

## 1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Buyer" means the organization or person who buys Goods from the Seller;
- 1.2 "Goods" means the articles to be supplied to the Buyer by the Seller;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "List Price" means the list of prices of the Goods maintained by the Seller as amended from time to time;
- 1.5 "Seller" means BraunAbility Europe AB, a company registered in Sweden under Company Number 556422-9010, trading as BraunAbility Europe AB.

## 2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.3 Braunability Europe AB provides all manuals and instructions in English. If you need them in other languages, we can arrange translations at an additional cost to you.

## 3 PRICE AND PAYMENT

- 3.1 The price shall be that in the Seller's current List Price, or such other price as the parties may agree in writing. The price is exclusive of VAT or any other applicable costs. Carriage shall be paid for by the Buyer .
- 3.2 Payment of the price and VAT and any other applicable costs shall be due within 30 days of the date of receipt of the invoice supplied by the Seller.
- 3.3 The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 11 % per annum plus the official discount rate from time to time applied by the Central Bank of Sweden (Sveriges Riksbank). Overdue invoices may at our discretion be referred to a debt collection agency. Any additional costs incurred as a result of this referral will be passed onto the Buyer and will be due within the terms specified by the agency.
- 3.4 If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  - 3.4.1 require payment in advance of delivery in relation to any Goods not previously delivered;
  - 3.4.2 refuse to make delivery of any undelivered Goods whether ordered under the contract or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
  - 3.4.3 terminate the contract.

#### **4 DESCRIPTION**

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

#### **5 SAMPLE**

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample.

#### **6 DELIVERY**

6.1 Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on the date specified by the Seller. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

6.2 The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract.

6.3 If the Seller is unable to deliver the Goods for reasons beyond its control, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.

6.4 The Buyer shall be entitled to replacement Goods where the Goods have been damaged during transportation. The Buyer must notify the Seller of the damage within 24 hours of delivery.

#### **7 RISK**

Risk in the Goods shall pass to the Buyer at the moment the Goods are delivered at the Buyer's premises. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

#### **8 TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

#### **9 WARRANTY**

9.1 Where the Goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within our stated warranty period from the date of delivery, subject to the following conditions:

9.1.1 the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

9.1.2 the defect being due to the faulty design, materials or workmanship of the Seller.

9.2 Any Goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.

9.3 Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the Buyer.

9.4 The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such price has already been paid.

9.5 The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including, but without limitation, Clauses 10 and 11 below.

## 10 LIABILITY

- 10.1 No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of this contract where such representations were made or given in relation to:
- 10.1.1 the correspondence of the Goods with any description.
  - 10.1.2 the quality of the Goods; or
  - 10.1.3 the fitness of the Goods for any purpose whatsoever.
- 10.2 No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of this contract where such term relates in any way to:
- 10.2.1 the correspondence of the Goods with any description.
  - 10.2.2 the quality of the Goods; or
  - 10.2.3 the fitness of the Goods for any purpose whatsoever.
- 10.3 All implied terms, conditions or warranties as to the correspondence of the Goods to any description or the satisfactory quality of the Goods or the fitness of the Goods for any purpose whatsoever (whether made known to the Seller or not) are hereby excluded from the contract.

## 11 LIMITATION OF LIABILITY

- 11.1 Where any court or arbitrator determines that any part of Clause 10 above is, for whatever reason, unenforceable, the Seller shall be liable for all loss or damage suffered by the Buyer but in an amount not exceeding the contract price.
- 11.2 Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

## 12 SECURITY MEASURES AND ALLOCATION OF RESPONSIBILITIES

12.1 Under Directive 2001/95/EC of the European Parliament and of the Council on general product safety:

12.1.1 The supplier is obliged to take necessary and lawful measures to eliminate risks of harm to persons and property. Such measures may include, but are not limited to, warning notices, product recalls, or other reasonable measures to inform users of the risks.

12.1.2 The distributor is obliged under the same law to fully co-operate with the supplier in taking such measures.

12.2 The distributor undertakes to fully co-operate with the supplier in the implementation of the above security measures. This includes, but is not limited to:

- Establishing and maintaining a customer register for all customers who purchase products from the distributor.
- Taking actions as directed by the supplier to address security breaches, such as recalling products, fixing defects, or informing customers of security breaches.
- Responding to any communication from the supplier without delay and co-operating in good faith to ensure that the supplier can meet its legal obligations.

12.3 The supplier shall bear all costs arising from the security measures taken by the distributor in accordance with the supplier's instructions.

12.4 The distributor shall include in its agreements with sub-distributors the corresponding requirements applicable to the distributor under this provision, in order to ensure a coherent approach to security measures.

12.5 The distributor shall be liable to the supplier for all claims against the supplier arising from any failure by the distributor to act in accordance with this provision.

### **13 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

### **14 FORCE MAJEURE**

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

### **15 RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

### **16 ASSIGNMENT AND SUB-CONTRACTING**

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

### **17 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

### **18 SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

### **19 GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines,

taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The arbitration proceeding shall be conducted in the English language and take place in Gothenburg.

## **20 TRADE RESTRICTIONS & EXPORT CONTROLS**

Buyers are required to adhere to trade restrictions and export control procedures in line with US and international laws, ensuring compliance with regulations governing trade sanctions and export control. It is the responsibility of buyers to ensure that any products acquired from BraunAbility are utilized in accordance with these established guidelines. Failure to comply may result in legal ramifications. Buyers must familiarize themselves with and comply with antitrust laws. Any questions should be directed to legal counsel.

## **21 ANTI TRUST- COMPLIANCE POLICY**

Buyers must understand and comply with antitrust laws. Violations may result in severe penalties. The buyer is expected to engage in fair competition within legal boundaries and must not engage in any conduct that violates antitrust laws. Any suspected violations must be reported promptly. Buyers must familiarize themselves with and comply with antitrust laws. Any questions should be directed to legal counsel.

## **22 PRIVACY POLICY**

BraunAbility Europe AB prioritizes your privacy, applicable to both offline and online services, including websites and email communications. For detailed policy, visit: [Privacy Policy](#).

### **Contact:**

- Mail: BraunAbility Europe AB, Åkerivägen 7, S-443 61 Stenkullen, Sweden
- Email: [privacy@braunability.eu](mailto:privacy@braunability.eu)
- Phone: [+46 302-25400](tel:+4630225400)