

## GENERAL TERMS OF SALE – TR Equipment AB

### 1. GENERAL

These Terms shall apply to the sale and delivery of any products (the "Products") by TR Equipment to the customer (the "Customer") in the absence of a contrary written agreement. These Terms do not constitute and shall not be construed as a distributorship, agency agreement, or any other form of longterm commercial agreement between TR Equipment and the Customer, but merely as conditions for individual sales and deliveries.

TR Equipment reserves the right to amend these Terms at any time. The version of the Terms published on TR Equipment's official website at the time of order confirmation shall always apply and replace any prior versions, unless otherwise expressly agreed in writing by TR Equipment.

The Customer shall not sell the Products to any party located outside the Customer's own jurisdiction without prior written approval from TR Equipment.

### 2. ORDERS

2.1 All orders must be submitted in writing by mail. Orders shall be firm and irrevocable, clearly stating the product(s), quantity, and requested delivery date. If the Customer does not object to the contents of an order confirmation within one (1) business day of receipt, the order confirmation shall be deemed accepted.

2.2 Order Cancellation and Termination: Orders placed with TR Equipment are considered binding once a written order confirmation has been issued. As most of our products are custom-made and tailored to the customer's specific requirements, cancellations are only accepted upon written approval from TR Equipment. If cancellation occurs after production has commenced, or close to agreed delivery date, TR Equipment reserves the right to charge up to 100% of the order value to cover material, labour, and other incurred costs. If cancellation is requested before production has started, a cancellation fee of up to 30% of the order value may apply. All cancellations must be submitted in writing and are not valid until confirmed by TR Equipment. This applies in particular to custom-made products.

2.3 Order Modifications: Changes to a confirmed order, including technical specifications, quantity, or delivery details, must be submitted in writing and approved by TR Equipment. For changes requested, TR Equipment reserves the right to: – decline the change request, – charge an additional fee to cover incurred costs, or – adjust the delivery date accordingly.

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#### HEAD OFFICE

TR Equipment AB, Sweden

Phone: +46 140 38 50 60

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[www.trequipment.se](http://www.trequipment.se)

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### **3. INCOTERMS**

Any agreed trade term shall be interpreted according to the INCOTERMS in force at the time of delivery. In the absence of a specific agreement, delivery shall be made Ex Works (EXW) TR Equipment's premises.

### **4. PRICES, TAXES AND DUTIES**

Prices shall be in accordance with TR Equipment's price list valid on the date a firm written purchase order is received. Notwithstanding the foregoing, TR Equipment reserves the right to adjust the prices of any order where the agreed delivery date is scheduled more than two (2) months after the order date, or where delivery falls in a subsequent calendar year. Orders specifying delivery beyond the current calendar year shall not be accepted unless expressly agreed in writing by TR Equipment.

All prices are exclusive of VAT, sales tax, import duties and other applicable taxes. The Customer shall bear all such costs and is responsible for arranging necessary documentation for the sale, delivery and import of the Products.

### **5. TIME OF DELIVERY**

Delivery times notified by TR Equipment are estimates and non-binding. TR Equipment is not liable for any delay in delivery. All claims related to delay shall be excluded. TR Equipment shall have the right to refuse delivery at its sole discretion, with prompt notice to the Customer.

### **6. PAYMENT**

Unless otherwise agreed in writing, all payments shall be made in advance before delivery. For custom made products, TR Equipment may require full payment upon order. TR Equipment shall have no obligation to commence production of any custom made product until such payment has been received. If invoicing is agreed, payment terms shall be net thirty (30) days from invoice date. Late payments shall incur interest at the three-month Euribor rate plus eight (8) percent per annum.

### **7. RETENTION OF TITLE**

Title to each Product shall pass to the Customer upon full payment. Until full payment is received, the Customer shall preserve the Products in their original condition. In the event of non-payment, TR Equipment may demand return of the Products with written notice. The Customer shall bear all costs and risks associated with such return.

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## 8. INSPECTION OF PRODUCTS

The Customer shall inspect all deliveries immediately upon receipt and notify TR Equipment in writing within three (3) business days of any shortages, errors or quantity discrepancies.

## 9. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Customer shall not use TR Equipment's trademarks, trade names, technical documentation, or any confidential information except as required to market and sell the Products as agreed. All intellectual property rights in and to the Products and documentation remain with TR Equipment. The Customer shall not copy, distribute, or disclose such materials without prior written consent.

## 10. WARRANTY AND LIABILITY

10.1 TR Equipment provides a limited warranty as outlined in its official Warranty Statement (see Appendix A – Warranty Statement). The warranty terms, periods, conditions, and exclusions are specified therein and supersede any general warranty language in this section.

10.2 TR Equipment's liability is strictly limited to replacement of defective Products or correction of shortages notified in accordance with section 8. TR Equipment shall have no obligation to perform repairs, nor shall TR Equipment be liable for any labor costs, service costs, or other expenses incurred in connection with the replacement or correction of Products.

10.3 TR Equipment shall not be liable for indirect, consequential, or economic damages such as lost profits, customer claims or reputational harm.

10.4 The Customer shall indemnify TR Equipment from any third-party claims arising from misuse, misrepresentation, or violation of local laws and regulations by the Customer.

10.5 The Customer is responsible for compliance with all applicable local laws and regulatory requirements for sale, distribution and use of the Products.

10.6 In any event, TR Equipment's total liability arising out of or in connection with any Product, whether based on contract, tort, or otherwise, shall be limited to an amount not exceeding the net invoiced price of the Product giving rise to the claim.

## 11. FORCE MAJEURE

Neither party shall be liable for failure or delay due to events beyond their reasonable control, including strikes, natural disasters, war, shortages of materials, or government actions.

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## 12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 These Terms and all related matters shall be governed by Swedish substantive law, excluding the Swedish Sales of Goods Act and the CISG.

12.2 Any dispute, controversy or claim arising out of or in connection with these Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Gothenburg Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden. The language of arbitration shall be English. This includes disputes related to warranty claims, product liability, or breach of contract.

## APPENDIX A – WARRANTY STATEMENT

The full warranty statement issued by TR Equipment applies to all new products purchased. It outlines warranty durations by component, general terms and exclusions, and replacement provisions.

TR Equipment AB warrants to the original purchaser that all new equipment, when used and serviced normally, will be free from defects in materials and workmanship for the period specified below from the warranty start date (provided annual maintenance is performed as outlined in the Operating Manual). The warranty start date is either the day of installation or 60 days after shipment, whichever comes first. This warranty obligation is limited to the repair, adjustment, and/or replacement of defective parts returned to us.

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## WARRANTY PERIODS

Component	Warranty Period
Metal frame/structure	3 Years
Seat pads	2 Years
Mattress/Pillows	1 Year
Electronics/PCB	1 Year
Actuators/Motors	1 Year
Pumps	1 Year
Hoses/Mixing valves	1 Year
Batteries	120 Days
Hand controls	120 Days
Battery chargers	120 Days
Fuses	120 Days
Castors	90 Days
Plastic covers	90 Days
Safety belts	90 Days

## WARRANTY TERMS

This limited warranty applies only to products sold by TR Equipment and becomes void if the equipment is damaged or rendered defective due to any of the following:

- Acts of God, accidents, misuse, vandalism, neglect, or actions by the buyer or a third party.
- Transit damage, power surges, or adverse operating environments.
- Modifications to the equipment without written permission from TR Equipment.
- Service performed by anyone other than an authorized TR Equipment agent.
- Use of parts not manufactured or sold by TR Equipment.
- Failure to operate according to the manufacturer's guidelines, including improper operation, maintenance, or storage.
- Failure to perform regular maintenance, service, or inspections.

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