

Terms and Conditions for the “30-Day Free Trial” Promotion – emoswitch Blue

1. Promoter

The promoter of this promotion is:

EMO Systems GmbH

Rungestraße 19

10179 Berlin

Germany

Email: sales@emosystems.de

Website: www.emosystems.de

2. Scope of the Promotion

As part of the “**30-Day Free Trial**” promotion, selected business customers and professional prospects are given the opportunity to test the Bluetooth foot switch **emoswitch Blue** free of charge and without obligation for a period of 30 days in their professional practice or business environment.

The promotion is intended to introduce the product and provide an opportunity for a non-binding practical trial.

3. Eligibility

Participation is limited exclusively to:

- Entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB)
- Medical practices
- Hospitals and clinics
- Medical institutions
- Commercial businesses and organizations

Consumers within the meaning of Section 13 BGB are excluded from participation.

Participants must be at least 18 years of age and authorized to represent the participating business, organization or institution.

4. Participation / Registration

Participation requires the participant to fully complete and submit the contact form provided for the promotion.

There is no entitlement to participation.

EMO Systems reserves the right to review and reject requests at its reasonable discretion, in particular in cases of:

- missing or incomplete information
 - multiple registrations
 - apparent private use
 - the applicant not belonging to the intended target group
 - the available trial quota having been exhausted
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5. Number of Trial Devices

The promotion is limited to **50 trial devices**.

Trial devices will generally be allocated subject to availability and in the order in which qualified requests are received.

A maximum of **one trial device per participant** will be provided.

6. Shipping and Start of the Trial Period

The trial device will be shipped to the business address provided in the registration form.

The **30-day trial period begins on the date the device is delivered** to the participant.

The delivery confirmation or delivery record provided by the shipping service shall be decisive for determining the start of the trial period.

7. Use During the Trial Period

The device may only be used:

- for its intended purpose
- properly and appropriately
- by the participant or within the participant's own organization or institution
- for commercial or professional purposes

The transfer, rental, pledging, modification or provision of the device to third parties is prohibited.

The participant agrees to comply with all applicable safety, operating and usage instructions.

8. Ownership

The trial device remains the property of **EMO Systems GmbH** until the purchase price has been paid in full.

During the trial period, the device is provided to the participant exclusively on a loan basis.

9. Return After the Trial Period

If the participant decides not to purchase the device, the trial device must be handed over to the return shipping service designated by EMO Systems **within 5 calendar days after the end of the trial period**.

Returns within Germany are free of charge in accordance with the return instructions provided by EMO Systems.

The date on which the device is handed over to the shipping service is decisive for compliance with the return deadline.

10. Purchase / Invoicing

If the trial device is not returned within the applicable deadline, this shall be deemed to indicate that the participant wishes to keep the device.

In this case, EMO Systems is entitled to invoice the participant for the purchase price communicated at the time of registration.

The invoice shall be due within the payment period specified on the invoice.

11. Reminder Before the End of the Trial Period

EMO Systems intends to send the participant a reminder by email before the end of the trial period.

Failure to receive such a reminder shall **not affect any deadlines or obligations of the participant.**

12. Condition of the Device / Participant's Liability

The device must be handled with due care.

Normal signs of use resulting from proper and intended use shall not constitute damage.

The participant shall be liable for damage resulting from:

- improper use
- use contrary to the intended purpose
- intentional or negligent damage
- loss of the device
- unauthorized transfer or provision of the device to third parties

In such cases, EMO Systems reserves the right to claim repair costs, the replacement value or any reduction in value, as applicable.

13. Technical Defects

In the event of a technical defect that was not caused by the participant, EMO Systems may, at its own discretion:

- provide a replacement device
- arrange for repair of the device
- terminate the trial period

Any further claims shall be excluded to the extent permitted by applicable law.

14. Liability of EMO Systems

EMO Systems shall be liable without limitation in cases of:

- intent
- gross negligence
- injury to life, body or health
- mandatory statutory liability

In cases of ordinary negligence, EMO Systems shall only be liable for the breach of material contractual obligations and such liability shall be limited to the foreseeable, typical damage.

In all other respects, liability shall be excluded to the extent permitted by law.

15. Data Protection

Personal data will be processed exclusively for the purposes of conducting the promotion, processing the request, communicating with the participant and, where applicable, processing the resulting contractual relationship.

Further information is available in our Privacy Policy:

[EMO Systems Privacy Policy](#)

16. Exclusion / Termination of the Promotion

EMO Systems reserves the right to modify, suspend or terminate the promotion at any time for a legitimate reason, in particular in cases of:

- misuse
- technical problems
- lack of availability
- force majeure

Trial periods that have already commenced shall generally remain unaffected by such changes, suspension or termination.

17. Final Provisions

The laws of the **Federal Republic of Germany** shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

To the extent legally permissible, the place of jurisdiction shall be the registered office of **EMO Systems GmbH**.

Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

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