

1. Background

- 1.1 These general terms and conditions (the “General Conditions”) apply when you as a consumer in the European Union (the “Customer”/”you”) place an order via www.breas.se or www.HDMinternational.com and related pages, (the “Website”). An agreement is concluded between you and Breas Medical AB, company reg. no. 556434-8968, below “Breas”. Detailed contact information and other information are set forth on the Website. For the time being, Breas does not accept orders from consumers outside of the European Union via the Website.
- 1.2 [These General Conditions have been drawn up in the English language, but may be translated into other languages. In case of discrepancies between the different language versions the English version shall prevail.]
- 1.3 Any changes to these General Conditions will be posted on the Website. Changes will become valid once the Customer has accepted the General Conditions (in connection with a new purchase or while browsing the Website), alternatively thirty (30) days after Breas has informed the Customer of the changes. However, Breas recommends that the Customer regularly remains updated on the Website in order to become aware of any changes to the General Conditions.
- 1.4 Breas reserves the right for any sell out and image or typographical errors on the Website, e.g. errors in the product description or technical specification, inaccurate prices and price adjustments (such as changed prices from suppliers, change in currencies) or incorrect information with regards to whether a product is in stock. Breas is entitled to rectify any such errors and, at any time, to change or update the information. If the inaccurate price has been provided for a product ordered by the Customer, Breas will naturally notify the Customer accordingly and await the Customer’s approval of the amended price prior to Breas continuing with the order process. Any image details shall be considered as illustrations and may not guarantee to reproduce the exact appearance, function or origin of the product. Breas is not responsible for any information by third parties provided for on the Website.

2. Products

- 2.1 Breas sells the products shown at the Website (the “Products”). All the Products are illus-

trated in detail on the Website, in their respective sections. Breas reserves the right to add or withdraw any Product at any time.

- 2.2 The Products may be regarded as medical device products. The Customer shall use the Products only for their intended use as described on the Website, in any product manual or other documentation provided with the Products and as directed by a physician, clinician or health care provider.

3. Contracts and orders

- 3.1 In order to make a purchase of the Products via the Website, the Customer must accept these General Conditions. By accepting the General Conditions, the Customer undertakes to comply with the General Conditions and acknowledges that he/she has read the information on personal data and cookies and approves of the use according to Breas’ Personal Data Policy.
- 3.2 The Customer confirms that the information the Customer enters on the Website when ordering a Product is correct and complete. The Customer is responsible for any incorrectly entered information. Further information on Breas’ processing of personal data can be found in the Personal Data Policy, which is a part of these General Conditions. By conducting a purchase on the Website or by furnishing data on the Website, the Customer consents to the processing of its personal data in accordance with the Personal Data Policy.
- 3.3 To order Products from the Website, the Customer must be at least eighteen (18) years of age and reside in a country where Breas’ Products are available for sale.
- 3.4 A purchase contract, for which these General Conditions apply, is not entered into until Breas has confirmed the Customer’s order in writing and the Customer has received an order confirmation from Breas.
- 3.5 Breas strives to provide the Customer with an order confirmation as soon as possible after receiving an order. An order can only be confirmed if Breas is able to establish the relevant customer information as provided for by the Customer in accordance with ordering on the Website.

4. Prices, fees and payment

- 4.1 The prices for the Products indicated on the Website apply to orders placed via the Web-

site. All prices are presented in GBP, SEK or Euro and include value added tax (VAT).

- 4.2 The Customer can pay for his/her purchase in the manner specified on the Website.
- 4.3 The prices for the Products do not include payment fees and shipping, which will be given separately. Please note that local charges may occur, depending on the Customer's region and local custom duties. Local charges, such as but not limited to customs duties, are at the expense of the customer. For each order, the delivery fee applicable from time to time is charged, as indicated on the Website.

5. Delivery

- 5.1 Breas will strive to deliver the Products ordered as soon as possible, but in no event later than thirty (30) days after Breas having confirmed the order by order confirmation. The delivery time may deviate from the one specified above, depending e.g. on the country of destination and type of delivery solution chosen. Breas will inform you of any delays and continue to monitor the order. Further information about delivery solutions for Products and the conditions for delivery are set forth on the Website.
- 5.2 The Customer shall, depending on the chosen payment and delivery solution, retrieve or receive his/her package as per the instructions from time to time given by Breas. At delivery the Customer shall be able to provide sufficient identification and the correct order reference. Depending on the selected delivery solution, the Customer will receive a notification of delivery stating when and where the package is to be retrieved or received. The Customer will be charged a fee, equivalent to the cost of return shipping, if the package is not retrieved or received.
- 5.3 If, for any unforeseen reason, Breas is not able to deliver within thirty (30) days after receipt of your order confirmation, you are entitled to cancel your purchase. Please contact Breas by email as indicated on the Website.

6. Right of withdrawal

- 6.1 When purchasing Products via the Website, the Customer has a fourteen (14) day withdrawal period in accordance with the Directive 2011/83/EU of 25 October 2011 on consumer rights. This means that you as a consumer have the right to cancel your purchase

by notifying Breas of this within fourteen (14) days of having received the Product you ordered.

- 6.2 The Customer should handle and inspect the Products with due care during the withdrawal period. The right of withdrawal as set out above does not, however, apply to (a) Products manufactured or materially modified in accordance with the Customer's particular specifications; (b) Products that otherwise has acquired a clear and personalized character, or (c) sealed Products which are not suitable for return due to health protection or hygiene reasons and that have been unsealed after delivery.
- 6.3 If the Customer wishes to withdraw a purchase, the Customer shall, prior to the expiry of the withdrawal period, send a clear message to Breas in the manner set forth on the Website. The Customer shall provide its name, address and other relevant information, e.g. order reference, invoice number and the name of the Product in the message. If the Customer prefers not to use the above alternative message, the Customer may use the standard form for the right of withdrawal provided by the applicable National Board for Consumer Policies (see link at Website).
- 6.4 A Customer that exercises its right of withdrawal is responsible for the return shipping costs and that the Product is returned in good condition. Breas therefore recommends that you send the Product well packaged and in its original box and/or packaging. The Product shall be returned without undue delay and no later than fourteen (14) days from the date that Breas received your notification stating that you want to exercise your right of withdrawal.
- 6.5 Any returns shall be sent to Breas in accordance with the contact information and the method for verification set forth on the Website. When Breas has received the returned Product, Breas will pay back the amount the Customer paid for the returned Product, excluding the diminished value of the Product resulting from the Customer's handling of the Product other than what is necessary to establish the nature, characteristics and functioning of the Product.
- 6.6 Breas will pay back the amount as set out above within fourteen (14) days from the date Breas received the Customer's notification of withdrawal. In case Breas pays for the cost of returns, these costs will be deducted from the amount. However, Breas may delay repayment

until Breas has received the Product or the Customer has provided proof that the Product has been returned, e.g. by means of certificate of delivery. Unless otherwise agreed, repayment will be effected to the Customer by the same payment method chosen by the Customer. Shipping costs are not reimbursed for partial returns.

7. Complaints and warranties

- 7.1 A Customer always has the right to complain about defects in the Products ordered within a period of three (3) years counting from the time you received the Product. A Customer that wishes to complain about a defect shall as soon as possible after discovering the defect contact Breas in the manner specified on the Website. To be valid, complaints must be made within a reasonable time after the Customer detected or should have detected the defect. Complaints shall be made to Breas as per the instructions from time to time available on the Website.
- 7.2 When Breas has received a Product for which a complaint has been made and established that the complaint is valid Breas will, at its sole discretion, replace the Product or rectify the defect. Breas will strive to rectify or send the new Product within thirty (30) days of Breas' receipt of the complaint but it may take longer depending on what kind of Product the complaint pertains to. Breas reserves the right to deny a complaint if the Product is not defective. Upon complaints Breas complies with the guidelines provided by the National Board for Consumer Complaints (*Sv. Allmänna reklamationsnämnden*) or the corresponding authorities in other European countries.
- 7.3 Breas provides a specific limited warranty to you when you have purchased the products on this website. The warranty period starts at the time of the product's original purchase by the first end-user. The product may consist of several different parts and different parts may be covered by a different warranty period (hereinafter "Warranty Period"). The different Warranty Periods are: (a) three (3) years for the Z1 and (b) two (2) years for the Power Supply and Powershell and (c) nine (9) months for the Overnight Battery. Please note that this limited warranty does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products

8. No representation

- 8.1 Breas makes no representations or warranties in relation to any medical information on the Website. All medical information provided on the Website is of a general nature and is not intended to be a substitute for medical advice, diagnosis or treatment.
- 8.2 The Customer acknowledges that: (a) Breas has not provided the Customer with any medical advice and has made no representations in relation to the suitability of the Products for your medical condition; and (b) in this regard, you have obtained, will continue to obtain and will comply with medical advice from a qualified medical practitioner.

9. The Website

- 9.1 The Website and all its content is owned by Breas or its licensors. The information is protected by, inter alia, intellectual property rights and marketing legislation. This means that trademarks, trade names, product names, images and graphics, audio clips, videos, designs, articles, data, layout and information on Products, services and other content may not be copied, used or downloaded without the prior written consent of Breas.
- 9.2 The contents of the Website are provided 'as is' and Breas makes, to the full extent permissible by applicable law, no representations, express or implied, of any kind with respect to the Website or its contents. Breas disclaims all representations and, including, without limitation, fitness for a particular purpose, title and non-infringement.
- 9.3 Any other websites that are accessible via any link on the Website are not under Breas' control and Breas is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to the information contained on such sites.
- 9.4 Breas provides the linked sites to the Customer only as a convenience and the inclusions of any such link on the Website do not imply Breas' endorsement of the site, the organization operating such site, nor any products or services of that organization. The Customer's linking to any off-site pages or other sites is entirely at the Customer's own risk.

10. Entire agreement

These General Conditions, together with Breas' Personal Data Policy, and any user guides and notices posted on the Website, all

of which are incorporated herein by this reference, contains the entire agreement between you and Breas regarding purchase of the Products.

11. Governing law and disputes

Any dispute regarding the interpretation or application of these General Conditions and the agreement between the Customer and Breas shall be governed by and construed in accordance with Swedish laws and shall be exclusively settled by the courts of Sweden.

These Conditions were established by Breas on

2014-05-19