

## **Luzmon Medical - Standard Terms and Conditions for Sale of Goods (B2B)**

This purchase is regulated by these Standard Conditions of Sale of Goods over the Internet. By placing an order on this website, you give a full and unreserved acceptance of these terms and conditions governing the order. No other terms and conditions or modifications or deviations from these terms and conditions will be binding for the order unless expressly accepted in writing by Luzmon AS.

### **1 The contract**

- 1.1 The contract consists of these terms and conditions of sale, the order form and the order confirmation issued by the Seller, together referred to as the Contract
- 1.2 The Contract constitutes the entire agreement between the Buyer and the Seller in relation to an order, and supersede all previous communications, representations or agreements, either verbal or written, with respect to the subject matter thereof.

### **2 The Parties**

- 2.1 The seller is Luzmon Medical AS, Oscars gate 42, 0258 Oslo, [post@luzmon.com](mailto:post@luzmon.com), organization number NO 995 871 238, and is hereinafter referred to as the Seller.
- 2.2 The buyer is the person or corporation 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. 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 Freight charges are included in the total price of the goods. However, as per the delivery conditions set out in section 6 the Buyer shall inter alia be responsible for custom clearance, taxes, duty, and any separate or additional shipping cost from the place of delivery set out in the order form. The Seller does not collect import duties or customs taxes and the Buyer is solely responsible for any such duties or taxes.
- 3.3 Notwithstanding the above, if the Buyer exercises the right of return in Section 8 below, 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 the order is placed.
- 5.2 If the Buyer uses a credit or debit card to make the payment, the Seller can charge the card at the time of the order.
- 5.3 Upon payment by invoice, the invoice to the Buyer is issued upon confirmation of the order by the Seller. The due date for the payment shall be written on the invoice and will be 14 days from the issuance of the invoice.

## 6 Delivery

- 6.1 All Shipments shall be on terms Carriage Paid To (CPT) pursuant to INCOTERMS 2020 (or such other INCOTERMS revision replacing the current INCOTERMS 2020), at the place of delivery set out in the order form.
- 6.2 If the delivery date is not stated in the order form, 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).

## 7 Risk of loss or damage

- 7.1 The risk of loss or damage to the goods passes to the Buyer on delivery according to the applicable Incoterm 2020 delivery condition.

## 8 Right to cancel

If the seal of the good is unbroken, the Buyer may cancel the order and return unused goods for a full refund less shipping, handling and any other costs incurred by the Seller in connection with the cancellation and return of the goods. The Buyer will be responsible for all costs, expenses, duties and taxes incurred in connection with the return of goods.

- 8.1 A notice of cancellation must be sent to the Seller within 14 calendar days after delivery of the goods. Failure to comply with this deadline entails that the order cannot be cancelled and the goods delivered cannot be returned by Buyer as set out in this section 8.
- 8.2 Any cancellation must be authorized in writing by the Seller. Before return of any goods, the Buyer must contact the Seller to

receive an RMA (Return Merchandise Authorization) number and shipping instruction.

- 8.3 In the event of cancellation and return of the goods (with the seal intact), the Buyer will receive a refund from the Seller within 30 days after the returned goods have arrived at the premises of the Seller (with the seal intact), subject to the conditions for return of goods set out in this Clause 8 being fulfilled.

## 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, *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 The remedies set out in this section 9 shall be the sole remedies of the Buyer in the event of delay.

### 9.4 Specific Performance

The Buyer may affirm the purchase and require performance from the Seller. However, the Buyer may not require specific performance if the Seller is prevented from performing due events beyond the Seller's control that the Seller cannot reasonably avoid or overcome, or if performance would cause a great disadvantage or cost to the Seller that is disproportionate to the Buyer's interest in the performance. Should the

event come to an end within a reasonable time, the Buyer may still require performance, unless it would be unreasonable to demand the performance of the Seller.

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

### 9.5 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.

If the goods are delivered after the additional time set by the Buyer pursuant to this section 9.5, the Buyer may terminate the Contract within a reasonable time after the Buyer was informed of the delivery.

### 9.6 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.

Notwithstanding anything to the contrary in the Contract, the compensation for delay

shall be limited to the price paid by the Buyer for the goods.

## 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 14-day period 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. Notice may in any event be given no later than 3 months after the goods was delivered to the Buyer.

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 *withhold the purchase price*, demand *repair* or *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 The remedies set out in this section 10 shall be the sole remedies of the Buyer with respect to defects in the goods.

### 10.5 Repair or replacement

If the Buyer has notified the Seller, within 14-days after having discovered or should have discovered the defect, that the Buyer will make a claim for remedy of the defect, the Seller can choose between repairing the defective item or replacing it.

Repair or replacement shall be performed within a reasonable amount of time after the notification of the defect. The Seller is not obliged to make more than one attempt to remedy the defect by repairing it or replacing it.

## 10.6 Price reduction

The Buyer may require a price reduction if the goods are not repaired or replaced within a reasonable time, 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.

Notwithstanding anything contrary in this Contract, the price reduction shall in any event not exceed the price paid by the Buyer for the goods.

## 10.7 Termination

If the goods are not repaired or replaced within a reasonable time after having notified the Seller of the defect, the Buyer may cancel the purchase if the Buyer proves that the defect is of material significance.

## 11 Limitation of liability

11.1 Notwithstanding anything contrary in this Contract, the Seller's cumulative and maximum aggregate liability to the Buyer arising out of or relating to or in connection with the Contract, whether so arising by virtue of termination, breach of Contract, negligence, strict liability or otherwise at law, shall be limited to the price paid by the Buyer for the goods.

## 12 Seller's rights in the event of Buyer's breach

12.1 If the Buyer does not pay or otherwise fulfil the Buyer's 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 *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*.

## 12.2 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.

## 12.3 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.

## 12.4 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.

**13 Personal data**

- 13.1 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.

**14 Conflict Resolution and Choice of Law**

- 14.1 The Contract shall be governed by and construed in accordance with Norwegian law.
- 14.2 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 dispute shall be resolved by the ordinary courts of Norway with Oslo District Court as the agreed legal venue.