

Special Warranty Terms for Special Lithotripsy and Pain-Therapy Components

(Version: dd.MM.yyyy)

These Special Warranty Terms for Special Lithotripsy and Pain-Therapy Components govern the provision of shockheads, a special lithotripsy and/or pain-therapy component, in addition to (i) the Commercial Form and (ii) the General Terms, Supplemental General Terms, and any other terms referenced in the Commercial Form (together "Terms"). These Special Warranty Terms for Special Lithotripsy and Pain-Therapy Components shall be read as complementary to the Terms and prevail in case of conflict

1. The following Sections state the entire liability of Siemens Healthineers with respect to Defects existing in the shockhead (8604360, 7041358) at the time of delivery ("Defective Shockhead") and any other claims, rights and remedies of Customer for Defects shall be excluded.
2. If Customer becomes aware of a Defective Shockhead, Customer shall order a replacement for such Defective Shockhead at Siemens Healthineers according to the terms herein. The replacement shall be delivered FCA Frankfurt am Main (Incoterms 2020) at the replacement price valid on the day of its readiness for dispatch unless otherwise agreed.
3. Customer shall send the Defective Shockhead at its cost and risk and freight prepaid to the address determined by Siemens Healthineers within a period of 2 weeks from replacement delivery unless otherwise agreed. Returned Shockheads become the property of Siemens Healthineers upon arrival. The costs incurred for removing and reinstalling shall not be borne by Siemens Healthineers.
4. Siemens Healthineers shall issue a credit note for 100% of the replacement price if (i) Customer returns the Defective Shockhead in time according to Section 3, and (ii) the Defective Shockhead has not been used for more than 12 months and for more than 1.500.000 local shots. The period of use shall begin on the day of the initial start-up of the Defective Shockhead, however, at the latest with expiry of the 3rd month from the transfer of risk to Customer.
5. Any liability of Siemens Healthineers arising out of these Special Warranty Terms for Special Lithotripsy and Pain-Therapy Components shall cease for each Shockhead at the lapse of 12 months from its initial start-up however at the latest with expiry of 15 months from the transfer of risk to Customer.