



Terms and Conditions of Sale for Harmonis

1. General

- 1.1. The Terms and Conditions of Sale for Harmonis do refer to the Standard Terms and Conditions of Sale. Some articles from the Standard Terms and Conditions of Sale are superseded by the Terms and Conditions of Sale for Harmonis. In case of contradiction between the Standard Terms and Conditions of Sale and the Terms and Conditions of Sale for Harmonis, the latter shall prevail.
- 1.2. SAV-IOL may revise the Terms and Condition of Sale for Harmonis at any time while informing the Customer. The revised Terms and Condition of Harmonis is immediately effective for all orders made after the notice has been given to the Customer.

2. Orders

- 2.1. Each order for each eye comes with one extra intraocular lens as backup with the same optical properties.
- 2.2. By making an Order, the Customer acknowledges having read, understood, and agreed to be bound by the Standard Terms and Conditions of Sale and the Term and Conditions of Sale for Harmonis set forth. Once accepted, the order remains irrevocable. Modifications of parameters are not possible ex post.
- 2.3. At the reception by SAV-IOL, orders become valid sales agreement between the parties.

3. Order Cancellation

- 3.1. SAV-IOL may cancel the acceptance of any order at any time before delivery. The Customer may only cancel an Order with SAV-IOL's prior written confirmation.

4. Invoicing

- 4.1. Goods are invoiced in accordance with the price and currency set by the Customer on the Harmonis configurator, unless otherwise specified by SAV-IOL.
- 4.2. Invoices are generated by SAV-IOL after the goods have been delivered to the Customer.

5. Payments

- 5.1. Invoices emitted by SAV-IOL to the Customers must be paid within 30 days from the invoice date unless otherwise specified.
- 5.2. Payments must be made to SAV-IOL in full without set-off or deduction of any kind.
- 5.3. All payments due to SAV-IOL under the sales agreement shall become due immediately upon termination of the sales agreement despite any other provision.



- 5.4. If the Customer fails to pay invoices in full on the due date, all remaining amounts are then owing to SAV-IOL immediately and automatically become due and payable.
- 5.5. SAV-IOL reserves the right to apply interests on all overdue amounts calculated from the due date.

6. Delivery Terms and Charges

- 6.1. For the delivery of the goods to the Customer, SAV-IOL uses the carrier of its choice.
- 6.2. Delivery time will be made optimum effort but shall be deemed to be met on timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of SAV-IOL.
- 6.3. All shipping costs are incurred to the Customer.

7. Configurator Rights and Data Protection

- 7.1. The Configurator gives graphical renders of what the optical performances might look like. These depictions are not contractual and are only given for informational purpose.
- 7.2. Data coming from the configurator are not processed.

8. Returns

- 8.1. SAV-IOL's return policy does not accept return for the product Harmonis ordered through the configurator, for the initial lens and the extra lens, unless the entire order was defective.

9. Dispute and Resolution

- 9.1. If a dispute arises between the parties regarding the sales agreement, the parties undertake in good faith to use all reasonable endeavors to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level); considering SAV-IOL's place of registration, the dispute be subject to the law of the Canton of Neuchâtel, Switzerland. The place of jurisdiction for any dispute as to the interpretation or execution of the sales agreement is at Neuchâtel, Switzerland.