

Medicera Group SIA

GENERAL TERMS AND CONDITIONS GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

§ 1. Relevance

Unless expressly agreed otherwise, these terms and conditions apply to all offers, and agreements of purchase and sale and delivery of all goods and services that have been provided by the seller on the market. By placing the order, the buyer accepts the applicability of these terms and conditions.

General or special terms and conditions of purchase applied by the buyer are not accepted by the seller and are not applicable to all offers, agreements and deliveries unless these terms and conditions of purchase have been expressly accepted (in writing) by the seller and have been declared applicable to an individual transaction.

Any such acceptance of the application of individual terms of purchase does not imply in any way that these terms of purchase are also applicable to other transactions between buyer and seller.

If an offer/agreement between buyer and seller contains one or more deviating provisions, the other provisions that apply in these terms and conditions remain unaffected. Our general delivery and sales conditions apply indefinitely and may be adjusted with immediate effect without prior notice. In the event that our printed version differs from the version on our website, the latter always applies.

§ 2: Offers and orders

All quotes are non-binding, however the seller must stick to the prices stated in the quote for 14 days after the price quote has been sent. Payment terms are 15 days net and prices are ex works and excluding VAT/applicable taxes and without discount. When ordering without an agreed price, regardless of previous pricing, the current prices apply.

The seller reserves the right to refuse an order if he has not sent an offer and is thus not bound. He must notify the buyer of this in writing within five working days of receiving the order.

§ 3: Delivery

The seller has fulfilled his delivery obligation by offering the products once according to the time agreed with the buyer. If the buyer refuses to accept the goods, the carrier's statement (report) about the offer of delivery applies and then the buyer must pay the costs for return shipping, storage and any other costs. An agreed delivery time equals delivery. If the buyer refuses to accept the goods, the seller will store the goods for thirty days after the agreed delivery time. The seller informs the buyer in writing that he can collect the goods against cash payment. When the deadline has expired, the seller has the right to resell the goods to third parties, or to take them back.

The deadline for delivery on call is four months from the day on which the purchase agreement was concluded, unless otherwise agreed before. When the time limit has expired, the seller has the right to demand payment for these goods sold on call.

§ 4: Delayed delivery

Delayed delivery, if it occurs within reasonable limits, does not give the right to compensation or termination of the contract. In the case of delayed delivery where the buyer has agreed with the seller that the delivery must take place at a certain time and the buyer has notified the seller in writing in the agreement that the delivery time must not be exceeded, the buyer has the right - after the agreed period - to cancel the agreement without legal intervention.

§ 5: Force majeure

In this agreement, force majeure means that the fulfillment of the agreement is prevented, made difficult or delayed due to circumstances beyond the seller's control. Circumstances where there is force majeure are considered i.a. be: war, insurrection, mobilization, domestic and foreign unrest, government measures, strike or threat of strike, disturbances in exchange rates at the time the agreement was entered into, business disruptions due to fire, burglary, sabotage, natural phenomena, transport and delivery difficulties caused by weather conditions, natural phenomena, roadblocks, accidents, as well as problems with suppliers that arose due to extreme circumstances. If the seller is affected by force majeure, the seller reserves the right to cancel the agreement or to postpone the fulfillment of his obligations towards the purchase agreement without any obligation to compensation.

§ 6: Advance payment

The seller always reserves the right to demand advance payment or other security for the fulfillment of the buyer's payment obligation, before delivery.

In the event of the buyer's non-payment in advance or if it otherwise does not meet the payment obligation, the seller reserves the right to waive its delivery obligation without affecting the seller's right to compensation.

§ 7: Reservation of ownership

The seller retains ownership of all goods that have been delivered according to the agreement - at this or previous delivery - until the time when the counterparty has fulfilled its payment obligation. If the buyer acts contrary to the provisions of this article or if the seller has reason to believe that the buyer does not fulfill his obligations, the seller has the right to take back the delivered goods. The additional (return) costs must be paid by the buyer. In case of return, the goods are credited according to their value at the time of return.

§ 8: Ordered goods

Goods that are not in stock can be procured if the customer so wishes. Such an order must be made in writing where it is clearly stated when the material is to be delivered. When ordered items have arrived at our warehouse, we invoice the recipient directly, after which delivery takes place as requested. Ordered goods cannot be returned. For larger orders, we reserve the right to request a bank guarantee or advance payment at our discretion to the extent we deem appropriate.

§ 9: Return

Returns are only accepted after special agreement with us. In case of possible returns of intact and unopened packaging, a return fee of 20% of the invoiced amount is charged. In order for us to handle the return, a copy of the current debit invoice must be attached. Depending on the nature of the return, we may charge extra fees for handling.

Only goods that have been sent back to the seller, within three months of the invoice date, are entitled to a refund of the calculated value. Return costs are paid by the buyer. If the goods are not approved, this will be notified in writing to the buyer within thirty days of receipt. The goods are then available for one week. The seller can then dispose of the goods without any form of compensation obligation. Goods that are not included on the invoice are not taken back by the seller. Non-stock items cannot be returned. Unclaimed packages will be charged SEK 450 in return fee ex shipping.

§ 10: Intellectual property

The seller reserves the right to provide the goods with their own company name and brand. The buyer agrees that the intellectual property rights (copyrights, patents, trademark rights and company name rights) belong to the seller, with respect to the goods sold by the seller or materials such as technical data sheets, advertising materials, etc. made available by the seller. The buyer respects these rights and must adhere to the instructions given by the seller.

If the buyer finds that a third party is infringing on the above property rights, the buyer must notify the seller. The buyer is not permitted to use the seller's trademark or other distinguishing mark as (part of) an internet domain name or alphanumeric telephone number. The buyer agrees that the seller registers the buyer's (sales) details in a database and that the seller may use this information. The database rights belong to the seller.

§ 11: Complaints

1. The buyer's payment obligation is not postponed by the fact that a complaint, of any kind, has been submitted. Complaints must be notified to the seller only in writing, within the period specified in this paragraph.
2. No complaint may be considered if the buyer has proceeded to processing or further delivery, when the buyer could have discovered the alleged defect of the goods in a simple way. No complaints may be considered regarding technically unavoidable small deviations in specified colors and properties.
3. Complaints regarding visible errors such as: wrong format, weight, number, packaging or the estimated price can only be submitted within 3 days after the goods have been delivered.
4. Complaints regarding the quality of the delivered products can only be submitted within 7 days after the buyer has discovered a fault with the delivered goods, but under no circumstances later than six months after the goods have been delivered. In cases where the packaging indicates a shelf-life date with a shorter period of time, complaints must be submitted within this period.
5. The seller's liability for defects in delivered goods, for documentation, processing and other advice, supervision and inspection never exceeds an amount that is 3.5 times higher than the invoice amount of the goods whose defects have been proven.
6. The seller is not responsible for damages that have occurred -When the product has been used after the expiration date.
-When the product has been applied/used incorrectly.
-When the product has been used in combination with other products that have not been delivered by the seller.
Under no circumstances is the seller responsible for any consequential damages caused regardless of name and reason.
7. The buyer has the burden of proof that the goods subject to the complaint are the same as those delivered by the seller.

§ 13: Transport damage

Visible damage to goods, which can be assumed to have occurred during transport, must be reported to the driver immediately. The noticed problem must be recorded on the waybill and acknowledged by the driver, after which the damage is reported to the transport company. This is required in order for us to have an opportunity to claim compensation from the current carrier. A customer who fails to follow these instructions is thus assumed, where applicable, to have automatically approved the delivery and cannot later complain about any inaccuracies attributable to the delivery in question.

§ 14: Payments

Unless otherwise agreed, the buyer is obliged to pay the invoice, without deduction, within 15 days after the invoice date. Paying only part of the invoice amount is not accepted.

In case of exceeding the payment deadline, the seller has the right to charge a late payment interest of 2.00% per month from the buyer, an amount that is calculated cumulatively over the principal amount. Part of a month counts as a whole month.

Remarks against the invoice must be made within 5 days from the invoice date. A reminder fee is payable in accordance with the law in the event of late payment, as well as late payment interest. Late payment interest: 2.00% per month.

Only payments made in a manner indicated by the seller are valid.

The seller may offset the buyer's payments made first against costs incurred and the interest on late payment that the buyer owes and then against invoices that the buyer has been obliged to pay the longest, even if the buyer has indicated which invoice the payment should cover or if the amount paid refers to a certain invoice.

The seller reserves the right to cancel the agreement with the buyer, if the buyer does not fulfill his obligations towards the agreement, has been granted a deferral of payment, has been declared bankrupt or if an application for bankruptcy has taken place.

In addition to the amount owed by the buyer, the seller reserves the right to claim from the buyer all additional costs incurred due to non-payment, both legal and extra-legal costs.

The buyer is obliged to pay extrajudicial collection costs when the seller has engaged a third party for the collection. These extrajudicial costs consist of 12% of the claimed amount which further consists of the invoice amount plus the accumulated late payment interest according to point 3 of this article.

If the seller applies to bankrupt the buyer, the latter is obliged to pay the full amount owed, as well as all legal and extrajudicial costs and bankruptcy filing costs.

§ 15: Booked courses

Registration is binding. No repurchase. Non-rebookable course day, non-refundable course fee. We reserve the right to cancel the course no later than 24 hours before the start of the course. If the course is canceled the entire course fee will be refunded. Any incidental costs such as hotel and travel costs are not reimbursed. Any consequential costs are not reimbursed.

§ 16 : Applicable legislation/ competent court

All disputes must be subject to judgment by a competent court within the seller's area of establishment. Only Swedish legislation shall be applied to the agreement signed between the parties.