

Last update: February 2021

TERMS AND CONDITIONS OF BEE MEDIC GMBH (CUSTOMERS OUTSIDE OF THE EU)

The present terms and conditions are a translation of their original German version. In case of litigation only the German version shall apply.

A. General

1. Area of application

1. For all deliveries and other services of the Swiss BEE Medic GmbH towards entrepreneurs based in Switzerland or outside of the EU apply exclusively to our terms and conditions. These also apply to all future agreements with the customer, even if it is not explicitly agreed upon again.
2. We do not recognise any conflicting terms and conditions of our customers unless we have explicitly agreed to their terms in writing. Our terms and conditions also apply if we provide services to the customer without reservations despite knowledge of conflicting or deviating terms and conditions of the customer. Differing agreements and verbal agreements are only effective if we confirm them in text form.

2. Text form

Collateral agreements, changes or additional contractual relationships with BEE Medic GmbH must be validated through text form. The agreement to waiver of the text form also requires validating through text form.

B. Sale and delivery of goods (except software)

3. The offer, contract, and scope of services

1. Information displayed by us within catalogs, brochures, on the internet or within other media does not depict an offer, but merely invites to submit an offer. A contractual agreement will be made under the following conditions:
 - a. The customer makes an offer (via Webshop order form) to conclude a sales agreement by placing goods in the shopping cart in our webshop and completing the order process by clicking on the order button. The offer is accepted on our part if an order confirmation directed to the customer is sent in text form.
 - b. The customer contacts us by telephone or in text form and subsequently receives an offer letter or an order confirmation from us in text form. Our offer can be accepted by the customer through an explicit declaration of acceptance or conclusively making a payment of the final amount stated within the period prescribed on the account stated on the offer.
2. The agreement of our offer to conclude a purchase can be made within two weeks of receiving the offer, but not more than three weeks after the offer has been sent. The deadline is preserved if the customer sends their declaration of acceptance or the payment is instructed by the customer within the given timeframe.
If the customer sends the declaration of acceptance or their deposit after the allocated period of time

has expired, it constitutes as an offer by the customer to BEE Medic GmbH to create a sales agreement. The offer is accepted on our part if an order confirmation directed to the customer in text is sent.

3. Our services in this area include the delivery of the ordered devices and/or equipment. For the scope of the contractually agreed service only our order confirmation is valid.
4. We confirm the delivery of goods to be of average kind and quality.

4. Prices, price reservations and terms of payment

1. Our prices for devices and equipment are additional to the costs of packaging and transport as well as the legally owed value added tax (VAT), respectively. If the delivery is made in several deliveries at the customer's request, the customer also bears all additional costs of packaging and transport.
2. Unless agreed otherwise, the payment is free of charge and must be paid in full within 30 days of the receipt of the invoice. Installments or partial payments are only accepted after a prior agreement. In the event of a late payment, the entire outstanding amount is due for payment immediately and a claim can be prosecuted. A delivery to new customers can only take place after an advance payment. We reserve the right to request an advance payment of a delivery with existing customers. All bank charges are to be paid by the customer. Surcharges may be levied on the gross invoice amount for individual payment methods. These will then be shown separately on the offer or order confirmation in advance.
3. Calculation errors, arithmetic, writing or image errors are reserved.
4. Customs duties or freight costs are to be paid by the customer. We will provide evidence of these costs to the customer if requested.
5. The customer can have a delayed payment without being reminded of such. However, if such reminders are sent they will be charged to the customer, with the flat rate being 10 CHF per reminder.
6. In case of a delayed payment, the customer must pay interest on the claim in the amount of nine (9) percent above the base interest rate. We are entitled to charge the customer a higher interest rate if there is a legal reason for doing so.

5. Delivery / Delivery deadline

1. Unless a differing delivery period is agreed upon, the delivery of the contractual goods to the post office or other delivery services takes place without delay:
 - a. After the payment has been received in cases of advance payments within the given time period.
 - b. After passing the declaration of acceptance by BEE Medic GmbH in cases of payment on account or in cases of late advance payments of the customer on a previous order confirmation from BEE Medic GmbH

If the customer has selected the delivery of the package as one when ordering several products, all ordered goods must be in stock at BEE Medic GmbH in addition to the aforementioned requirements.

2. Postboxes are not accepted as a delivery address.
3. In the event of unforeseen circumstances beyond our control, as cases of force majeure, Epidemic/pandemic, terrorism, war, natural disasters, strikes, disruption within our own faculty or within that of the subcontractor, transport difficulties or the like, and official measures, such as customs inspection, and we are thereby prevented from fulfilling our obligations within the given time period, we shall extend the delivery period by the duration of the impediment.

6. Risk of transfers

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 goods to the post office, forwarding agent, carrier, or the person or institution otherwise responsible for carrying out the transport or shipment.
2. Transport insurance will only be granted upon written request of the customer and the costs will be carried by the customer.

7. Reservation of proprietary rights

We reserve the right to ownership of the purchased item until the full purchase price has been received. To reserve the right of proprietary rights we are also entitled to withdraw from the contract without prior notice.

8. Examination of purchased items / Notifications of defects

1. The customer must inspect the purchased goods for possible transport damage, completeness or other defects within 48 hours upon receiving the delivery and indicate such damages or defects within a further 24 hours, stating the specific defect.
2. Hidden defects must also be reported within 24 hours of discovery stating the specific defect.
3. For the timeliness of the complaint, the timely dispatch of the complaint by email to office@beemedic.ch (mainly by date of email dispatch) or by letter (mainly by postmark) is sufficient.

9. Warranty rights and liability

1. The statutory warranty rights of the customer assume that they have complied with duties of investigation and objection in relation to No. 8. Otherwise, any warranty rights are excluded.
2. In case of a rectification of a defect, the customer has to return the rejected object to us immediately. For the duration of the use, the customer has to provide compensation for the value or to deduct drawn benefits.
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.
6. The limitation period for warranty rights of the customer is 4 weeks starting from the receipt of the purchased item.

10. Exchange or return

The exchange or return of faultless goods is not possible.

C. Provision of rental and test equipment

11. Rental and test equipment

1. The term "rental equipment" refers to equipment that is made available to the customer for a limited period of time and a charge, unless it is test equipment stated in paragraph (2).
2. "Test equipment" refers to equipment which is made available to the customer for a possible future purchase of said equipment for a limited period of time.
3. The equipment is and remains the property of BEE Medic GmbH.

12. Offer, contracts and scope of services

1. Information displayed by us within catalogs, brochures, on the internet or within other media does not depict an offer, but merely invites to submit an offer. A contractual agreement will be made under the following conditions:
 - a. The customer makes an offer to conclude a rental agreement by filling in the "Rental equipment and test equipment" form and completes the order process by clicking on the order button. This offer is accepted on our part if a rental confirmation directed to the customer is sent in text form.
 - b. The customer contacts us by phone or in text form and will subsequently receive an offer letter from us in text form. Our offer can be accepted by the customer through an explicit declaration.
2. The acceptance of our offer to conclude a purchase agreement can be made within two weeks from receiving the offer, but no longer than three weeks after the offer has been sent. The deadline is respected if the declaration of acceptance of the customer was sent during this time. If the customer sends the declaration of acceptance after the allocated period of time has expired, it constitutes as an offer by the customer to BEE Medic GmbH to create an agreement. The offer is accepted on our part if an order confirmation directed to the customer is sent in text form.

13. Rental fees, price reservations and terms of payment

1. The rent for a rental or test device includes the cost of packaging and transport as well as the statutory VAT to the customer.
2. One full month's rent will be charged per the start of every calendar month.
3. If the rental device requires repairs in relation with the warranty under the terms of the purchase, no rent will be charged for the duration of this period.
4. The billing by BEE Medic GmbH takes place after return of the device or quarterly.
5. Unless otherwise agreed, the payments are free of charge and must be paid in full within 30 days of receiving the invoice. Installments or partial payments are only accepted if a prior agreement has been made. In the event of a late payment, the entire outstanding amount is due for payment immediately and a claim can be prosecuted. All bank charges are to be paid by the customer. Surcharges may be levied

on the gross invoice amount for individual payment methods. These will then be shown separately on the order confirmation.

6. The customer can have a delayed payment without being reminded of such. However, if such reminders are sent they will be charged to the customer, with the flat rate being 10 CHF.
7. In case of a delayed payment, the customer must pay interest on the claim in the amount of nine (9) percent above the base interest rate. We are entitled to charge the customer a higher interest rate if there is a legal reason for doing so.
8. In any case a deposit of monthly rent is required. This is due on the first day of the lease.

14. Delivery / delivery time

1. Unless a differing delivery period is agreed upon, the delivery of the contractual rental or test equipment to the post office or other delivery services takes place immediately after the confirmation of the lease has been sent by BEE Medic GmbH or the client receives the acceptance.
2. Postboxes are not accepted as a delivery address.
3. In the event of unforeseen circumstances beyond our control, as cases of force majeure, Epidemic/pandemic, terrorism, war, natural disasters, strikes, disruption within our own faculty or within that of the subcontractor, transport difficulties or the like, and official measures, such as customs inspection, and we are thereby prevented from fulfilling our obligations within the given time period, we shall extend the delivery period by the duration of the impediment.

15. Examination of rental and test equipment / Notifications of defects

1. The customer must inspect the rental or test equipment for possible transport damage, completeness or other defects within 48 hours upon receiving the delivery and indicate such damages or defects within a further 24 hours, stating the specific defect.
2. Hidden defects must also be reported within 24 hours of discovery stating the specific defect.
3. For the timeliness of the complaint, the timely dispatch of the complaint by email to office@beemedic.ch (mainly by date of email dispatch) or by letter (mainly by postmark) is sufficient.

16. Warranty rights and liability

1. The statutory warranty rights of the customer assume that they have complied with duties of investigation and objection in relation to No. 15. Otherwise, any warranty rights are excluded.
2. In case of a rectification of a defect, the customer has to return the rejected rental or test equipment to us immediately.
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.
6. The limitation period for warranty rights of the customer is 4 weeks starting from the receipt of the purchased item.

17. Use of the device

1. The device may only be used in accordance with the instructions and only by trained personnel.
2. The device is not to be labeled or laminated.

18. Return of the rental or test equipment

1. After expiry of the rental period, the customer must return the device and all accessories to BEE Medic GmbH Swiss.
2. The costs for a return shipment are always at the expense of the customer. In selected countries we provide a return label for a low-cost return shipment. If you have not received a return label, please choose an insured and traceable shipping method with a tracking number.
3. Before returning the device and accessories are to be cleaned properly.
4. The device which has been available is exactly that what must be sent back. If a device with a different serial number is returned, the additional costs for postage and packaging incurred for the replacement required will be charged. The serial number of the rental or test equipment is noted on the delivery note.

19. Risk of transfers

1. The risk of accidental loss and accidental deterioration of rental or test equipment is transferred to the customer as soon as we have handed over or delivered the leased property to the post office, forwarding agent, carrier, or the person or institution otherwise responsible for carrying out the transport or shipment.
Transport insurance will only be granted upon written request of the customer and the costs will be carried by the customer.
2. The customer is liable for loss or damage during the return shipment.
3. If a device is defective, returned with incomplete or completely missing accessories, or not cleaned, the customer will be charged with the depreciation, the replacement of missing or defective parts as well as the cleaning price. In case of serious damage or loss, the full price of the device is to be paid.

D. Sale and delivery of software products

20. Offer, contracts and scope of services

1. Information displayed by us within catalogs, brochures, on the internet or within other media does not depict an offer, but merely invites to submit an offer. A contractual agreement will be made under the following conditions:

- a. The customer makes an offer to conclude a purchase agreement by placing the desired software in the shopping cart and completes the order process by clicking on the order button. This offer is accepted on our part if an order confirmation directed to the customer in text form.
 - b. The customer contacts us by telephone or in text form and subsequently receives an offer letter or an order confirmation from us in text form. Our offer can be accepted by the customer through an explicit declaration of acceptance or conclusively making a payment of the final amount stated within the period prescribed on the account stated on the offer.
2. The acceptance of our offer to conclude a purchase agreement can be made within two weeks from receiving the offer, but no longer than three weeks after the offer has been sent. The deadline is respected if the declaration of acceptance of the customer was sent during this time. If the customer sends the declaration of acceptance after the allocated period of time has expired, it constitutes as an offer by the customer to BEE Medic GmbH to create an agreement. The offer is accepted on our part if an order confirmation directed to the customer is sent in text form.
 3. The software provided by BEE Medic GmbH is partly obtained from third parties. The exact scope of the respective licenses or rights of use results from the text which is displayed when installing the software.
 4. In the case of software, the performance owed under the contract shall exclusively comprise its delivery / provision. We do not owe the hardware required for the operation or application of the purchased software. This is to be obtained by the customer either separately from us (e.g. the application devices and the accessories, see above under **B. Sale and delivery of goods (except software)**) or via third parties (e.g. computer, operating system, monitors). Furthermore, the customer is responsible for creating and maintaining the system requirements necessary for the installation and operation of the software obtained from us, which are described in detail on our website, among other places.

21. Prices, price reservations and terms of payment

1. Our prices for software are additional to the costs of packaging and transport as well as the legally owed value added tax (VAT), respectively. If the delivery is made in several deliveries at the customer's request, the customer also bears all additional costs of packaging and transport.
2. Unless agreed otherwise, the payment is free of charge and must be paid in full within 30 days of the receipt of the invoice. Installments or partial payments are only accepted after a prior agreement. In the event of a late payment, the entire outstanding amount is due for payment immediately and a claim can be prosecuted. A delivery to new customers can only take place after an advance payment. We reserve the right to request an advance payment of a delivery with existing customers. All bank charges are to be paid by the customer. Surcharges may 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, writing or image errors are reserved.
4. Customs duties or freight costs are to be paid by the customer. We will provide evidence of these costs to the customer if requested.
5. The customer can have a delayed payment without being reminded of such. However, if such reminders are sent they will be charged to the customer, with the flat rate being 10 CHF per reminder.
6. In case of a delayed payment, the customer must pay interest on the claim in the amount of nine (9) percent above the base interest rate. We are entitled to charge the customer a higher interest rate if there is a legal reason for doing so.

22. Delivery / Delivery deadline

1. Unless a differing delivery period is agreed upon, the delivery of the contractual goods to the post office or other delivery services takes place without delay:
 - a. After the payment has been received in cases of advance payments within the given time period.
 - b. After passing the declaration of acceptance by BEE Medic GmbH in cases of payment on account or in cases of late advance payments of the customer on a previous order confirmation from BEE Medic GmbH

As long as the customer has selected the delivery of the package as one when ordering several products, all ordered goods must be in stock at BEE Medic GmbH in addition to the aforementioned requirements.

2. Postboxes are not accepted as a delivery address.
3. As long as the software has only been purchased as a download the customer will receive access to the product immediately after the dates specified in paragraph 22.1 a+b
4. In the event of unforeseen circumstances beyond our control, as cases of force majeure, Epidemic/pandemic, terrorism, war, natural disasters, strikes, disruption within our own faculty or within that of the subcontractor, transport difficulties or the like, and official measures, such as customs inspection, and we are thereby prevented from fulfilling our obligations within the given time period, we shall extend the delivery period by the duration of the impediment.

23. Risk of transfers

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 goods to the post office, forwarding agent, carrier, or the person or institution otherwise responsible for carrying out the transport or shipment.
2. Transport insurance will only be granted upon written request of the customer and the costs will be carried by the customer.

24. Reservation of proprietary rights

We reserve the rights to the software until the purchase has been completed.

In order to exercise proprietary rights of retention we are also entitled to withdraw from the contract without prior notice.

25. Examination of purchased items / Notifications of defects

1. The customer must inspect the purchased goods for possible transport damage, completeness or other defects within 48 hours upon receiving the delivery and indicate such damages or defects within a further 24 hours, stating the specific defect.
2. Hidden defects must also be reported within 24 hours of discovery stating the specific defect.
3. For the timeliness of the complaint, the timely dispatch of the complaint by email to office@beemedic.ch (mainly by date of email dispatch) or by letter (mainly by postmark) is sufficient.

26. Warranty rights and 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 or to deduct drawn benefits.
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 agreed, 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" 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 regarding the functionality of streaming services of third parties is excluded.
6. 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.

E. Course attendance / seminars / courses / online-courses

28. Course description / Content

The basis of each course is the respective course description. It contains information on the purpose and content of the course. As our course program is continuously adapted to the latest state of knowledge and treatment protocols, changes are possible.

29. Course registration and number of participants

1. The booking of a course takes place via the website of BEE Medic GmbH. If several people from a practice group or clinic want to register for a course, the full name and job title for each participant upon registration is needed. Please make sure, especially when registering several participants, to address the full practice or company address and not the private addresses of the participants to ensure correct billing.

2. The number of participants in a course can be limited. Registrations are therefore considered in the order in which they are received and confirmed by us in writing or electronically. We reserve the right to refuse registrations. The rejection is effective without giving reasons, but is always based on an examination.

30. Services and fees

1. The amount of the course fees as well as the underlying services can be found in the course description. You will receive an invoice after your course registration. Please transfer the invoice amount by the specified payment date. The paid course fee is a prerequisite for participation in the course. If the invoice is not paid on time, we reserve the right to cancel the reserved place and any hotel room booked from our contingent and to allocate it otherwise.
2. In principle, the course fees do not include the costs for board, travel to and from the course and accommodation costs, unless otherwise expressly stated in the respective course description.
3. The course price is always stated without VAT. The statutory VAT rates apply depending on the type of course and the place of implementation.
4. Discounts cannot be cumulated.

31. Cancellation by the BEE Medic GmbH

The course organizer may, at any time, cancel a seminar with good cause (too few participants, illness of a lecturer, etc.), or may exclude individual members from participation of the seminar without naming the reason, even after confirmation of registration. In this case, the affected participants will be informed immediately and will be returned pre-paid seminar fees in full. Further claims cannot be invoked, especially the cost of already booked rooms, travel expenses, lost earnings, etc.

32. Cancellation by the customer / participant

1. Online courses can no longer be cancelled after the course materials have been provided and/or the course equipment has been shipped to the participants. The time of dispatch of the course materials (digital provision or handover to a transport service provider) is decisive. If other cancellation conditions apply to online courses, these are outlined with the course in the online store. For online courses, a substitute participant can be named and registered with the consent of BEE Medic GmbH.
2. Face to face courses can be cancelled free of charge up to 29 days before the start of the course. Cancellation up to 8 days before the course starts will incur 50% of the course fee, within 7 days before the course starts 100% of the course fee. If other cancellation conditions apply, they are shown at the course in the web shop. A substitute participant can be named and registered with the consent of BEE Medic GmbH.
3. Please note that deviations from these cancellation conditions are also possible, as we too are dependent on the conditions of the event location when planning. If dates differ from the deadlines mentioned here for a course, this is marked and you can find this in the course description. These separate cancellation conditions will then take precedence. By registering for a course, you accept these separate cancellation terms.

Please also take into account that missed course days or parts of the course, e.g. due to late or early arrival or departure or illness, cannot be made up for and that there is no entitlement to a partial reimbursement of course fees.

33. Implementation deviation

BEE Medic GmbH reserves the right to change lecturers, dates, places and course type (classroom course to online course) of execution.

34. Information sheet and confirmation of consent

1. In the majority of our courses, you will get to know neurofeedback systems in groups of two or three, both as a "therapist" and as a "patient". These self-experiences are essential for a basic understanding of neurofeedback and a very important part of the course. Use the information sheet to inform yourself in advance about the properties of neurofeedback, mode of action, opportunities and risks and we ask you to sign this information sheet when the invoice is issued.
2. In individual cases, participation in the role of the "patient" can be excluded for health reasons, especially in the case of pregnancy or previous illnesses such as depression, serious anxiety disorders, psychoses or epilepsy. Our lecturers are therefore always entitled to spontaneously exclude participants from the practical part of the course for their own good and that of the other course participants. This is very unlikely, but may be necessary in extremely rare individual cases. In the case of a partial or complete exclusion from the practical course part, there are no claims for reimbursement of course fees. If you need information in advance, please contact our customer service.

35. Copyright

All rights of reproduction and duplication of training materials or parts thereof are reserved by BEE Medic GmbH. No part of the course materials may, in whole or in part, be reproduced, especially by using electronic systems, copied, distributed or used for communication for the public in any form, not even for use in lectures, without written consent of the course organizer. Any software that may be provided during the course may not be copied in part or entirely.

36. Liability

BEE Medic GmbH assumes no liability for objects of any kind the customer or seminar participants brought with them to the courses. Each participant is fully liable for himself and his actions within and outside the organized event. He/she is fully responsible for any damage caused.

37. Additional terms for online courses

1. Applies exclusively for online basic courses: the course must be physically completed by at least 2 persons with medical or therapeutic professional education. The practical exercises and self-experience require the participation of 2 people. Individuals without course partners are not allowed to participate in the online basic course. If a member of the practicum team is unable to attend, the registered partner cannot attend either unless a substitute person can attend in accordance with section 32.1.
2. The participants are responsible for a functioning and sufficiently powerful internet connection.
3. Neurofeedback equipment for the practical part during the course can be obtained from BEE Medic GmbH for a deposit for the duration of the online basic course. The deposit will be charged to one of the practicum partners with the course price, who is also responsible for the device(s). A split of the deposit between both participants is not possible. The terms of use for the course equipment agreed in writing

with the practicum partner apply. The course equipment will only be sent after receipt of the course fee and the deposit.

4. The timely paid course fee is the requirement for the course participation. Discounts cannot be accumulated.
5. BEE Medic GmbH is not responsible for late arrival of course documents or course equipment.

38. Applicable law / Compotent court / Contractual language

1. Swiss laws apply; the application of the UN Convention on the International Sale of Goods (CISG) is excluded. If the customer is a merchant or does not have a registered office in Switzerland, the exclusive place of jurisdiction is Kirchberg/SG or the district court of Kirchberg/SG, which is responsible in the case that the jurisdiction of the dispute falls within the jurisdiction of the district court. Otherwise, the general provisions on jurisdiction apply.
2. The official contractual language is German.

39. Final provisions

The present General Terms and Conditions in English are a translation of their original German version. In case of litigation only the German version shall apply.