



AR Baltic Medical

AR BALTIC MEDICAL UAB

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General Terms and Conditions of Sale

These terms and conditions govern the sale of Products (“Product or Products”) and the provision of services (“Services”) by AR Baltic Medical, P. Luksio g. 5B, LT-08221 Vilnius, Lithuania (the "Seller") and its affiliates, as well as by third-party vendors and/or service providers of the Seller. These terms and conditions (the “Agreement”) take precedence over the Buyer’s supplemental or conflicting terms and conditions, to which notice of objection is hereby given. Neither the Seller’s commencement of performance or delivery shall be deemed or construed as acceptance of the Buyer’s supplemental or conflicting terms and conditions. The Seller’s failure to object to conflicting or additional terms will not change or add to the terms of this agreement. The Buyer’s acceptance of the Products and/or Services from the Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. Orders

All orders placed by the Buyer are subject to acceptance by the Seller. Orders may not be canceled or rescheduled without the Seller’s written consent. All orders must identify the products, unit quantities, part numbers, applicable prices, and requested delivery dates of the Products being purchased. Unless otherwise agreed, all materials will be shipped no later than one year from the date the Seller accepts the purchase order. The Seller may, in its sole discretion, allocate Products among its customers.

2. Prices

The prices of the Products are those specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in the Seller’s cost, changes in market conditions, or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire thirty (30) days from the date issued, or as otherwise stated in the quotation.

3. Taxes

Unless otherwise agreed to in writing by the Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes, including federal, state, and local sales, excise, value-added, goods and services taxes, and any other taxes. The Buyer agrees to

indemnify and hold the Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on the Seller's invoice.

4. Payment

Payment may be made by check, money order, credit card, PayPal, or wire transfer (all fees are borne by the Buyer). A surcharge of 3% for credit card sales and 4% for sales via PayPal will be assessed. On any past due invoice, the Seller may impose interest at the rate of one and a half percent [1.5%] per month. If the Buyer fails to make each payment when it is due, the Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements with the Seller. In the event of default by the Buyer, the Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs. The Seller reserves the right to require pre-payment from new Buyers or those with outstanding balances.

5. Delivery and Title

All deliveries will be made "EX WORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. The Seller's delivery dates are estimates only, and the Seller is not liable for delays in delivery or failure to perform due to causes beyond the reasonable control of the Seller. The carrier shall not be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle the Buyer to cancel other deliveries.

6. Limitation of Liability

The Seller shall not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to delivery delays, loss of profits, penalties in tenders, or claims arising from the Buyer's business activities. The Seller is not responsible for any change in the final destination or for goods being delivered to a location other than that originally agreed. The Buyer agrees to indemnify and hold the Seller harmless from any claims, losses, damages, or liabilities arising out of the Buyer's use of the Products.

7. Protection of Industrial Property Rights and Copyright

7.1 The Buyer has no rights to use registered trademarks, business names, corporate logos, or patents of the Seller or other companies whose products are included in the Seller's commercial offering unless explicitly authorized in writing by the Seller.

7.2 The Buyer has no rights to any software products under the Copyright Act and is not entitled to modify, copy, or distribute them to third parties without express written consent from the Seller.

7.3 The Buyer has no right to alter the logo or product

8. Warranties/Disclaimer

The Seller makes no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. The Buyer acknowledges that it has reviewed the product specifications and accepts the product as is.

9. Force Majeure

The Seller shall not be held liable for any delay or failure to deliver due to circumstances beyond its reasonable control, including but not limited to acts of nature, governmental actions, strikes, or transportation disruptions.

10. Responsibility of the Buyer

The Buyer acknowledges that the Seller is not involved in their business operations or the end use of the products sold. It is the sole responsibility of the Buyer to ensure that the products purchased meet the requirements for their intended use, final destination, or any tender-related obligations.

11. Sales and Distribution

AR Baltic Medical UAB is a manufacturer of medical devices, including CE-marked products compliant with the European Medical Device Regulation (EU) 2017/745. The company sells its products exclusively through authorized distributors or in response to individual, unsolicited requests from licensed healthcare professionals. AR Baltic Medical does not participate directly in public tenders, hospital procurement procedures, or marketing campaigns.

In non-EU countries, AR Baltic Medical supplies products that are authorized under the respective local regulatory frameworks.

The marketing, distribution, and promotion in Europe and in non-EU countries of such products are the sole responsibility of the local distributor, in accordance with applicable national laws and regulations.

AR Baltic Medical strictly adheres to the approved instructions for use of its products. All decisions regarding medical application and patient treatment are made solely under the responsibility of the treating physician.

12. Final Provisions

These GTC are governed by the laws of Lithuania. Any disputes arising from or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of Vilnius, Lithuania.