

## 1. General

The following terms and conditions apply to Univox/Bo Edin AB, (COMPANY) official offers, purchase order and other relevant documents related to sales, maintenance and support of its products (Products).

The Purchase Order initiated by a person or a business entity (Customer) is subject to acceptance by COMPANY and no agreement between COMPANY and the Customer comes into existence until COMPANY provides an Order Confirmation.

No modification or abrogation of these terms and conditions shall be effective unless provided in writing and approved by COMPANY. The Customer's acceptance of Products and/or services shall constitute acceptance of these terms and conditions.

Terms and conditions are subject to change without prior notice. COMPANY will honor terms and conditions stated in the valid COMPANY's Offer document.

COMPANY collects personal data from Customer, when the processing of such data is a prerequisite for conducting the business relationship or fulfilling legal obligations. COMPANY's Privacy Policy can be found at [www.univox.eu](http://www.univox.eu).

## 2. Pricing

All prices quoted by COMPANY are based on FCA Lidingö, Sweden. Upon request a price can be quoted based on other conditions defined by INCOTERMS 2010.

## 3. Payment

The binding payment terms are defined in the COMPANY 's Order Confirmation. In the event Customer at any time should fail to make payment in full on the due date, COMPANY shall be entitled to claim interest of eight percent (8%) per annum or according to Swedish law ("Räntelagen") on the remaining sum overdue until payment is made. In case of repeated payment delays COMPANY has the right to request prepayment on future orders.

## 4. Cancellation

A Purchase Order may be cancelled by COMPANY at any time if (a) the Customer fails to strictly comply with the payment terms, (b) the Customer becomes insolvent, (c) a petition in bankruptcy or insolvency is filed by or against the Customer, (d) upon justified suspicion the device is being routed to a competitor's company.

## 5. Taxes and Duties

The payment of any taxes, local charges, inspection fees, duties and obtaining and maintaining in full force and effect of any necessary export or import licenses, assessed on the Products for importation, storage, inspection, sale, use, handling, distribution or transportation of the Products is the sole responsibility of the Customer and COMPANY shall be under no liability whatsoever.

## 6. Delivery

Any time or date named and accepted by COMPANY for completion, delivery, dispatch, shipment or arrival of the Products is an estimate only and is given in good faith as being accurate at the time of acceptance but is not guaranteed. COMPANY shall use its best efforts to comply with delivery dates but shall not be liable for non-delivery or delay in performance when such delay is directly or indirectly caused by, or in any manner arises from, delay or failure to deliver by COMPANY's suppliers, failure or shortage of automotive transport, railway, airline, accidents, governmental interference or embargoes, strikes or shortage of labor, or other causes beyond its control.

## 7. Packing of goods

All Products are packed according to COMPANY's standard packing regulations (provided on request). Where special packaging is required by the Customer, the Customer shall be responsible for additional costs associated with such packaging.

## 8. Title

Ownership and title on the Products supplied by COMPANY to the Customer will not pass to the Customer until such time as the Products supplied by COMPANY to the Customer have been paid for in full.

### 9. Warranty and Exclusions of Liability

COMPANY provides guarantee on its own products against any defect in materials and workmanship for a period of one (1) to five (5) years, depending on product category as specified in product data sheet.

COMPANY bears no responsibility or liability whatsoever if the product is or had been used by untrained or unqualified personnel and/or COMPANY's instructions stated in the Manual delivered alongside the product have not been strictly followed and for any indirect losses or damages caused by the COMPANY of the product and/or any delays except stated in these General Terms.

COMPANY does not assume material liability for any consequential damages exceeding the original selling price of the equipment delivered.

Any liability on the side of COMPANY and only option for the Customer or the end user will be at COMPANY's discretion to (i) reimburse the Customer for the amount paid or (ii) to repair or replace the defective Product.

COMPANY's warranty does not extend to any defect or problem caused by any of the following:

- omissions in complying with the instructions stated or any use other than as specifically described in the accompanying product Manual document;
- improper environment, temperature extremes, or other misuses or negligence;
- improper use, tampering, accidents, alterations, or opening the device without prior written authorization;
- forces beyond the control of COMPANY, including but not limited to acts of war, insurrection, rebellion, civil disturbances, natural disasters, labor disputes, or government regulations.

The warranty service is normally performed at COMPANY's premises. However, COMPANY may instruct the Customer to use the warranty service at one of its regional service locations or at the location of a product. This decision will be at the sole discretion of COMPANY. Any repair or attempt to repair products by anyone other than an authorized representative of COMPANY automatically voids any warranty on those products.

### 10. Claim Terms

Warranty claims will be honored only if initiated from the country a product was originally delivered to.

No later than seven (7) days after a Product problem had been observed the Customer will inform COMPANY of a defect.

Complaints about a Product being damaged in transport should be made to the carrier concerned within seven (7) days of receiving it with a copy to COMPANY.

Any other complaints regarding any Product provided by COMPANY should be addressed in the first instance to the regional service provider (if it exists in the Customer's area) and directly to the COMPANY's Support Department; support@edin.se.

During the warranty period, Customer bears shipping and all associated costs for the product return to a service facility defined by COMPANY. COMPANY bears shipping cost for the product return to Customer. For products outside warranty period or return of non faulty products Customer bears shipping costs both ways.

Warranty will be extended for the number of calendar days expired between receiving a product at the service facility until shipment of the product back to Customer, plus seven calendar days.

The product has to be returned according to COMPANY's standard packing regulations.

COMPANY will not bear any risks and/or additional costs such as local charges, inspection fees, duties and taxes assessed on the products for importation, storage, inspection, sale, use, handling, distribution or transportation of the products within the Customer's country.

If COMPANY, after examining and testing the returned product, concludes it is not covered by COMPANY's warranty, COMPANY will notify the Customer of estimated repair costs and obtain authorization before proceeding with reparation. COMPANY will return the product at the Customer's expense.

If COMPANY determines the received product was not defective, Customer shall reimburse COMPANY for all costs of handling, transportation and repairs at COMPANY's prevailing rates.

In case of any reason to express a comment or a complaint related to a set of Product features delivered or any non-conformance to the Product specifications as described in the accompanying Manual, COMPANY will consider it within the first 30 days after a Product delivery.

### **11. Indemnifications**

Neither COMPANY nor any of its officers, directors, employees or affiliates will be held liable for any injury to the person or property of the Customer or its employees, agents or representatives except if such injury is directly or indirectly caused by the negligence of COMPANY. The Customer agrees to indemnify and hold harmless COMPANY, its officers, directors, agents, servants, employees, affiliates, successors, and assigns from and against all losses or damages (including costs and attorney's fees) resulting from bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of or in consequence of Customer's acts or omission, except only such injury or damage as shall have been occasioned by the sole negligence of COMPANY.

### **12. Force Majeure**

In the event COMPANY's performance related to these terms and conditions is delayed, hindered or prevented by strike, fire, riot, war, act of God, governmental regulations, or governmental requests or requisitions for national defense or other purposes, or failure or shortage of automotive transport, railway, airline or vessel service normally available, or breakdown of, or injury to, or shortage in, facilities used for the production or transportation of the Products, or of the materials from which the Products are made, or any other cause beyond the reasonable control COMPANY, whether similar to or dissimilar from the causes listed in this sentence, COMPANY so delayed, hindered or prevented, shall not be liable for such delay, hindrance or prevention. COMPANY is allowed to suspend or terminate this Agreement, in whole or in part, without liability on account thereof, if such situation of force majeure continues for 180 days. COMPANY shall not be required to make up any deliveries omitted on account of any such causes.

### **13. Governing Law**

These Terms and Conditions are governed by the laws of the state of Sweden under exclusion of its laws of conflict and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **14. Agreement**

Customer accepts these General Terms and Conditions by: a) executing an agreement with COMPANY which incorporates these terms and conditions; b) delivering a purchase order for Products and/or Services; c) accepting delivery of the Products and/or Services; d) paying the price for the Products and/or Services, whether prior to delivery or not, as agreed to by the parties and/or set forth in the quotation or invoice, whichever of the four acceptance methods comes first.