

Terms and Conditions

1. General Provisions and Parties

- 1.1 These terms and conditions (hereinafter **"Terms"**) govern the purchase and use of products sold via the online store (hereinafter **"E-store"**) of **Nanordica Medical OÜ**, registry code 14710113, address Mäealuse 2/1, 12618 Tallinn, Estonia (hereinafter **"Seller"**), and set out the rights and obligations between the Seller and the person placing an order in the E-store (hereinafter **"Customer"**). These Terms constitute a binding agreement between the Seller and the Customer and shall apply to all offers, orders, deliveries and services related to the Products offered in the E-store.
- 1.2 The Terms apply to both consumers and business customers. In case of any conflict between these Terms and a separate agreement concluded between the Seller and a business customer, the separate agreement shall prevail to the extent of the conflict.
- 1.3 By placing an order in the E-store, the Customer confirms that they have read and agree to the Terms.
- 1.4 By placing an order, the Customer represents and warrants that: (a) they are of legal age and have full legal capacity to enter into a binding contract; (b) the information provided in the order is accurate, complete and not misleading; and (c) in the case of a business customer, the person placing the order is duly authorised to act on behalf of the business entity.
- 1.5 These Terms are available in the E-store and may be downloaded and stored by the Customer at any time. The Seller is not obliged to retain individual contract texts beyond its statutory record-keeping obligations.

2. Products and Intended Use

- 2.1 The Seller offers sterile wound dressings under the RavimusVet brand intended for veterinary use (hereinafter **"Products"**).
- 2.2 The Products are intended solely for veterinary use in strict accordance with the instructions for use provided with the Products. The Customer acknowledges that the Products are not intended for human use and that any use outside the scope of the instructions for use, including but not limited to use on humans, use contrary to the indicated species or conditions, or use of expired Products, is strictly prohibited, undertaken entirely at the Customer's own risk, and releases the Seller from all liability arising therefrom.
- 2.3 The Customer shall strictly follow the instructions for use, storage conditions (including temperature, humidity and shelf-life requirements) and any applicable safety warnings. Failure to comply with such instructions shall void any warranty or conformity claim. The Seller reserves the right to update, modify, discontinue or limit the Product range, specifications and availability at any time without prior notice and without incurring any liability to the Customer.

3. Prices, Taxes and Promotions

- 3.1 All prices displayed in the E-store are in euros (EUR) inclusive of VAT. Delivery charges and any other applicable fees (e.g., payment service fees) are shown separately before the order is confirmed.
- 3.2 The Seller reserves the right to change prices at any time without prior notice. The price applicable to an order is the price displayed in the E-store at the time the order is placed and confirmed by the Customer. Price changes shall not affect orders for which an order acknowledgment has already been issued.
- 3.3 The terms of promotions and discounts are provided in the E-store. The Seller may offer or amend promotions and discounts at its sole discretion.

- 3.4 If, due to a technical error, system malfunction or human error, an obviously incorrect price, product description or availability is displayed, the Seller shall be entitled to cancel the order, refuse performance and refund any amounts already paid, without further liability. An "obviously incorrect price" includes any price that is significantly below the Seller's cost price or market value of the Product.

4. Placing Orders and Contract Formation

- 4.1 The Customer selects the Products, provides the requested data and confirms that the data is accurate.
- 4.2 A contract between the Seller and the Customer is deemed concluded when the Seller has sent the Customer an order acknowledgment (hereinafter "**Contract**"). The display of Products in the E-store constitutes an invitation to make offers (*invitatio ad offerendum*) and does not constitute a binding offer by the Seller. The Customer's order constitutes a binding offer to purchase, which the Seller may accept or reject at its sole discretion.
- 4.3 The Seller may reject or cancel an order, in whole or in part, for any justified reason including but not limited to: (a) unavailability of Products; (b) pricing or content errors; (c) suspected fraud or payment risk; (d) inaccurate, incomplete or false data provided by the Customer; (e) breach of these Terms by the Customer in respect of prior or current orders; (f) sanctions, export control or other legal restrictions applicable to the Customer or the delivery destination; or (g) the Customer's failure to pay for previous orders. In such case, the Seller shall notify the Customer and refund amounts already paid, without further liability.

5. Payment Methods and Invoicing

- 5.1 The Customer pays for the Products using the payment methods offered in the E-store (e.g., card, payment service, bank transfer). Order processing starts after payment is received.
- 5.2 Business customers receive an invoice in accordance with the Seller's billing rules. Unless agreed otherwise in writing, the payment term for business customers is fourteen (14) calendar days from the invoice date. In case of delay in payment: (a) the Seller shall be entitled to charge default interest at the rate of 0.05% of the outstanding amount per each calendar day of delay (but not less than the rate prescribed by the Estonian LOA § 113); (b) the Seller may claim reasonable debt collection costs, including the costs of engaging a collection agency or legal counsel; (c) the Seller may suspend further deliveries and performance under any existing order until full payment is received; and (d) the Seller may declare all outstanding invoices immediately due and payable (acceleration). All costs of recovery, including legal fees, shall be borne by the Customer.

6. Delivery, Handover and Risk

- 6.1 Delivery options and charges are shown before order confirmation. The order acknowledgment includes the expected delivery time, which is indicative and non-binding. The Seller shall not be liable for delays in delivery caused by the delivery service provider, force majeure, or circumstances attributable to the Customer (including provision of incorrect or incomplete delivery information). Delivery dates communicated by the Seller are estimates only and shall not constitute fixed delivery dates (*Fixgeschäft*) unless expressly agreed in writing.
- 6.2 Upon receipt, the Customer must open the parcel carefully. If the parcel shows visible damage, the Customer must refuse to accept the damaged shipment or refrain from opening the damaged parcel and promptly notify the Seller.
- 6.3 The Seller shall be entitled to make partial deliveries where reasonable, in particular where part of the order is available and the partial delivery is of independent use to the Customer. Each partial delivery shall constitute a separate transaction for invoicing and risk transfer purposes.

- 6.4 Unless agreed otherwise, the risk of accidental loss or damage to the Products passes:
- 6.4.1 in the case of consumers, upon delivery of the Products into the physical possession of the Customer;
 - 6.4.2 in the case of business customers, upon handover of the Products to the delivery service provider, or, where delivery is performed by the Seller, upon handover of the Products into the Customer's possession.
- 6.5 For business customers, the risk during return transit remains with the customer until the Products reach the Seller, unless the non-conformity is attributable to the Seller.

7. Product Conformity, Claims and Warranties

- 7.1 The Customer has the rights provided under applicable law regarding lack of conformity of goods. The Customer shall inspect the Products immediately upon receipt and notify the Seller of any visible lack of conformity or damage in writing within two (2) business days of delivery. Hidden defects must be notified to the Seller in writing within fourteen (14) calendar days after discovery but in no event later than the expiry date of the Product or, in the absence of an expiry date, twelve (12) months from delivery. Failure to notify the Seller within the prescribed time shall extinguish the Customer's claims, except where mandatory law provides otherwise for consumers.
- 7.2 In case of a duly notified and verified non-conformity or defect, the Seller will, at its sole discretion and expense, choose one of the following remedies:
- 7.2.1 replace the Product, or
 - 7.2.2 refund a reasonable portion of the price.
- 7.3 The Seller may verify the alleged defect before providing any remedy, including by requesting photographs, video evidence, packaging, batch numbers or return of the defective Product at the Seller's expense (where the defect is confirmed). If the Seller's inspection reveals that the Product conforms to the contract or that the defect was caused by the Customer's improper use, handling, storage or third-party interference, the Customer shall bear the costs of inspection and return shipping.
- 7.4 The Seller's warranty and conformity obligations expressly exclude defects arising from: (a) normal wear and tear; (b) failure to observe the instructions for use, storage instructions or safety warnings; (c) improper handling, transport, storage or use by the Customer or third parties; (d) unauthorised modification, alteration or repair of the Product; (e) use of the Product beyond its indicated shelf life or expiry date; (f) external causes not attributable to the Seller, including but not limited to accidents, environmental contamination or animal behaviour; or (g) use of the Product for purposes or species other than those indicated in the instructions for use.

8. Right of Withdrawal (Consumers) and Returns

- 8.1 Consumers may withdraw from a distance contract within 14 days from receipt of the goods by submitting an unambiguous withdrawal notice to the Seller (e.g., by e-mail).
- 8.2 In accordance with Article 16(e) of the EU Consumer Rights Directive (2011/83/EU) and the Estonian LOA § 53(4)(4), the right of withdrawal does NOT apply to sealed Products which are not suitable for return due to health protection or hygiene reasons and whose seal, tamper-evident closure or sterile packaging has been opened, removed, damaged or otherwise compromised after delivery. Given that the Products are sterile veterinary wound dressings, any opening of the sterile packaging renders the Product unsuitable for return.
- 8.3 Returned goods must be unused, unopened and in their original packaging. The consumer bears the direct cost of returning the goods, unless the Seller has delivered an incorrect or defective item.

8.4 Upon withdrawal, the Seller will refund all payments received from the consumer under the contract, including the standard delivery cost (less any extra cost of a premium delivery option chosen by the consumer), within 14 days from receiving the withdrawal notice. The Seller may withhold the refund until the goods are returned.

8.5 Business customers do not have this right of withdrawal stipulated in this section unless otherwise agreed in writing.

9. Liability and Limitation

9.1 To the maximum extent permitted by applicable law, the Seller shall not be liable for any indirect, incidental, consequential, special or punitive damages, including but not limited to loss of profit, loss of revenue, loss of business opportunities, loss of data, loss of goodwill, business interruption, cost of substitute products, veterinary costs, animal health costs or any non-pecuniary damage, howsoever arising (whether in contract, tort, strict liability or otherwise), even if the Seller has been advised of the possibility of such damages.

9.2 In consumer contracts, nothing in these Terms excludes or limits consumers' statutory rights or the Seller's liability where such exclusion or limitation is not permitted by law.

9.3 For business customers, the Seller's total aggregate liability for all claims arising out of or in connection with the Contract (whether in contract, tort, strict liability or otherwise) shall not exceed the total price actually paid by the Customer for the specific Products giving rise to the claim under the relevant order. In no event shall the Seller's aggregate liability for all claims arising in any twelve (12) month period exceed the total amounts paid by the Customer to the Seller during that period. These limitations shall not apply in case of the Seller's wilful misconduct (*tahtlik rikkumine*) or gross negligence (*raske hooletus*), personal injury caused by the Seller's fault, or where such limitation is prohibited by mandatory law.

9.4 The Customer acknowledges that the prices of the Products reflect the allocation of risk set out in these Terms, including the limitations and exclusions of liability. Without such limitations, the Seller would not be in a position to supply the Products at the prices offered.

9.5 Any claim by the Customer against the Seller (other than consumers exercising mandatory statutory rights) must be brought within twelve (12) months from the date on which the cause of action arose. Failure to bring the claim within this period shall constitute a waiver of such claim, to the maximum extent permitted by applicable law.

10. Amendments

10.1 The Seller may update the Terms unilaterally by publishing a new version in the E-store. The updated Terms apply to orders placed after publication. If a material change affects an ongoing B2B agreement, the business customer may terminate that arrangement with notice if they do not agree to the change.

11. Force Majeure

11.1 Neither party shall be liable for a failure or delay in performing its obligations (other than payment obligations) caused by circumstances beyond its reasonable control which could not reasonably have been foreseen or prevented at the time of conclusion of the Contract (hereinafter "**Force Majeure**"), including but not limited to: natural disasters, epidemics, pandemics, acts of war, terrorism, civil unrest, government actions, sanctions, embargoes, labour disputes, disruptions to supply chains, failure of suppliers or subcontractors, interruption of energy or raw material supply, cyber-attacks, fire, flood, or breakdown of essential infrastructure. The performance deadline shall be extended by the duration of the Force Majeure event. The affected party shall notify the other party in writing without undue delay. If a Force Majeure event continues for more than ninety (90) calendar days, the Seller shall be entitled to terminate the affected order(s) without liability by giving written notice to the Customer, and shall refund any amounts paid for undelivered Products.

12. Intellectual Property

- 12.1 All intellectual property rights in and to the Products, including but not limited to trademarks, trade names, logos, designs, patents, utility models, copyrights, trade secrets, know-how, product formulations, packaging designs and all related documentation (collectively, "**Seller IP**") are and shall remain the exclusive property of the Seller or its licensors. Nothing in these Terms or in the Contract grants the Customer any licence, right, title or interest in the Seller IP, except for the limited right to use the Products for their intended purpose in accordance with the instructions for use.
- 12.2 The Customer shall not: (a) remove, alter, obscure or tamper with any trademarks, labels, serial numbers, batch numbers or other identifying marks on the Products or their packaging; (b) register or attempt to register any trademark, domain name or other designation that is identical or confusingly similar to any of the Seller's marks; (c) use the Seller's trademarks, trade names or logos in advertising, marketing or promotional materials without the Seller's prior written consent; or (d) reverse-engineer, decompile, analyse or attempt to derive the composition or formulation of the Products.

13. Indemnification

- 13.1 The Customer (where a business customer) shall indemnify, defend and hold harmless the Seller, its directors, officers, employees, affiliates, agents and successors from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses (including reasonable legal fees and costs of litigation) arising out of or in connection with: (a) the Customer's breach of these Terms or the Contract; (b) the Customer's use of the Products in a manner inconsistent with the instructions for use or applicable laws; (c) any representation, warranty or statement made by the Customer to a third party regarding the Products that is not expressly authorised by the Seller; (d) the Customer's failure to comply with applicable laws and regulations, including veterinary regulations, import/export controls and sanctions; or (e) any third-party claim arising from the Customer's resale, distribution or supply of the Products.
- 13.2 This indemnification obligation shall not apply to consumers, except to the extent that the consumer has wilfully or through gross negligence caused damage to the Seller by providing false information or engaging in fraudulent conduct.

14. Third-Party Rights

- 14.1 These Terms and the Contract are concluded solely for the benefit of the Seller and the Customer. No third party shall have any right to enforce or rely upon any provision of these Terms or the Contract, unless expressly stated otherwise.

15. Entire Agreement (Business Customers)

- 15.1 In relation to business customers, these Terms, together with the order acknowledgment and any separate agreement expressly concluded in writing, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, undertakings, understandings and agreements (whether oral or written) between the parties relating thereto. The Customer acknowledges that it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in these Terms. Nothing in this clause shall limit or exclude liability for fraud or fraudulent misrepresentation.

16. Export Control and Sanctions Compliance

- 16.1 The Customer represents and warrants that: (a) it is not located in, and shall not export, re-export or transfer the Products to, any country or territory that is the subject of comprehensive trade sanctions imposed by the European Union, the United Nations or the Republic of Estonia; (b) it is not a Sanctioned Person (being a person or entity designated on any sanctions list maintained by the EU, UN, OFAC or other competent authority); and (c) it shall comply with all applicable export control laws and regulations. The Seller shall be entitled to immediately suspend or cancel any order or contract without liability if it

reasonably determines that performance would violate applicable sanctions or exportcontrol laws.

17. Governing Law and Dispute Resolution

- 17.1 These Terms and the Contract concluded between the Seller and the Customer are governed exclusively by the laws of the Republic of Estonia, excluding the conflict-of-laws rules thereof and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.2 Consumer disputes shall first be attempted to be resolved by negotiation. Failing amicable resolution within thirty (30) calendar days, a consumer may refer the matter to the Consumer Disputes Committee of the Estonian Consumer Protection and Technical Regulatory Authority or to a competent court of the Republic of Estonia. The European Commission online dispute resolution (ODR) platform is available at <https://ec.europa.eu/consumers/odr>. Business disputes shall be resolved exclusively by the courts of the Republic of Estonia (Harju County Court as the court of first instance), unless mandatory law requires otherwise.

18. Contact Details

- 18.1 Questions, complaints, returns and claims: Nanordica Medical OÜ (14710113) Mäealuse 2/1, 12618 Tallinn, Estonia. E-mail: info@nanordica.com