

Luzmon Medical - Standard Conditions for Sale for Consumer Purchases of Goods (B2C)

This purchase is regulated by these Standard Conditions of Sale for Consumer Purchases of Goods over the Internet. Consumer purchases over the Internet are regulated primarily by the Contracts Act, the Consumer Purchases Act, the Marketing Control Act, the Cancellation Act and the E-Commerce Act, and these laws provide consumers with mandatory rights. The laws are available (in Norwegian) at www.lovdata.no. The terms of this contract shall not be understood as any limitation of the statutory rights, but set out the parties' most important rights and obligations with regard to the purchase.

1 The contract

- 1.1 The contract consists of these conditions of sale, information provided in the order form and any specially agreed terms. In the event of any conflict between the information, precedence goes to what has been specifically agreed between the parties, unless it is contrary to mandatory legislation.
- 1.2 In addition, the contract will be complemented by relevant statutory provisions regulating the purchase of goods between traders and consumers.

2 The Parties

- 2.1 The seller is Luzmon Medical AS, Oscars gate 42, 0258 Oslo, post@luzmon.com, organization number NO 995 871 238 VAT, and is hereinafter referred to as the Seller.
- 2.2 The buyer is the consumer who makes the order and is hereinafter referred to as the Buyer.

3 Price

- 3.1 The price stated for the goods and services is the total price the Buyer should pay. This price includes all taxes and additional costs. The Buyer shall not be responsible for any additional costs unless the Seller before the purchase has informed that additional costs may occur.
- 3.2 Notwithstanding the above, if the Buyer exercises the right of cancellation described in Section 8 below or otherwise return the goods, costs related to the return of the goods will be the responsibility of the Buyer.

4 Conclusion of contract

- 4.1 The contract is binding on both parties once the Buyer has submitted its order to the Seller.
- 4.2 However, the contract is not binding if there have been any orthographical or typological errors in the offer from the Seller, in the order solution in the Online Store or in the Buyer's order, and the other party realized or should have realized that there was such an error.

5 The payment

- 5.1 The Seller may claim payment for the goods from the time it is shipped from the Seller to the Buyer.
- 5.2 If the Buyer uses a credit or debit card to make the payment, the Seller can reserve the purchase price on the card at the time of order. The card will be charged on the day the goods are shipped.

6 Delivery

- 6.1 Delivery is made when the Buyer, or his representative, has taken possession of the goods.

- 6.2 If the delivery date is not stated in the order solution, the Seller shall deliver the goods to the Buyer without undue delay and no later than 30 days after the order is placed by the Buyer (which shall then be considered to be the delivery date). The goods shall be delivered to the Buyer's address unless otherwise specifically agreed between the parties.

7 Risk of loss or damage

- 7.1 The risk of loss or damage to the goods passes to the Buyer when he, or the Buyer's representative, has taken over the goods in accordance with section 6.

8 Right to cancel

- 8.1 If the seal of the goods is unbroken, the Buyer may cancel the order in accordance with the Norwegian Consumer Purchases Cancellation Act (Norwegian: Angrerettloven), unless the contract is exempt from the right to cancel under applicable laws.
- 8.2 The Buyer must notify the Seller that he will exercise the right to cancel within 14 calendar days after the start of the cancellation period. If the period ends on a Saturday, Sunday or public holiday, the period will be extended until the next business day.
- 8.3 A notice of cancellation must be sent within calendar 14 days after the start of the cancellation period. The Buyer has the burden of proof for demonstrating that the right to cancel has been asserted and notice given within the cancellation period. The notification should therefore be made in writing (cancellation form, email or letter).

- 8.4 When purchasing individual goods, the cancellation period will begin on the day after the good(s) have been received.
- 8.5 The cancellation period will be extended to 12 months after the end of the original cancellation period if the Seller does not inform the Buyer of the right to cancel before the conclusion of the contract and has not provided the Buyer with a standardized cancellation form. The same applies if information about the terms and conditions, deadlines and procedures for exercising the right to cancel is insufficient. However, if the Seller gives this information during these 12 months, the cancellation period ends 14 days after the day the Buyer received the information.
- 8.6 When the right to cancel is exercised, the goods (with the seal intact) must be returned to the Seller, without undue delay and no later than 14 days after notice has been given on the intention to exercise the right. The Buyer must cover the direct costs associated with returning the goods, unless otherwise agreed or the Seller has failed to inform that the Buyer shall cover the return costs. The Seller may not impose a fee on the Buyer's use of the right to cancel.
- 8.7 The Seller is obliged to repay the purchase price to the Buyer without undue delay, and no later than 14 days after the Seller received notice on the Buyer's decision to exercise the right to cancel. The Seller has the right to withhold the repayment until he has received the goods (with the seal intact) from the Buyer, or until the Buyer has provided documentation that the goods have been returned (with the seal intact).

9 Delays and non-delivery: the Buyers' rights and deadline to report claims

9.1 If the Seller fails to deliver the goods or delivers after the delivery date under the contract between the parties, and this is not due to the Buyer or circumstances on the part of the Buyer, the Buyer may, in accordance with the rules of Chapter 5 of the Consumer Purchases Act, *withhold the purchase price, demand performance of the contract, terminate the contract and/or demand compensation* from the Seller, according to the relevant circumstances.

9.2 For demands of remedy for breach of contract, notice should be given in writing for the purposes of documentation (e.g. email).

9.3 Specific Performance

The Buyer may affirm the purchase and require performance from the Seller. However, the Buyer may not require specific performance if there is an obstacle to performance of the contract the Seller cannot overcome, or if performance would cause a great disadvantage or cost to Seller that is disproportionate to the Buyer's interest in the performance. Should the obstacles fall away within a reasonable amount of time, the Buyer may still require performance.

The Buyer loses his/her right to require specific performance if the claim is not made within a reasonable time.

9.4 Termination

If the Seller fails to deliver the goods by the delivery date, the Buyer shall notify the Seller and request the Seller to deliver within a reasonable additional time. If the Seller

does not deliver the goods within the additional time, the Buyer may cancel the purchase.

Notwithstanding the above, the Buyer may terminate the purchase immediately if the Seller refuses to deliver the goods. The same applies if delivery by the delivery date was decisive for the conclusion of the contract, or if the Buyer has informed the Seller that the delivery date is decisive for the purchase.

If the goods are delivered after the additional time set by the Buyer pursuant to this section 9.4 or after the delivery date which was decisive for the conclusion of the contract, the Buyer may terminate the contract within a reasonable time after the Buyer was informed of the delivery.

9.5 Compensation

The Buyer may demand compensation for losses incurred as a result of the delay. However, this does not apply if the Seller proves that the delay was caused by events beyond the Seller's control that could not reasonably have been foreseen at the time the contract was concluded, avoided or overcome the consequences of.

10 Defective goods - Buyer's rights and deadline to report claims

10.1 If there is a defect in the goods, the Buyer must within a reasonable time after it was discovered or should have been discovered, notify the Seller of the defect and that he will invoke a remedy for the defect. The Buyer is always considered to have given a timely notice if it occurs within two months after the defect was discovered or should have been

discovered. Notice may in any event be given no later than two years after the goods was delivered to the Buyer. If the goods or part of it is intended to last considerably longer than two years, the deadline is extended to five years.

10.2 If the goods have a defect and this is not due to the Buyer or circumstances on the part of the Buyer, the Buyer may, in accordance with the rules of Chapter 6 of the Consumer Purchases Act, *withhold the purchase price*, choose between *repair* and *replacement*, demand a *price reduction*, demand the contract to be terminated and/or claim *compensation* from the Seller according to the relevant circumstances.

10.3 Notice should be given to the Seller in writing.

10.4 **Repair or replacement**

The Buyer may choose between having the defective item repaired or replaced. However, the Seller may object to the Buyer's claim if it is impossible or will incur disproportionately large costs to the Seller to comply with the Buyer's choice. Repair or replacement shall be performed within a reasonable amount of time after the notification of the defect. The Seller is not entitled to make more than one attempt to remedy the defect unless it is reasonable for the Seller to have another attempt.

10.5 **Price reduction**

The Buyer may require a price reduction if the goods are not repaired or replaced, or it is evident that this will not happen. This means that the relationship between reduced and originally agreed price corresponds to the relationship between the

value of the goods in a deficient condition and the contractual condition.

The Buyer may immediately require a price reduction or termination if, by its nature, the defect is so severe that it is not reasonable to expect the Buyer to accept an offer for repair or replacement of similar goods.

10.6 **Termination**

If the goods are not repaired or replaced, the Buyer may cancel the purchase unless the Seller proves that the defect is immaterial.

11 **Seller's rights in the event of Buyer's breach**

11.1 If the Buyer does not pay or otherwise fulfil his/her obligations under the contract or the law, and this is not due to the Seller or circumstances on the Seller's side, the Seller may, in accordance with the rules of Chapter 9 of the Consumer Purchases Act, *withhold the goods*, demand *performance* of the contract, demand *termination of the contract* and claim *compensation* from the Buyer, according to the relevant circumstances. The Seller may also, according to the relevant circumstances, charge *interest in the event of late payment*, a *collection fee* and a *reasonable fee for uncollected goods*.

11.2 **Specific Performance**

The Seller may affirm the purchase and require that the Buyer pay the purchase price. If the goods have not been delivered, the Seller loses his right if he waits unreasonably long to make the claim.

11.3 Termination

The Seller may terminate the contract if there is a significant non-payment breach or any other significant breach by the Buyer. However, the Seller cannot terminate if the full purchase price has been paid. The Seller may also terminate the purchase if the Buyer does not pay within a reasonable additional time frame for fulfilment set by the Seller.

11.4 Interest on late payment / debt collection fee

If the Buyer does not pay the purchase price under the contract, the Seller may claim interest on the purchase price according to the Act Relating to Interest on Overdue Payments. In the event of non-payment, the claim may, upon prior notice, be sent to debt collection. The Buyer can then be held liable for a fee according to the Act relating to Debt Collection and Other Debt Recovery.

12 Personal data

12.1 The Seller is the party responsible for handling collected personal data. Unless the Buyer consents otherwise, the Seller may only obtain and store whatever personal data is necessary for the Seller to complete its duties according to the contract. The Seller's personal data shall only be given to others if this is necessary for the Seller to fulfil the contract with the Buyer, or in cases where this is required by law.

13 Conflict Resolution and Choice of Law

13.1 The contract shall be governed by and construed in accordance with Norwegian law.

13.2 Claims must be directed to the Seller within a reasonable time frame in accordance with

Sections 9 and 10. The parties shall attempt to resolve any disputes out of court. If this is not successful, the Buyer may contact the Consumer Authority for mediation. The Consumer Authority can be reached on (+47) 23 400 600 or at www.forbrukertilsynet.no.

13.3 The European Commission's complaint portal can also be used if you wish to file a complaint. This is particularly relevant if you are a consumer residing in another EU country. The complaint is filed here: <http://ec.europa.eu/odr>.