



## **General Conditions of Sale**

### **1. SCOPE**

#### **SONESTA GENERAL CONDITIONS OF SALE**

These General Conditions of Sale apply to all business transactions between a Buyer and Sonesta Medical AB (including subsidiaries, collectively referred to hereunder as Sonesta). Any agreements to the contrary must be made in writing. Sonesta's General Conditions of Sale apply even if the Buyer refers to contrary conditions in his own order or confirmation of order unless an authorized representative of Sonesta thereto has given Sonesta's agreement in writing.

### **2. OFFERS**

Sonesta's offers are made in good faith, but are understood to be without obligation and subject to possibilities of manufacturing and shipments and to the right of prior sale.

### **3. ORDERS**

Orders are to be made in writing and shall include a specification of the Products and quantities ordered. The Buyer shall, in respect of each order be responsible for ensuring the accuracy of the order, providing Sonesta with any information necessary to enable Sonesta to process the order and for complying with all labelling, marketing and other applicable legal requirements in the country of export and the country of import.

No order shall be binding on Sonesta until accepted in writing by Sonesta.

### **4. PRICES**

The prices presented in Sonesta's price list and offers are, unless otherwise specified, for delivery Ex Works (INCOTERMS 2010) Sonesta's manufacturing site in Sweden.

### **5. DELIVERY**

Estimated time for delivery is specified when the order is confirmed. Sonesta shall use all reasonable endeavors to deliver on time, however Sonesta shall not be held liable if, despite such endeavors, there is any delay in delivery. Furthermore, in case of capacity constraints, Sonesta also reserves the right to reschedule deliveries and make partial deliveries.

Once the order has been confirmed by Sonesta, cancellation can only be made upon written consent from Sonesta and provided that the Buyer compensates Sonesta for all costs associated with the cancelled order.

### **6. TERMS OF PAYMENT**

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Terms of Payment are according to the invoice and specific to buyer and/or market, and may be as follows:

- upon receipt of invoice, or
- by means of confirmed, irrevocable Letter of Credit valid for at least three (3) months and expiry date and place in Sweden, made through banks accepted by Sonesta and with all associated charges and fees paid by the Buyer, or
- prepayment, or ~~or~~ 30 days net from date of invoice, or
- other agreements, provided that these have been confirmed in writing by an authorized representative of Sonesta.

Sonesta reserves the right to request prepayment, whether in whole or partially, at any point of time, regardless of prior agreements. However, Sonesta will make commercially reasonable efforts to restrict prepayment terms to new Buyers or Buyers who show repeated and/or substantial delay in making good payments to Sonesta.

All payments must be made free of charges and should cover the oldest invoices. If payment has not been made by the date on which payment is due, Sonesta reserves the right to charge the Buyer reference rate of interest of +8,0 % or the maximum interest allowed under local law. The Buyer is not entitled to withhold or to offset payments due against counter claims.

Any disputes or claims regarding invoices from Sonesta should be made in writing and be received by Sonesta no later than five (5) business days from date of invoice.

If, in the course of a contract, the financial position of the Buyer should deteriorate or if Sonesta should receive unfavorable information regarding the Buyer's standing or in case of invoices not being settled as agreed upon, Sonesta reserves the right to claim immediate payment for all affected shipments.

## **7. RESERVATIONS OF OWNERSHIP**

Ownership to the Products supplied by Sonesta shall remain with Sonesta and shall not pass to the buyer until the purchase price has been paid in full and received by Sonesta.

## **8. WARRANTY**

Sonesta warrants that the Products shall be free from defects in material or workmanship for a period of twelve (12) months (5 years for electrical devices and actuators) "the warranty period" after delivery to the Buyer. During the warranty period, Sonesta shall be obliged to either replace, repair non-conforming products or to provide the Buyer with spare parts, to



be decided by Sonesta in its full discretion.

The rights set out in this Section are exclusive and Sonesta makes no express or implied warranties with respect to the Products.

Sonesta's obligations under this warranty are voided for any use or maintenance of the products which is inconsistent with the product's manuals, intended use, specifications, warnings or precautions and neither does Sonesta make any warranty and will have no obligation for consumable parts or supplies or damage to the products caused by or resulting from abuse, misuse, neglect or any unauthorized repairs, maintenance or alterations of the products, including but not limited to subsequent installation of accessories after the date of installation, which, according to Sonesta's sole discretion, affects the product materially and adversely, or normal wear and tear deterioration.

If an investigation of a possible warranty issue for the products must be performed on site by a technician and the investigations shows that it is not a valid warranty, the buyer will be billed this cost as a service case.

## **9. PATENTS, TRADE NAMES**

Patents, trade names and registered designs shall remain the sole property of Sonesta. The Buyer is not entitled to offer Sonesta's products for sale under any other trade name or with any addition to their current trade name without Sonesta's prior written consent.

Any infringements of Sonesta's patents, trade names or registered designs, which come to the knowledge of the Buyer, shall, without delay, be reported to Sonesta.

## **10. LOSS or DAMAGE in TRANSIT**

All claims directed to Sonesta for damage to or partial loss of products in transit must be submitted in writing within five (5) days after the receipt of the goods or advice notice. Failure to provide such claim as set out above shall be seen as the Buyer's consent that the products were delivered in accordance with the contract and in good and saleable condition. Please note that the carrier may have other timelines for notification of loss or damage during transit.

## **11. COMPLAINTS**

Any claim against Sonesta for shortages in, damages to or defects in the Products shall be made within twenty-eight (28) calendar days after the Buyer becomes or should have become aware of such reason for claim. All claims shall be submitted to Sonesta in writing and shall set forth in full the details and basis of such claim. Sonesta shall in no event be liable for any contingent, consequential, special or indirect damages over and above the warranty commitments expressed in writing in any specific case.



Failure by the Buyer to provide proper documentation to support an insurance claim resulting in total or partial denial of coverage shall render the Buyer liable to Sonesta for amounts unpaid.

## **12. RETURN PRODUCT POLICY**

Returned products will be accepted only upon prior written authorization using Sonesta's form for the Return Goods Authorization (RGA). Items shall be returned freight prepaid, in original packaging, have original labels and be in unused condition. Products returned, other than Sonesta's confirmed erroneous shipment or for products, which do not conform to the then-current products specifications, will only be accepted by Sonesta with a minimum restocking charge of twenty percent (20 %) of the invoice value.

Products held over six (6) months from the date of receipt or products, which are abused, discounted, altered, made to special order or delivered in sterile packaging may not be returned.

Any return shipments not complying with the above will be rejected at the point of delivery, be it the port of entry or other storage facilities outside our premises, and sent back to the Buyer at his expense.

## **13. LEGAL JURISDICTION**

All transactions are governed by the Laws of Sweden. All disputes shall be finally settled by arbitration. The arbitration shall be held in Sweden and conducted in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.