

DIRECTA

TERMS OF SALE

Sales are subject to the following terms of sales, which shall be deemed to have been accepted by placing an order with Directa.

Prices & Products

Prices are in SEK or EUR, VAT excluded, unless otherwise agreed. Prices are subject to change without notice. Directa AB reserves the right to adjust products and product offering at any time without prior notice.

Terms of payment

Payment in advance unless otherwise agreed upon. Invoices are issued Swedish Crowns (SEK) or EURO (EUR) and payments must be made in same currency. If payments are made in other currencies, we reserve the right to collect the balance until the full amount is fully paid in the original currency. Furthermore, we reserve the right to charge overdue interest amounting to 1,5% per month for any invoice unpaid on the due date.

Terms of delivery

The prices in this list are quoted Ex Works, Upplands Väsby, Sweden (INCOTERMS), exclusive insurance and packing. Packing is charged at cost price and packing materials are non-returnable. Freight costs are charged at cost prevailing at the time of shipment. Shipments are made for the account of and sole risk of the buyer, unless otherwise agreed.

Transport packages and multiples

Transport packages and multiples are indicated in the price list. For orders not corresponding to these quantities, we take the liberty to adjust the quantity to reach transport package or multiples without prior notice.

Minimum order

Minimum order value is SEK 10.000 or EUR 1000. For orders amounting to less than SEK 10.000 or EUR 1000 a service charge of SEK 500 or EUR 50 is applied.

Reservation of title

All goods supplied by us shall remain our property until paid in full to the extent permitted by the laws of the country where the goods are situated. The ownership includes the right to the goods as delivered or coveted and the right to the assets or the money which may have been acquired from disposing off the goods or products made thereof. Money so received must be kept on a separate account.

Time of delivery

To be agreed upon. Delays in delivery owing to force majeure or any other circumstances beyond our control, such as interruptions in manufacturing or supplies from our sub-suppliers etc., entitle us to withdraw from the contract or to fulfil the same at a later date.

Partial deliveries

Are to be accepted, unless otherwise agreed, and are to be paid in accordance with invoicing. Please note that backorders will be forwarded together with the next order.

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Limited Warranty

Directa AB warrants that the products will be free from defects arising from faulty materials or workmanship for a period of twenty-four (24) months from the date of purchase by a customer from Directa AB's authorized dealer. This warranty shall not apply to products or parts thereof:

- a) which have been subject to abuse, misuse, negligence or accident or are not connected to proper power supply
- b) to which any modification, alteration or attachment has been made without written consent of Directa AB.

Return of goods

Is accepted only after having been confirmed by Directa and returned in unbroken original packaging and shall be accompanied by a motivation in writing. A return charge of 20% of the value of the goods is applied and deducted in the credit note issued for the return. The cost of returning the products is to be paid by the buyer.

Traceability

Products are in general labelled with LOT numbers, which allow the products to be traced in production and to customers, in case of product malfunction. The LOT number is placed on the packaging and must be included in any return, claim or incident/accident, where the product is likely to have failed. It is required that our distributors have an integrated functional system to trace our products to the purchaser/end-user/patient, whoever is the next in the distribution chain. We also require that our distributors make this requirement to their distributors (if relevant).

Reporting Incidents and Accidents

Directa is conformed to the vigilance system as described in MEDDEV 2.12-1. Any malfunction of our products shall be reported to Directa without delay, but not later than 7 elapsed calendar days following the awareness of the event. It is important that we are informed in detail on what has happened, which product(s) is (are) concerned, if there are any personal injuries or deaths involved, and a contact person for us to contact.

Storage & transport

Distributors must comply with storage, transportation conditions and expiration dates indicated on the product. This applies in particular for sterile products.

The places for fulfilment and jurisdiction for delivery and payment is Upplands Väsby, Sweden, in all cases and for all purposes. With the exception of "Reservation of title" mentioned above, Swedish law shall govern all matters.

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Address:

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SWEDEN