

## GAIT UP - TERMS AND CONDITIONS OF SALE

Please read these terms and conditions carefully. They contain important information about your rights and obligations, as well as warranty and liability limitations that may apply to you. By placing an Order ("Order") for Products, you ("Customer") accept and agree to these terms and conditions ("the Conditions"). A binding contract will only be formed upon the Company ("Gait Up") giving notice of its formal acceptance of an Order.

### 1. The Order

1.1 The Customer wishing to purchase Gait Up's Products ("the Products") can ask for an Offer. An offer is valid for 30 days unless otherwise stated. To validate an offer, a Purchase Order (P.O.) shall be sent to Gait Up. Gait Up can provide a template of P.O. When the P.O. is received by Gait Up, it becomes an Order.

1.2 If the customer does not need an Offer to purchase, the Order can be placed on Gait Up's webshop, or by sending directly a P.O. to Gait Up.

1.3 All Orders placed by the Customer must:

- a. Specify the address to which Gait Up's invoice is to be sent
- b. Specify the delivery address and a phone number. Delivery and invoice addresses must be in the same country.

1.4 Any Order sent to Gait Up by the Customer for the supply of Products will be accepted entirely at the discretion of Gait Up and if so accepted, will only be accepted upon the following conditions.

### 2 The Contract

2.1 Each Order which is so accepted shall constitute an individually legally binding contract ("the Contract") between Gait Up and the Customer. Gait Up reserves the right to request payment before sending the Products.

2.2 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to any documents or correspondence from the Customer and no addition, alteration or substitution of these terms will bind Gait Up or form part of any Contract unless they are expressly accepted by Gait Up.

2.3 No variation of any Contract shall be valid and binding unless the terms thereof have been agreed in writing by both Gait Up and the Customer

2.4 The Customer acknowledges that he has not been induced to enter into the Contract by any representation made by or on behalf of Gait Up other than those contained in the Contract.

### 3 Cancellation

3.1 Contracts may not be cancelled by the Customer without the written consent of Gait Up and Contracts resulting from special Orders may not be cancelled in any circumstances.

### 4 Prices

4.1 Customers will be invoiced by Gait Up as stated in the Offer (if the offer is still valid) at Gait Up's prices ruling at the date of the Contract. Some software are subject to yearly licensing. If any, Software license renewal does not appear into initial offer, unless explicitly specified.

4.2 Prices quoted in Gait Up's quotations or price lists:

- a. Are those then current and shall not be binding on Gait Up
- b. Do not include packing, in transit insurance or carriage
- c. Do not include Value Added Tax (VAT), import duty or any other tax, levy, or surcharge whether imposed before or after making the Contract if sold outside from Switzerland (CH). VAT is charged at the current rate by countries themselves where applicable.
- d. Do include Swiss VAT if sold in Switzerland

### 5. Specification and Material

5.1 All Products will be supplied to Gait Up's specifications current at the date the manufacture of the Products starts.

5.2 All dimensions, sizes, capacities and graphic representations are approximate and subject to variation and change by Gait Up without notice. Critical features must be agreed in advance of placing an Order.

### 6. Delivery

6.1 The Products are delivered by courier to the place of delivery within a few working days (depending on Customer's location). Customer will receive a tracking number by e-mail in order to track his delivery.

6.2 Customer should check his Order/receipt as soon as it arrives to ensure he has received the intended content(s), in the right conditions. Customer has to send an email at [contact@gaitup.com](mailto:contact@gaitup.com) to acknowledge receipt of the Products within 5 (five) business days from delivery.

6.3 On rare occasions Gait Up may not be able to deliver the ordered type, or the needed amount of Products. Gait Up reserves the rights to cancel or to postpone the delivery. If so, Gait Up would evaluate the time period required for fulfilling the delivery of the Order and would inform the Customer. The Customer would then choose, whether to wait for the delivery, or to cancel the Order and receive the paid money back.

6.4 Any times quoted for delivery are to be treated as estimates only and will not involve Gait Up in any liability for failure to deliver the Products within such time. Where for any reasons delivery of the Products to the Customer is delayed, the Customer shall take delivery of the Products sold within 3 days of being so requested by Gait Up.

6.5 If the Customer fails to take or accept delivery of the Products for any reason, the price shall nevertheless be paid in accordance with Condition 13 as if the delivery had taken place. Gait Up shall be entitled to charge the Customer for storage, insurance and other expenses reasonably incurred or suffered by Gait Up as a result of such failure. Gait Up shall not be bound to take any steps for the custody or care of the Products or be liable for any loss or damage suffered by the Customer arising there from.

## 7 Customs procedures

7.1 Swiss exportation custom procedure forms are filled-in by Gait Up. However, importation to Customer's country is not performed by Gait Up. This last procedure is in general performed by the shipping company, which may contact the recipient of the package in specific cases. This procedure may cause additional fees which are assumed by the Customer, see condition 4.1. The Customer is in charge to announce any software or consultancy purchase to the Customs of his country when no physical item passes through the customs.

## 8. Storage, damage and non-delivery

8.1 No claim against Gait Up for storage, damage in transit or non-delivery will be entertained unless:

- a. Non-delivery of the whole consignment of the Products is reported to Gait Up AND the carrier within 7 days of the delivery date as notified below.
- b. Partial loss, damage or non-delivery of any separate part of a consignment is reported in writing to Gait Up AND the carrier within 3 days of the date of delivery of the consignment or part consignment.

8.2 To put a claim for any Product purchased through Gait Up or claim for refund please follow the instructions herein:

- a. Notify us immediately upon receipt at [contact@gaitup.com](mailto:contact@gaitup.com), within five (5) business days of receipt, of any missing or damaged packages and any other claims regarding other apparent defect or apparent non-conformity.
  - b. If the package of the Product is broken or abused at delivery by the shipping company and that it may damage the Product, record together (with the shipping company) the damage, and have them fill in a complaint form from their company. Keep a trace of this complaint record signed by the shipping company.
  - c. Any hidden defects or hidden non-conformities should be notified to Gait Up within ninety (90) days of the delivery of the nonconforming or defective item at [contact@gaitup.com](mailto:contact@gaitup.com).
  - d. Retain all contents, original packaging materials and shipping boxes. This is a prerequisite for filing the claim(s).
- FAILURE TO DO SO CAN RESULT IN THE DENIAL OF CUSTOMER'S CLAIM AND THE REFUND OR REPLACEMENT OF CUSTOMER'S PURCHASE.

8.3 The sole remedy for defected, missing, damaged or in other ways non-conforming Products is a replacement or refund of the sales price, whichever Gait Up deems appropriate. Gait Up has the right to decline returning any Product that clearly has been abused or damaged.

## 9. Complaints

9.1 In the event that the Customer is not satisfied with our Service or product, any complaint should be addressed in the first instance to:  
By phone: +41 21 633 7527 By email: [contact@gaitup.com](mailto:contact@gaitup.com)  
By post: Gait Up, EPFL Innov' Park - C, CH-1015 Lausanne, Switzerland

9.2 Physilog®4, 5 and any Gait Up Software are NOT considered as Medical Devices until proper certification obtained. Reclamations regarding medical devices will NOT be considered.

## 10. Force majeure

10.1 Gait Up shall not be liable for failure to comply with the terms of the Contract if it is prevented from so doing through any circumstances beyond its control, including but not limited to force majeure, strikes, lockouts, accidents, war, fire, reductions or breakdown of plant or shortage or unavailability of raw materials from normal sources or routes of supply.

## 11. Warranty

11.1 Gait Up offers 12 months ("The Warranty Duration") - or, if particular, as specified in the contract - parts and labor on the Products starting from the date of delivery. If within that Warranty Duration, the equipment does not comply with the foregoing Limited warranty, Gait Up will at Gait Up's option, repair, replace or refund the purchase price of the defective equipment.

11.2 As a condition of this warranty, Customers must contact Gait Up's Customer service for instructions on and approval of shipment prior to returning any defective Product. The warranty shall not apply to any Product or component thereof which has been repaired or altered by anyone other than Gait Up in any manner so as, in Gait Up's judgment, to affect its service ability, or any Product been subject to alteration, accident, misuse, abuse, neglect or abnormal wear. Defect shall be found to have arisen solely from Gait Up's faulty design, workmanship or materials.

11.3 Gait up warrants solely to the original purchaser (Customer). Only the terms expressed in this warranty shall apply and no distributor, corporation or individual is authorized to amend, modify or extend this warranty in any way.

11.4 Customers requesting repair, replacement or refund are required to ship, at their expense and risks, the Products to Gait Up. Any repaired or replaced Product shall be redelivered by Gait Up free of charge to the original place of delivery, with shipment conditions set by Gait Up. Note that the Warranty Duration (referred to in Condition 11.1) shall be replaced by the unexpired portion of that period only.

11.5 Gait Up shall have no liability for any consequential, incidental or special damages by reason of any act or omission or arising out of or in connection with the equipment or its rental, delivery, installation, maintenance, operation, performance or use, including without limitation any loss of use, lost revenue, lost profits or a cost associated with downtime. The obligation contained in this paragraph continue beyond the term of this limited warranty.

## 12. Limitation of Liability

12.1 Expect where by law its liability cannot be excluded or limited:

- Gait Up's compliance with its obligations under Condition 11 shall be in lieu of any guarantee, representation, warranty or conditions (whether expressed or implied, statutory or otherwise) as to the quality or fitness for any particular purpose of the Products.
- Gait Up shall not be under any liability for consequential loss whether in Contract tort or otherwise as a result of the Customer having entered into the Contract and Gait Up's prices are set accordingly.

## 13. Payment

13.1 Payment terms are stated in the invoice. Refer to the Invoice. Some Software are subject to yearly licensing. These recurring fees will be invoiced yearly automatically one month before the end of access to the software, unless the Customers indicates formally by email to Gait Up his intention not to renew the software license. If not unlimited, at the end of license duration, Customer loses access to the software, unless he orders a License again.

13.2 Gait Up accepts online payment through Paypal (through Paypal account, or credit card). Customer may also pay 'offline' via bank transfer.

13.3 The Customer assumes all bank transfer fees (transfer and currency conversion). The amount which should reach Gait Up's bank account is the full amount stated in the Invoice. An incomplete payment will have to be completed by the Customer.

13.4 Late payments will be charged 50.-CHF for the first month, 100.-CHF the following months until effective payment.

## 14. Passing of Property and Risk

14.1 The risk in the Products supplied by Gait Up shall pass to the Customer as soon as they are delivered by Gait Up to the place of delivery.

14.2 Gait Up will remain the sole and absolute owner of the Products until payment of the price has been made in full. Until receipt by Gait Up of such payment the Customer will hold the Products for Gait Up as a fiduciary bailee and will store them upon its premises separately from its own Products or those of any other person and in a manner which makes them readily identifiable as the Products of Gait Up.

14.3 When payment for the Products is overdue or the Customer suffers distress or execution to be levied against its effects, makes an arrangement or composition with creditors or, being a corporate body, enters into liquidation or has an administrator or a receiver appointed for the whole or any part of its undertaking or, being an individual has, a receiving order and bankruptcy made against him, then

- If the Customer remains in possession of the Products, whether or not the Customer has sold them, Gait Up shall be entitled to recover the Products from the Customer; or
- If the Customer has parted with possession with the Product by way of sale having sold them as fiduciary bailee shall hold in trust so much in the proceeds of sale of the Products as represent the Customer's liability to Gait Up in respect of them.

## 15. Insolvency

15.1 Gait Up shall have the right to terminate the Contract forthwith by notice in writing where the Customer becomes insolvent or bankrupt or makes an agreement with its creditors or suffers a receiver to be appointed or being a body corporate enters into liquidation (other than in connection with a reconstruction or amalgamation) in any of which case Gait Up shall have no further obligations under the Contract and the price for all the Products delivered shall become immediately due and payable.

## 16. Proper Law

16.1 Contracts made with Gait Up shall be governed by and construed according to the laws of Switzerland and the Customer agrees to submit to the jurisdiction of Swiss Courts.

## 17. Support Policy

17.1 Support does not include:

- Support for third party hardware, software, mailing lists or web content
- Writing or debugging Customer applications and deployments
- Detailed explanations of the engineering behind software & hardware
- Support for systemic problems beyond the scope of the actual Products and existing systems software (IT issues, computer operation)
- Support for Customers whose conduct fails to meet professional standards

17.2 Occasionally, Gait Up engages in more interactive support or consulting. Interactive support is a Customer courtesy and provided at Gait Up's discretion. It does not invalidate the support policy described above. There is no guarantee of performance, timeliness, or establishment of a continuous support relationship. Consulting is subject to acceptance of a formal statement of work.

## 18. Company & Information

**Gait Up** is an SA company registered in the Canton de Vaud, Switzerland. For more information, please contact Gait Up on +41 21 633 7527, or at [contact@gaitup.com](mailto:contact@gaitup.com).