

General Terms & Conditions of Purchase

1 GENERAL

- 1.1 The website www.qualisys.com and its sub-domains as well as the online shop found on this website (the "Online Shop") are run by Qualisys AB, a legal entity based in Sweden with company registration number 556591-1160, Kvarnbergsgatan2, SE-411 05 Gothenburg (below referred to as "Qualisys"). With the denominations "we", "our", and "us" are meant Qualisys and with "you" and "your" are meant the Customer.
- 1.2 The Customer acknowledges that a purchase in the Online Shop is dependent on the Customer being a legal entity. Private purchase is not permitted by Qualisys unless specifically agreed between the parties in writing.
- 1.3 These general conditions apply for Qualisys' sales of goods in the Online Shop (the "General Terms and Conditions") unless otherwise is stated in Qualisys' offer or agreed between the parties in writing. Any general conditions referred to by Customer shall be valid only if accepted in writing by Qualisys.
- 1.4 Qualisys reserves the right to – from time to time – amend these General Terms and Conditions. Any changes that Qualisys makes will enter into force no earlier than thirty (30) days after the revised General Terms and Conditions have been made available in the Online Shop.

2 CONTACT DETAILS

Name:

Qualisys AB

Company registration No:

556591-1160

Postal address:

Kvarnbergsgatan 2, SE-411 05 Gothenburg, Sweden

Return address:

Kvarnbergsgatan 2, SE-411 05 Gothenburg, Sweden

Contact details head office:

E-mail: sales@qualisys.com

Telephone: +46 (0) 31 336 94 00

Fax: +46 (0) 31 336 94 20

3 ORDERING AND ACCEPTANCE OF PURCHASES

Qualisys does not guarantee that all items included in the Online Shop are in stock at the time of ordering, meaning that items in the shopping basket are not reserved and therefore may no longer be available once the order is placed. After submitting the order in the Online Shop, Qualisys will send Customer an order confirmation containing the order number, details of the purchased item(s) and any delivery particulars, including tracking details.

4 PRICES AND PAYMENT

- 4.1 Qualisys reserves the right to change the prices of the items sold in the Online Shop at any time and without any notice. Change in price will not apply for items already purchased by the Customer. The final price for the purchased goods will be detailed in the relevant confirmation.
- 4.2 Periodic sales and/or campaign offers are valid - unless otherwise stated - as long as the items are available in stock and/or until the end date of the periodic sale and/or the campaign offer is reached under the terms specified in each offer/campaign.
- 4.3 All prices shown in the Online Shop are excluding VAT, other applicable taxes, duties, import, delivery charges and similar. Information on delivery charges will be provided upon placing the order and will depend on the Customer's location.
- 4.4 Payment can be made via credit and debit card or by invoice, as specified further in the Online Shop.

4.5 If payment shall be made against invoice the fee shall be paid by the Customer no later than thirty (30) days from the date of invoice. If the Customer is in delay of payment, Qualisys is entitled to interest in accordance with the Swedish Interest Act (1975:635).

4.6 Qualisys shall have the right to suspend any or all further deliveries under the Agreement if payment is not made on the due date.

4.7 If the Customer purchase items from Qualisys Online Shop from a country outside the EU which adds taxes, duties, import and brokerage fees, the Customer will not be charged with VAT. However, depending on location the Customer may be charged for tax, duty, import and brokerage fees when receiving the package. Qualisys is unable to calculate the exact amount of these duties and/or taxes since these charges are imposed directly by the local customs authority. Qualisys therefor recommend that the Customer contacts its local customs authority before placing the order for current charges. Qualisys does not compensate any local taxes, customs duties or similar fees which may be added to deliveries outside of the EU.

4.8 Qualisys shall have the right to issue a supplementary invoice in respect of any increase in tax or duty between the date of dispatch and the date of delivery for which Customer may be liable to the appropriate authorities.

4.9 The goods sold shall remain Qualisys' property until paid for in full. The retention of title shall not affect the passing of risk of loss or damage to the goods.

5 DELIVERY

5.1 Deliveries shall follow in accordance with the delivery schedule, delivery terms and description as specified by Qualisys at the time of purchase.

5.2 Qualisys shall notify Customer in the event Qualisys is unable to deliver the goods at the indicated time of delivery and provide an estimated new time of delivery. If the goods cannot be delivered by such new delivery date or if the Parties cannot agree on a new delivery date, Customer may terminate the Agreement. Qualisys shall, except as provided in 7.1, not be liable to pay damages to Customer due to delayed delivery of goods.

5.3 Qualisys insures each package during the time it is in transit until it is delivered to Customer. If the package is lost the Customer needs to contact Qualisys as soon as possible so that Qualisys can initiate an investigation with our delivery service partner.

5.4 If the Customer does not pick up the purchased goods at the applicable service point, Qualisys will charge the Customer for the actual costs for freight charges and return freight charges.

6 DEFECTIVE GOODS

6.1 Qualisys warrants that the goods sold by Qualisys comply with the specifications and the descriptions provided for the goods at the time of purchase. With regard to any third party goods – in no event shall Qualisys warranty extend beyond the warranty of such third party supplier. Qualisys undertakes to remedy, at no cost for Customer except for what is stated in Section 6.4, any defects in goods or supply substitute goods or, if Qualisys so chooses, compensate Customer for the value of such defective goods or for the costs of adjustments up to a maximum amount corresponding to the price for the defective goods. The further liability of Qualisys is specified in Sections 7.1 and 7.2 below.

6.2 Qualisys warranty in Section 6.1 is limited to defects present when risk of loss or damage passed on to Customer and which are discovered and reported in writing within ten (10) Swedish business days from the delivery date.

6.3 If Customer, after contacting Qualisys, is asked to return the defective goods, it shall be sent to Qualisys, see "Return address" in Section 2 or as otherwise provided by Qualisys.

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6.4 Customer stands the costs and the risk for the return transportation of the defective goods to Qualisys, meaning that Customer is responsible for any damage or loss of the item during the transportation of the item back to Qualisys.

6.5 For the avoidance of any doubt, Qualisys is not liable for any delay or damages due to the fault of the transportation supplier. Any delay or damages resulting from the transportation of the goods shall be notified to and handled by the transportation provider.

7 LIABILITY

7.1 Save for Qualisys warranty in Section 6.1 above, Qualisys shall have no liability for any damage or loss due to delayed or defective goods provided that Qualisys has not caused the delay, damage or loss by negligence. Qualisys shall under no circumstances be liable to the Customer for loss of profit, revenue, savings or goodwill, loss of data, the Customer's obligation to compensate a third party or any other indirect or consequential damage of any kind.

7.2 Qualisys' aggregate and total liability under these General Terms and Conditions in respect of one or more events or series of events (whether connected or unconnected) shall be limited to an amount equal to the purchase price payable for the delayed or defective goods.

8 OWNERSHIP

All intellectual property rights to the goods and related documentation supplied by Qualisys and/or sold to the Customer, including but not limited to patents, copyrights, design rights, know how and trademarks, shall be owned by and vested in Qualisys, or Qualisys' supplier and nothing in these General Terms and Conditions shall be interpreted as a transfer of such rights from Qualisys to the Customer.

9 PRIVACY POLICY AND PROCESSING OF DATA

9.1 Qualisys (as a personal data controller) will process the personal data regarding the natural person of contact for the purchase (the "Registered Person"), as provided to Qualisys (such as company, name, email, address and telephone number and correspondence) in order to be able to administer the Customer's orders. The legal basis for this processing of the mentioned data is the legitimate interests pursued by the Qualisys and the Customer to fulfill Qualisys' obligations to the Customer following the performance of purchase contract between the Customer and Qualisys. Qualisys will also process data regarding the transaction, including provided and relevant personal data, for bookkeeping purposes in accordance with the Swedish Bookkeeping Act (1999:1078)

9.2 Furthermore, Qualisys' will process details regarding the device that the Registered Person makes use of for browsing on Qualisys Online Shop and details regarding the Customer's use of Qualisys' Online Shop (Customer's operating system, browser type, IP address, traffic data, location data, weblogs, Customer behavior and usage statistics), which may or may not be personal data, to make the Online Shop as relevant as possible to the Customer, for statistical purposes and to develop the Online Shop and Qualisys' products and services. For further information regarding Qualisys' use of cookies, please see here

9.3 Any personal data will be stored for as long as needed for the processing described above and in no event longer than one (1) year after Qualisys' customer relationship with the Customer has ended.

9.4 For the provision of certain services, and to fulfill its obligations with regard to the purchase, Qualisys may hire other companies to provide such services on Qualisys' behalf, including support, packaging, mailing and delivering purchases etc. Qualisys will only provide those companies the information they need to deliver the service, and they are prohibited from using the information for any other purpose. Such companies are located

both within and outside of the European Union / European Economic Area. Except for the above, Qualisys will not share any personal data with third parties without the Registered Persons permission.

9.5 Qualisys may also process the personal data for marketing and information purposes by, among other, electronic communications services. Qualisys may process personal data to provide the Registered Person with information regarding technical service issues related to a product or service the Customer has requested or regarding purchase conducted, such as e.g. information regarding software updates, available tutorials etc. The legal basis for this processing is a balance of interests. Such a legitimate interest, e.g. to market and provide information on Qualisys' products and services, exists based on the potential benefits for Qualisys' Customers. We respect if you, as a Registered Person, do not want to receive this information and a Registered Person will be able to choose to unsubscribe from these mailings, although they are considered an essential part of the service the Customer has chosen.

9.6 The Registered Person is entitled to request, in writing, information about the personal data Qualisys is processing regarding the Registered Person. The Registered Person can also request correction of incorrect information at any time. Furthermore, the Registered Person has the right request that Qualisys deletes or limits the personal data that Qualisys is processing.

The Registered Person has the right to file a complaint regarding Qualisys' personal data processing to:

Datainspektionen, Box 8114, 104 20 Stockholm, Sweden,
e-mail: datainspektionen@datainspektionen.se

10 MISCELLANEOUS

10.1 Qualisys' aim is that the Online Shop shall work satisfactory at all times. However, the Online Shop is provided as it is and with the quality it has.

10.2 Should any provision of these General Terms and Conditions or part thereof be void or invalid, the other provisions of these General Terms and Conditions shall remain in force and the provision may be amended to the extent such invalidity materially affects the rights or obligations of the Customer or Qualisys under these General Terms and Conditions.

10.3 In case of force majeure (e.g. war, civil war, revolution, riot, governmental measures, strike, lockout, blockage, failure of electricity, telephone or internet service, natural disasters or similar events) the contract between the Customer and Qualisys can be partially or fully terminated by Qualisys without incurring any liability whatsoever.

11 GOVERNING LAW

These General Terms and Conditions are governed by Swedish law, without regard to its conflict of law provisions. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall at first instance be settled by the District Court of Gothenburg, Sweden