. In the event of a delay in payment of the installments, the entire outstanding amount is due for payment immediately and can be transferred to a collection agency.

A delivery to new customers takes place only against prepayment. We reserve the right to only deliver after payment in advance, even with existing customer relationships.

All bank charges are shared costs (SHA). Each party pays the respective costs incurred by the house bank. Surcharges can be levied on the gross invoice amount for individual payment methods. These will then be shown separately in advance on the offer or the order confirmation.
3. Calculation errors, arithmetic, spelling or illustration errors are reserved.
4. Customs duties are borne by the customer. We will provide evidence of these costs to the customer upon request.
5. The customer is in default of payment even without a reminder.
6. In the event of default in payment, the customer must pay a £ 40 late fee.

## 22. Delivery / delivery time

1. Unless a separate delivery period has been agreed, the delivery of the contractual goods to the post office or other delivery services takes place immediately
  - a. After receipt of payment in cases of timely payment in advance,
  - b. After passing the declaration of acceptance by BEE Systems Ltd. in cases of payment on account or in cases of late advance payments of the customer on a previous order confirmation from BEE Systems Ltd.
2. If the customer has chosen shipping in one delivery when ordering several products, all ordered goods must be in stock at BEE Systems Ltd. in addition to the aforementioned requirements.

3. PO boxes are not accepted as delivery addresses.
4. If the software is only made available as a download, the customer will receive access in 1-2 business days unless purchased on a non-business day or holiday.
5. In the event of unforeseen obstacles to performance for which we are not responsible, such as cases of force majeure, epidemics/pandemics, terror, war, natural disasters, strikes, operational disruptions in our own company or in that of the upstream supplier, transport difficulties or the like, as well as official measures such as (for example) a customs inspection, if this prevents us from fulfilling our obligations on time, the delivery period is extended by the duration of the impediment to performance.

## 23. Transfer of risk

1. The risk of accidental loss and accidental deterioration of the software is transferred to the customer as soon as we have handed or delivered it to the post office or the person or institution otherwise assigned to carry out the dispatch.
2. Transport insurance is only taken out upon written application by the customer; the costs are borne by the customer.

## 24. Retention of title

We reserve ownership of the software until the purchase price has been received in full. We are also entitled to exercise our retention of title rights without withdrawing from the contract.

## 25. Examination of the software / notification of defects

1. The customer must examine the software for any transport damage, completeness or other defects within 48 hours of receipt and report such damage or defects, stating the specific defect, within a further 24 hours.
2. Hidden defects must also be reported within 24 hours of their discovery, specifying the specific defect.
3. For the complaint to be timely, it is sufficient to send it in good time by email to [office@beemedic.co.uk](mailto:office@beemedic.co.uk) (decisive date of dispatch) or by letter (decisive postmark).

## 26. Rights of defects / liability

1. The statutory warranty rights of the customer assume that they have complied with duties of investigation and objection in relation to No. 25. Otherwise, any warranty rights are excluded.
2. In case of a rectification of a defect, the customer has to return the rejected product to us immediately. For the duration of the use, the customer has to provide compensation for value within § 346 paragraph 2 BGB (German Civil Code) or to deduct drawn benefits within § 346 paragraph 1 BGB.
3. We are liable according to the legal regulation for damages as follows:
  - a. in case of a culpable breach of a contractual obligation, the liability of damages is limited to foreseeable contract-typical damages, unless the breach of contract was intentional.
  - b. in case of other breaches of duty, we are only liable for intent or gross negligence, including it on the part of our representatives and vicarious agents. In the case of an only grossly negligent breach, the liability is limited to foreseeable contract-typical damage.
4. Liability for culpable injury to life, body or health remains unaffected; this also applies if there is a liability under the Product Liability Act.
5. Unless otherwise stated, liability is excluded. In particular, we assume no liability with regard to compliance with the statutory / licensing provisions for playing copyrighted media content on data carriers not supplied by us or content provided via streaming services using the software "Advanced Media Player" and "Advanced Browser" obtained from us for commercial / commercial purposes by the customer (e.g. in the context of therapies). The customer or the respective user/licensee is solely responsible for compliance with the relevant legal and/or licensing regulations. Any liability with regard to the functionality of third-party streaming services, the content shown and the use of streaming services in therapy is excluded.

6. The liability and warranty rights of the "Advanced Media Player" software do not include the blanket use or playback of all DVDs and files, as not all available DVDs or files are technically supported due to technical circumstances. The following technically unsupported data carriers or files are explicitly excluded from liability and warranty rights: Blu-ray Discs, DVDs from the publisher Walt Disney and files in compressed folders of the Zip file format.
7. The limitation period for warranty rights of the customer is 4 weeks starting from the receipt of the purchased item.

## 27. Exchange / Return

The exchange or return of software products is not possible.