

General Conditions

Otto Bock Scandinavia AB, situated in Solna.

PART A. Terms of sale and delivery

A.1 DEFINITIONS


- 1.1 Otto Bock Scandinavia AB is the user of this general conditions and will be named as: Ottobock.
- 1.2 Offer; each offer by Ottobock to the opposite party will be named as: offer.
- 1.3 Products: all goods delivered to the opposite party are included in this general conditions.
- 1.4 Fabrication; all production locations, warehouses or company buildings of Ottobock.
- 1.5 General conditions: the general conditions including part B and C.
- 1.6 Customer: every company, business, legal entity or other entity who finalises an agreement with Ottobock.
- 1.7 This is an add-on to ALOS 05.

A.2 APPLICABILITY

- 2.1 These conditions are applicable on all offers by Ottobock, which contain delivery of goods or service of any kind to the opposite party.
- 2.2 The customer can not refer to his own general conditions.
- 2.3 Deviations or additions to these conditions can only be made in writing and confirmed by both parties.
- 2.4 All points in this agreement remain active eventhough maybe one or more of these points are expired by both parties in writing.
- 2.5 Ottobock can make demands regarding the way the customer communicates during the legal relationship.
- 2.6 The titles and article names of these conditions are only meant for readability and have no other meaning. They will not be used for interpretations of these conditions.

A.3 SALE

- 3.1 All orders placed by the Customer with Ottobock shall be made in writing or by telephone, fax, e-mail, and be firm and irrevocable stating articles and delivery time/date of delivery. If requested delivery date is not given in the order, Ottobock shall consider delivering the order as soon as possible, according to specified delivery times; and in any event, within reasonable time from the placement of the order.
- 3.2 Ottobock will work based on customer request, and send confirmation on time of delivery within one (1) business day. When the confirmation and the picking and shipping of the order are done, depends on the time of order received at Ottobock. The time limits can be found in *Appendix 1*.
- 3.3 Observe that the order confirmation will be on dispatch date from the warehouse where the material is placed. Based on this the Customer can calculate the time of arrival based on the dispatch date plus (+) the standard lead times specified in *Appendix 1*.



Quality for life

- 3.4 In the event of any delay in delivery, Ottobock undertakes to notify the Customer thereof. This concerns both clarifying rest notifications & long lead time material, when sending order confirmation as well as delays after the order confirmation until delivery received at the Customer.
- 3.5 Ottobock will, when requested by customer, offer standard documentation like factory drawings, descriptions, manuals, test certificates, time schedule for design, acquisition of materials and manufacture.
- 3.6 All information offered by Ottobock to customer will remain exclusively industrial property of Ottobock.

A.4 DELIVERY

- 4.1 Standard lead time, from Customer order received at Ottobock until delivery at Customer site, is 1-7 business days depending on Customer geographical placement and Ottobock warehouse location for the ordered products, as well as the time of the order received at Ottobock. With regard to this, longer lead time of customized (non-standard) products will not be considered as a delay under ALOS 05 p 7 – 11.
- 4.2 The differentiated (country & region within country) lead times and ordering time limits can be found in Appendix 1.
- 4.3 Ottobock provide to the Customer a choice to use “express delivery transport”, against an extra transport cost paid by the Customer.
- 4.4 All orders, unless special agreement exist, are subject to a threshold value of €150 and orders below this value will carry a freight cost of €10. Orders above this value are delivered without freight cost.
- 4.5 Lead time performance (from order sent to Ottobock until received at the customer) as well as inventory availability can be created ad hoc per customer if requested or based on feedback from customers (as statistical foundation in discussion with customer).

A.5 CLAIMS AND RETURNS

- 5.1 In case that the customer wishes to return a product to Ottobock, for example in case that a product or an order has wrong amount, wrong color or size, contact Ottobock After Sales to get the return approved and a Ottobock return number to attach to the returned products.
- 5.2 For credit, faulty orders/deliveries shall be returned within 90 days from the delivery date.
- If later than 90 days from when the purchaser discovered or ought to have discovered the fault, no return will be accepted. The purchaser thereby accepts that “reasonable period” under ALOS 05 p 21 refers to 90 days.
 - Special products cannot be returned, meaning that ALOS 05 p 19 – 24 do not apply to special products.
- 5.3 With the returned products, a copy of the invoice or delivery note as well as a completed return form or a claim form shall be attached. These can be found on the Ottobock Scandinavia professionals website. Returns are free of charge.
- 5.4 Ottobock offers a 60-Day Satisfaction Guarantee on selected prosthetic carbon feet. Ottobock guarantees that returns of the selected products sold to the original purchaser are accepted for a full refund if for any reason, within 60 days from date of shipment, the patient is not completely satisfied with the product. This guarantee does not cover customer ordering errors. See Ottobock professionals site for list of selected products. Same return procedure as stated in section 5.3 applies.

A.6

WARRANTY

From the date of delivery, two years warranty for manufacturing defects applies unless otherwise stated. No warranty is paid for damages caused by external influence outside our control. Warranty processing is required in writing and the damaged product needs to be returned.

A.7

TERMS OF PAYMENT

7.1

Payment must be paid no later than 30 days after the invoice date, unless otherwise stated.

7.2

If the customer does not pay in due time, Ottobock is entitled to claim interest on default interest in accordance with the Swedish Interest Act.

7.3

Payment must be made to: Otto Bock Scandinavia AB, Box 4041, SE-169 04 Solna, Bankgiro 611-2650. Always specify sender, customer number and invoice number.

A.8

OWNERSHIP

8.1

The products remain the property of the supplier until fully paid.

A.9

LIABILITY

9.1

Ottobock will disclaim liability due to force majeure or other of us unaffected circumstances.

A.10

DISPUTES

Any disputes, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled in the district court of Stockholm, as the first instance.

Appendix 1: Ottobock Standard Delivery Time

Sweden

Number of workdays between order and delivery day* (order latest 13**)					
Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	Duderstadt <i>Orthotic-Prothetic</i>	Königsee <i>Mobility</i>			
Götaland	2	2	0	1	2-3
Svealand	2	3	0	1	2-4
Norrland	3	4	0	1	3-5

Norway

Number of workdays between order and delivery day* (order latest 13**)					
Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	Duderstadt <i>Orthotic-Prothetic</i>	Königsee <i>Mobility</i>			
South	2	3	0	1	2-4
Middle	3	4	0	1	3-5
North	4	5	0	1	4-6

Finland

Number of workdays between order and delivery day* (order latest 13**)					
Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	Duderstadt <i>Orthotic-Prothetic</i>	Königsee <i>Mobility</i>			
South	4	4	0	1	4-5
North	5	6	0	1	5-7

Denmark

Number of workdays between order and delivery day* (order latest 13**)

Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	<i>Duderstadt</i> <i>Orthotic-Prothetic</i>	<i>Königsee</i> <i>Mobility</i>			
All	2	2	0	1	2-3

Benelux

Number of workdays between order and delivery day* (order latest 13**)

Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	<i>Duderstadt</i> <i>Orthotic-Prothetic</i>	<i>Königsee</i> <i>Mobility</i>			
All	1-2	1-2	0	1	1-3

Europe

Number of workdays between order and delivery day* (order latest 13**)

Country [To]	Transport time [From]*		Internal leadtime, order before 13***	Internal leadtime, order after 13***	Delivery time (Transport time + Internal leadtime)
	<i>Duderstadt</i> <i>Orthotic-Prothetic</i>	<i>Königsee</i> <i>Mobility</i>			
DE	1	1	0	1	1-3
GB	1	2	0	1	1-3
FR	2	3	0	1	2-4

* Special delivery locations may need some extra days (+1 to 7 days).

***Customized mobility from Königsee and other external mobility suppliers has longer internal lead-time and varies depending on included material in specification. There may also be longer lead times on non-standard products.