

Sales and Delivery Terms and Conditions

These Terms of Sales and Delivery (hereinafter referred to as "The Terms" govern all purchases from Eastwest Medico ApS, Gotfred Rodes Vej 2, 2920 Charlottenlund, Denmark, Company number: DK33860862 (hereinafter referred to as "Eastwest") to the Customer (hereinafter referred to as "The Customer") unless other terms have been notified or agreed. Eastwest reserves the right to change The Terms at any time

Orders

All purchases shall be made by written purchase orders submitted by the Customer to Eastwest.

After receiving the Customers purchase order, an order confirmation will be issued by Eastwest and sent to the Customer by e-mail. All order confirmations must be checked by the Customer immediately and errors must be reported to Eastwest as soon as possible.

Eastwest shall confirm or reject a purchase order within 3 days of receipt, failing which the purchase order shall be deemed to have been rejected by Eastwest.

The Customer shall accept or reject a purchase order confirmation within 3 days of receipt, failing which the order confirmation shall be deemed to have been accepted by the Buyer.

It is not possible to cancel orders once it has been accepted.

Prices

The price listed in the order confirmation is based on the price of materials, salaries, exchange rates, duties and taxes etc. at the time of the order confirmation. In case of changes to such, Eastwest reserves the right to adjust the sales price of an order. If the customer cannot accept such a price adjustment, the customer may cancel the order.

Payment

Eastwest reserves the right to demand full or partial advance payment.

Delivered goods remain the property of Eastwest and Eastwest will retain full title over the delivered goods until the full purchase price including delivery charges as well as interest's payable in arrears is fully paid. The buyer has an obligation to clearly mark the delivered goods as being the property of Eastwest until full payment has been made.

Conditions of payment are stated on the order confirmation and invoice. If the customer does not pay in full on the due date, Eastwest is entitled to charge interest payable on arrears at a rate of 1,5% per month or part thereof.

Delivery Terms

An estimated shipment date/delivery date will be stated on the order confirmation.

Should Eastwest learn that it is not possible to ship the goods within the agreed period, the customer will be informed of the delay as soon as possible and informed of the new shipment date. If the delay in shipment exceeds 30 days and is not due to force majeure, the customer is entitled to cancel the order. The customer is not entitled to make further claims against Eastwest in cases of e.g. delay.

Eastwest cannot be held accountable for shipment problems in cases of force majeure. In case of force majeure, delivery schedules may be prolonged.

Shipment

Deliveries will be shipped from the Eastwest or affiliated warehouses. Eastwest reserves the right to make delivery in installments.

The Customer is obligated to inspect the packaging upon receipt of the goods and check that the number of packages corresponds to the delivery note.

When distinctly agreed that Eastwest is responsible for delivery the following is applicable: If goods and/or packaging are damaged upon receipt, the recipient shall make a remark of this on the delivery note. Any visible damage incurred during transport must be reported directly to Eastwest no later than 2 days after receipt.

Complaints

Any complaints must be filed in writing no later than 7 days after receipt of the goods. Any complaints received later than this date cannot be considered unless it is a question of manufacturing defects as stated in the Danish Sale of Goods Act (Købeloven).

If case of defects, Eastwest may choose to repay the purchase price, repair, or replace the product with a comparable product. A repaired or replaced comparable product may differ to some extent from the original product in appearance and function.

Eastwest does not cover transport/freight/shipping costs or costs of dismantling or reassembling the old product, fitting a new product, or similar costs associated with remediation.

The buyer is not entitled to cancel the order or demand a proportionate discount without the consent of Eastwest.

The customer is not entitled to make financial claims against Eastwest in cases of non-conformity.

Right of Complaint

Eastwest provides a 2-year right to complaint following the rules of the Danish Sale of Goods Act. The right of complaint is valid from the date of the original invoice, and the right of complaint does not apply in the following situations:

- If the product has been stored, assembled, or installed wrongly,
- If the product has been abused or misused,
- Altered or cleaned using the wrong cleaning methods,
- Damage due to normal wear and tear, cuts and scratches, or damage caused by impact or accidents,
- Discoloring, change of color, etc., caused by means that have a material changing effect such as sunlight, etc.,
- Imperfections of minor character which does not have any substantial effect on the appearance of the product,
- If the product has been placed outdoors or in a humid environment,
- Natural variations in the materials used,
- Uninventable or expected aging of the product (e.g. where plastic parts are discolored or brittle as part of the natural aging process),
- Errors and defects in electronic equipment which lie within an acceptable error margin,
- In cases of consequential or incidental damage.

Force Majeure

Eastwest is not liable for any delays or breach of contract that are due to any event outside its reasonable control (force majeure).

Product Liability

Eastwest can only be held responsible for any material damage caused by its products if it can be proved that such damage is due to negligence on the part of Eastwest or of its employees. Eastwest can in no way be held responsible for business interruption, operational losses, losses resulting from delays, loss of profit and other similar indirect losses and/or financial consequences arising from such damage.

Limitation of Liability

In the event that Eastwest is deemed to be liable towards the customer, such liability shall be restricted as set out in these sales procedures. Furthermore, Eastwest shall not be liable for business interruption, operational losses, losses resulting from delays, loss of profit and other similar indirect losses and/or financial consequences.

Recalls

The decision to recall a batch of products rests with Eastwest, but Eastwest will take any advice from the Buyer into consideration. If user safety is the issue, a recall will always be implemented. Eastwest will decide the nature and urgency of a recall of the product, when appropriate, following discussions with the Competent/Regulatory Authority.

Once the decision to recall a batch of Product has been taken, the recall will be initiated by Eastwest.

Law and Venue

Any dispute arising out of or in connection with this Agreement that cannot be settled amicably by the Parties shall be resolved under the laws of Denmark at the City Court of Copenhagen.

All Rights Reserved

Eastwest is not responsible for any printing errors and price changes. Eastwest reserves the right to make changes or to terminate the manufacture of any model without prior notice.