



COMPANY POLICY FOR REMOTE PURCHASES

GENERAL TERMS & CONDITIONS

Dear Visitors,

This document contains the general conditions of the remote offer for buying products and/or services from the shop, the contract for remote sale, the conditions and means of delivery of the product and/or service, the payment terms, the payment of the additional services for the chosen product and/or service, as well as the use of the services provided by **Mechan Europe Ltd.** services through the website WWW.MECHANEUROPE.COM ("Terms and Conditions") and governs the relationship between **Mechan Europe Ltd.** and each of our clients.

1. DEFINITIONS

Terms and definitions are available in the Annex I, Definitions.

2. LAW AND JURISDICTION

These terms and conditions are to be construed in accordance with the laws of Bulgaria and irrespective of your place of domicile, in the event of any dispute associated with these terms and conditions, that dispute shall be subject to the exclusive jurisdiction of the Bulgarian Courts.

- 2.1** The remote offer for the available products and/or services presents a public invitation for buying them, by the meaning of art. 290 paragraph 1 of the Trade law.
- 2.2** For the unsettled in this contract terms will be applied the corresponding decrees of the acting legislation in the Republic of Bulgaria.

3. PLACING AN ORDER AND CONCLUSION OF THE CONTRACT

- 3.1** Placing an order is possible through the website www.mechaneurope.com , via email, phone or by a personal meeting with a representative or an employee of Mechan Europe.
- 3.2** The Client needs to send all the necessary documents and information, including VAT number, delivery address and contact person details of the company The client work for/with or owns or in case The client is a privately working individual, he/she needs to send detailed information about themselves and their work to The SUPPLIER at: info@mechaneurope.com, by filling in their information in an electronic form at The SUPPLIER's website WWW.MECHANEUROPE.COM
- 3.3** After the Client choose the product/s and/or service that they desire, and they send an official purchase order to The Supplier at: info@mechaneurope.com The Client will receive and order confirmation from The Supplier and should agree with the Supplier's Company Policy and Terms & Conditions as they are described on this document.
- 3.4** The Client agrees to the type of payment for the chosen products, which is described as follows: 100% of the price of the products the client has chosen must be paid before the product/s are delivered to them.
- 3.5** The Clients choose the method and format of delivery of the chosen products and agrees to choose a delivery provided by the following couriers: DHL Express, UPS, Intime Bulgaria Ltd, Speedy or Ekont Express Ltd.
- 3.6** The Clients provide an address, at which the delivery should be made and a convenient time.
- 3.7** The Clients explicitly declare that the courier service expenses will be paid by them.

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- 3.8** The Clients confirm the total price of the delivery, which includes the price of the chosen products and/or services, as well as the price of the additional services.
- 3.9** After a consecutive execution of all of the above steps, it is considered, that the statement from P.9 represents an electronic statement in the sense of the Law of electronic documents and electronic signature and a statement for entering into a contract by the sense of the Law for electronic trade.
- 3.10** The statement on P.9 is made, concerning the Supplier, who is considered as an addressee of this statement in the sense of the Law of electronic documents and electronic signature in the sense of the Law of Electronic trade and the Law of customer protection.
- 3.11** With the creation of the contract for remote purchase-sale, the Clients get the ownership over the requested products, as well as the risk of their destruction during the transportation.

4. CANCELLATION OF THE CONTRACT

- 4.1** In case the Clients discover that they have requested a product and/or service, which they do not wish, or they decide that they would like to make a change in the requested delivery, they need to inform us and make the necessary change, corresponding to their desire.
- 4.2** The Clients have the right to cancel the contract within 7 working days, according to art. 55 from the Law of customer protection for remote selling. This time interval starts from the day of receiving the delivery with the desired product from the courier agency.
- 4.3** The right, according to art. 19 is granted to the Client, when the following conditions are fulfilled:
 - a)** Written declaration with the desire to cancel the contract.
 - b)** Providing a bank account for returning the funds.
 - c)** The general terms for purchasing from www.mechaneurope.com have been kept.
 - d)** The package of the delivery has not been destroyed.
 - e)** The product has not been damaged or used.
- 4.4** The right to cancel the purchase contract cannot be granted for the following types of contracts, which are:
 - a)** For delivery of services, whose execution started with the explicit consent of the Client and finished before the interval of 7 working days has elapsed.
 - b)** For delivery of products and offering of services, whose price depends on the fluctuations on the finance markets, which the Supplier is not in condition to control.
 - c)** For delivery of products, crafted according to the desires of the Client, or by his individual order.
 - d)** For delivery of products, which cannot be returned back, or are subject to quick deterioration of quality, because of their nature.
 - e)** For delivery of audio and video recordings, or software products, created by the user.
 - f)** For newspaper deliveries, magazines and other periodic publications.
 - g)** For hazard games and lotteries.
- 4.5** In case of cancellation of the contract, the Client carries responsibility of the package and its documentation until their reception by the Supplier. If the Client has returned the package within the time interval, specified in the general terms, the Supplier is obliged to pay back the price of the purchase within 30 days without the expense for additional services.



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5. PRIVACY POLICY

- 5.1** All your personal information, necessary for the business transaction and its execution are processed confidentially and are presented only to people, who are related to the delivery.
- 5.2** When filling up the electronic form with the customer information, the Clients give their explicit consent for the Supplier to process this information.

6. RIGHTS AND OBLIGATIONS OF THE SUPPLIER

- 6.1** The Supplier has the right to send to the Clients unasked for trade messages in the sense of the Law of customer protection with the purpose of presenting information and/or advertisement about his own or offered by other dealer products and/or services, as well as making inquiries, interrogations, quizzes and others.
- 6.2** The Supplier is obliged to preserve the contract, which has been created between him and the Client for remote purchasing.
- 6.3** The supplier is obliged to confirm in a written form the request, made by the Client, by sending an electronic statement about this to the email of the Client. The written form is considered accomplished, when an electronic document has been created.
- 6.4** The Supplier is obliged to present to the Client the technical means and methods for finding and correcting mistakes in the entering of information about requests of products and/or services, before the statement for creation of a contract has been issued.
- 6.5** The Supplier is obliged to keep the following rules of behavior towards the Client, which represent an ethical codex, which are:
- a)** The Supplier is obliged to keep the good disposition and to not stain the good name, honor and dignity of the Client.
 - b)** The Supplier is obliged to keep the secrets of his Clients, by not providing their information to third parties, except for the occasions when this information has been requested in accordance with the law.
 - c)** The Supplier is obliged to provide to the Clients true, precise and available information concerning the characteristics of the products, the purchasing opportunities, the cancellation of the contract.
 - d)** The Supplier is obliged to provide information, which will identify the Supplier to the Client and third parties.
 - e)** The Supplier is obliged when sending messages to the Client to not send information, which is not in accordance with the Bulgarian legislation.
 - f)** The Supplier is obliged when fulfilling the contract to put all necessary efforts.
 - g)** When the Supplier cannot fulfill his duties, because of an insuperable obstacle, an accident, or malicious actions, he is obliged within an interval of 10 days to notify the Client via an email, with a description of the reason for not fulfilling the contract and the possible consequences.

7. RIGHTS AND OBLIGATIONS OF THE CLIENT



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- 7.1** Besides the rights, described above, the Client has the right freely to choose from the offered products, without being obliged with the offer, before making an electronic request for delivery of those products. The Client is obliged upon delivery of the products, to pay the purchasing price, as well as the price of additional services, concerning delivery of the package to the address, provided by the Client.
- 7.2** Taking of due care. Responsibility. Limit of the responsibility.
- 7.3** The Supplier takes care that the Clients always get up-to-date and true information but does not guarantee its authenticity and completeness.
- 7.4** The Supplier does not carry a responsibility for inability to access the site, as well as the non-processing, or the untimely processing of purchasing requests, when this is due to circumstances, which are out of his control, and (but not restrictively) – cases of insuperable events, accidents, Internet problems.
- 7.5** Because of the fact, that the Supplier cannot alter, control or by any other way influence the quality and applicability of the requested by the Client products, the Supplier is not responsible for their accordance with the applicative normative requirements and their qualities.
- 7.6** The Supplier is not responsible for any harm, caused on the software, hardware or telecommunication appliances, or any loss of data, resulting from materials or resources, searched, loaded or used in any way via the Shop, as he does not have control over these resources.
- 7.7** As far as the Supplier does not have an objective possibility and obligation and does not control the Internet pages and resources, which became available via the links from the site, or advertisement banners.
- 7.8** The Supplier is not responsible for any harm, when the essence of the contents and materials, found on these Internet pages and resources is not in accordance with normative rules.
- 7.9** The Supplier is not responsible for any harm and missed benefits, caused by the using, access and lack of authenticity of these materials and content.
- 7.10** The Supplier is not obliged and does not have the objective possibility to control the way and means by which the Clients access the site.
- 7.11** The Supplier is not responsible for not realizing any of his obligations, when this has been caused by an insuperable force, or another reason, like, but not restrictive to malicious actions, accidents and all other circumstances, which are out of the Supplier's control. As long as the insuperable force is active, as well as all other circumstances, listed above, the realization of the Supplier's obligations and the related opposite obligations are cancelled.

8. PRODUCT REPLACEMENT

- 8.1** We (Mechan Europe) want you to be satisfied with our products, if for any reason you need to replace the product (before shipping the goods), you need to inform us in the same day of the purchase. If the goods are already shipped, then we cannot replace them. The procedure to follow is;



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- a) E-mail or call the Support with your request, include an explanation/reason for replacement, you will get an e-mail (advice over the phone) with further instructions.
- b) Send by e-mail a copy of the Sale Invoice and copy of the credit card charge sent with Invoice (if paid by CC).
- c) Choose the new product that meets your needs.
- d) Please contact the Support if you have any questions: +359888192853 or email us at: info@mechaneurope.com

9. WARRANTIES AND RETURNS

9.1 For Mechan Europe Plasma Technology Generators we provide our clients with a Life Guarantee.

9.2 Mechan Europe ('We') warrants that, subject to the exclusions and limitations set out below, the Product (Mechan Europe Plasma Technology Probes) shall be in good working order during the period of two (2) years from the date of purchase (the 'Warranty Period').

9.3 This warranty does not cover cosmetic damage or defects resulting from events outside of the manufacturer's control including accidents, damages while in transit to our service location. This warranty does not cover damage due to improper operation or maintenance, voltage supply, or attempted repair by anyone other than a facility authorized by Mechan Europe Ltd.

9.4 The warranty is invalid if the factory-applied serial number has been altered or removed from the product.

9.5 For a period of two years from date of purchase, if this product is determined to be defective, Mechan Europe Ltd will repair or replace the product.

9.6 To obtain warranty service you must take the product or deliver the product, in either its original packaging or packaging affording an equal degree of protection, and sent to Mechan Europe Ltd.

9.7 Repair or replacement as provide under this warranty is the exclusive remedy to consumer.

9.8 Mechan Europe Ltd wants you to be satisfied with our products, if for any reason you need to return an item for refund, it needs to be done within 30 days of original purchase, the procedure to follow is:

- a) E-mail or call the Support with your request, include an explanation/reason for return, you will get an e-mail (advice over the phone) with further instructions and/or suggestions to try and correct the issue(s) that prompted you to return the item(s).
- b) Return the item(s) to Mechan Europe Ltd, in a PREPAID package (original or comparable) and contact name in a piece of paper with your name, address, telephone number(s), a brief explanation and/or comments concerning the issue why you are returning the item(s), a copy of the Sale Invoice and copy of the credit card charge sent with Invoice (if paid by CC). DO NOT INCLUDE ANY OTHER CREDIT CARD INFORMATION ON THIS PAPER. You will be contacted when the package arrives at Mechan Europe Ltd and the items will be inspected for content, that they are functioning as they were when sent to you and, for damage.

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PLEASE NOTE: *Shipping charges are not refundable. *Special fees (i.e. funds transfer.
*Refunds apply to the original purchaser only. *The refund process must be initiated before
the 30 days after original purchase.

c) Please contact the Support if you have any questions:

Address: Platinum Business Center

Bacho Kiro 26-30 Str, 6th floor, 1000 Sofia, Bulgaria

Mobile Phone Number: +359 888 19 28 53

Email addresses:

For general inquiries: info@mechaneurope.com

Sales Department: sales@mechaneurope.com

Customer Service: office@mechaneurope.com

Warranty & Claims: ani@mechaneurope.com

Management: lien@mechaneurope.com

Thank you for choosing Mechan Europe Ltd!



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ANNEX

I. DEFINITIONS

- i. Mechan Europe Ltd (hereinafter referred to as „Mechan Europe“, “SUPPLIER”, “we”, “our”, “us”) is a commercial company, with main office and address of management: Platinum Business Center, Bacho Kiro 26-30 Str., 6th floor 1000 Sofia, Bulgaria, providing products and services subject to these terms, administered through the portal: <http://www.mechaneurope.com> ; registered under the Value Added Tax VAT number: BG 205464376
- ii. [WWW.MECHANEUROPE.COM](http://www.mechaneurope.com) (<http://www.mechaneurope.com>) is a website (portal) – virtual store, through which consumers receive the products and services described in these Terms and Conditions, which in short is referred to as “the site”.
- iii. Supplier is a juridical person, involved in the chain of delivery of the product, who is involved in transferring ownership, or establishment of other rights of a product in favor of another supplier or dealer, or who contracts with the Client – a physical person, who is a User by the sense of the Customer Protection Law in the public or private sector.
- iv. Client is every physical, or juridical person, who acquires products, or uses services, whose purpose is not, or is related to commercial or professional activities, and each physical person, who as a side in the contract according to this law acts out or in the limits of his commercial or professional activity.
- v. User is each physical person, who acquires products, or uses services, whose purpose is not commercial or professional activities and each person, who as a side in the contract acts inside or outside the limits of his commercial or professional activity.
- vi. Dealer is every physical, or juridical person, who sells, or offers products and services, or makes a contract with a user as a part of his commercial or professional activity either in the public, or private sector.
- vii. Producer is any physical, or juridical person, who produces products, that are ready to be sold, or changes or reworks a product in such a way that it is ready to go to market; presents himself as a producer by putting his name, or brand name, or another distinctive sign on the product, its package, or on the technical or commercial documentation.
- viii. Internet is a system of interconnected networks, using Internet protocol, which allows them to function as a separate virtual network.
- ix. Internet-page is a special place in Internet, available through a unique address by protocol or another standard protocol, containing files, programs, text, sound, pictures, images, or other materials and resources.
- x. Email is an electronic means for storage and transport of electronic messages through the Internet via standard protocols.
- xi. Electronic statement is a verbal statement, presented in a digital form through a common standard of transformation, reading and visual presentation of the information.
- xii. “Electronic document” is an electronic statement, written on a magnet, optical, or another carrier, which can be reproduced.
- xiii. Commercial announcements are advertisements, or other messages, presenting in a direct or an indirect way the products, services, or a reputation of a person, involved in commercial or craftsman activities or occupied in a regulated job.
- xiv. Electronic trade is offering of services to the information society.



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- xv.** Electronic Society Services are such services, that are usually paid and are presented remotely via the usage of electronic means after an explicit statement has been made by the user of the service.
- xvi.** Remote Provision of Services is provision of services, in which the parties are not at the same place at the same time.
- xvii.** Provision of Services via electronic means is provision of services, in which each of the parties uses devices for electronic processing, including digital compression and storage of information, as the service is completely done by using a conductor, radio waves, optical and other electromagnetic means.
- xviii.** By the explicit will of the receiver of the service means, that the service is provided with the explicit will of the receiver.
- xix.** Contract for Remote Purchasing is every contract, which was made based on an offer from the Supplier to the Client, as a part of a product selling or servicing system, in which from the date of making the offer until the contract is made, the parties have not met physically.
- xx.** Profile of the Client is a differentiated part of the site, which contains information about the Client, which is presented by the Client in an electronic form during his registration and is stored by the Supplier, as the Client data contain the following identification data for the Client: username, password, name of the Client, address of residence, delivery address, if it is different from the address of residence, telephone for contact. The access to the site is made by clicking on this link www.mechaneurope.com in The Client's Internet Browser. The provided email address of The Supplier to The Client enables him to change the originally entered information during the initial correspondence between The Client and The Supplier, as well as gives him access to every other information, which is available on the site written in the email signature of every email address The Supplier owns, as well as to review the requests, which have been made so far.
- xxi.** Electronic form is an electronic form, in which the client's information is filled.
- xxii.** An Accident is a circumstance, whose presence at the moment of making the contract was not an objective, or subjective possibility to forecast and this circumstance makes the fulfillment of the contract objectively impossible.
- xxiii.** Malicious Actions are actions, or a lack of actions, impeaching the Internet etiquette, or harming people, connected to the Internet, or associated networks, sending of unasked for emails, obtaining access to resources with someone else's rights and passwords, using flaws in the systems with the purpose of private benefit, or obtaining information, commitment of actions that can be classified as industrial spying, or sabotage, harming or destroying of systems or informational arrays, sending of "Trojan horses", or causing installation of viruses or systems for remote control, disturbing the normal people of the other users of the Internet and associated networks, commitment of any actions, that can be classified as a crime, or an administrative violation according to the Bulgarian legislation or another applicable legislation.
- xxiv.** Insurmountable obstacle is an unforeseen or unpreventable event of an exceptional character, which happened after the creation of the contract.
- xxv.** Package are containers or all other appliances or materials, which are capable of performing the function of holding and storing different products, offered by the Supplier directly to the Clients, where the package is a product of the Supplier.
- xxvi.** Purchasing price is the final price for a single piece, or several pieces of the products, or services.

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- xxvii.** Additional services are the services, related to the delivery of the requested product, which includes packing and delivery by the courier service.
- xxviii.** Price of the additional services is the final price for the delivery of an already requested product, or service, which includes the price of the delivery, packing materials – if such were used, VAT. In case of non-applicable VAT charges, The Supplier will state so in the invoice The Client is issuing to The Client after receiving the Client's purchase order.
- xxix.** Public Invitation is an invitation, which is sent to the Clients as a purchasing proposal, by visualizing the offered products and services at the site WWW.MECHANEUROPE.COM
- xxx.** Product definitions and descriptions for the following products are available at the website WWW.MECHANEUROPE.COM :
 - a)** "Mechan Europe Ltd" Plasma Technology **Probes** for applications in ENT, Orthopedic, Urology, Ophthalmology, Gynecology, Dermatology and Spine surgeries/procedures/treatments with integrated cables for connection with Mechan Europe Ltd's Plasma Technology Surgery Generators.
 - b)** "Mechan Europe Ltd" Plasma Technology **Generators** for applications in ENT, Orthopedic, Urology, Ophthalmology, Gynecology, Dermatology and Spine surgeries/procedures/treatments in full set with a Saline pump, Cables and Footswitch control. The generators are ready for usage when connected to the compatible "Mechan Europe Ltd" Plasma Technology Probes.
 - c)** **Saline** or "**Flow Control Unit**" for connection to "Mechan Europe Ltd" Plasma Technology Generator.
 - d)** **Footswitch** (Set of two pedals)
 - e)** **Cables** (patient cables, saline flow control unit cables, switching cables, treatment probes cables, etc)