

CANDELA

GENERAL TERMS AND CONDITIONS FOR RESERVATION OF CANDELA P-8 VOYAGER

1. INTRODUCTION

- 1.1 These general terms and conditions for reservation of Candela P-8 VOYAGER (these "**Terms**") shall apply between Candela Technology AB, Reg. No. 556985-3285, a limited liability company incorporated under the laws of Sweden ("**Candela**"), and any customer (a "**Customer**") when the Customer participates in Candela's program for reserving the opportunity to order a Candela P-8 VOYAGER (the "**Program**") when the Candela P-8 VOYAGER (the "**Boat**") is available for order.
- 1.2 Unless otherwise stated under these Terms, these Terms shall only apply when the Customer is a natural person or legal entity, irrespective of whether privately or publicly owned, who is acting for purposes relating to its trade, business, craft or profession.

2. THE PROGRAM

- 2.1 Participation in the Program gives the Customer the opportunity to place an order for the Boat when it is available for order from Candela. The internal priority among Customers will be determined by the Customer's respective enrollment date in the Program. Enrollment is made by filling out a digital form which is found on Candela's website.
- 2.2 Customers must be 18 years old and accept these Terms to enroll in the Program. In this respect, the Customer explicitly confirms to Candela that the Customer is authorized to enroll in the Program. The Customer explicitly confirms to Candela that the relevant person that enrolls in the Program is authorised to represent the Customer and enroll in the Program for the Customer's account.
- 2.3 Enrollment in the Program is subject to the payment of the Reservation Fee (see Section 3). Following the Customer's payment of the Reservation Fee, Candela will send the Customer a reservation confirmation by e-mail which includes all relevant information regarding the reservation and the Program, including but not limited to these Terms. Candela encourages the Customer to save the reservation confirmation for any future contacts with Candela regarding the reservation.
- 2.4 Candela reserves the right to decline new enrollments to the Program in its reasonable discretion. Candela shall also be entitled to immediately revoke a Customer's enrollment in the Program in the event the Customer has breached its obligations under these Terms. In the event Candela has declined or revoked a Customer's enrollment in the Program, the Customer will be notified thereof in writing and the Reservation Fee already paid to Candela by the Customer will be refunded to the Customer applying the principles set out in Section 5.2 below.

3. RESERVATION FEE

- 3.1 Participation in the Program requires the Customer to pay a reservation fee of EUR 2,000 (including VAT, where applicable) (the "**Reservation Fee**"). The payment of the Reservation Fee will be made via the external service provider Stripe and the Customer will have the option to choose from different payment methods for the payment of the Reservation Fee. The payment of the Reservation Fee is subject to Stripe's terms and conditions (which are found here: <https://stripe.com/en-se/legal/checkout>)
- 3.2 For the avoidance of doubt, the Reservation Fee is not a deposit and/or partial prepayment of the Boat. The Reservation Fee will be refunded to the Customer applying the terms set out in Section 5.2 when the Customer has entered into the Purchase Agreement (as defined below).

4. ORDER OF THE BOAT

- 4.1 When the Boat is available for sale from Candela, the Customer will be contacted by Candela and the Customer will be given the option to purchase the Boat. The purchase of the Boat will be subject to separate terms under a purchase agreement between Candela and the Customer (the "**Purchase Agreement**"). If the Customer would choose not to place an order for the Boat, Candela will refund the Reservation Fee to the Customer applying the principles under Section 5.2 below.
- 4.2 For the avoidance of doubt, these Terms neither constitute whole or part of the Purchase Agreement. Participation in the Program does not constitute a purchase of the Boat or create any rights or obligations for Candela or the Customer with respect to the price, the date of delivery, warranties, specifications and/or other contractual terms and conditions with respect to the purchase of the Boat.

5. RIGHT OF WITHDRAWAL

- 5.1 The Customer may withdraw from the Program at any time and receive a full refund of the Reservation Fee up until the Customer has entered into the Purchase Agreement (the "**Right of Withdrawal**"). To exercise the Right of Withdrawal, the Customer shall inform Candela thereof in writing, using the contact information set out in Section 12.
- 5.2 When the Customer has exercised its Right of Withdrawal, the Reservation Fee will be fully refunded to the Customer no later than 14 days from the date of Candela's receipt of the Customer's request to exercise the Right of Withdrawal. The Reservation Fee will be refunded by using the same means of payment that the Customer have used to make the Reservation Fee. Candela will not accept a request from the Customer to

refund the Reservation Fee to a third party. The Customer is not entitled to interest on the Reservation Fee from Candela.

6. LIABILITY

- 6.1 The total liability under these Terms for Candela shall be limited to the Reservation Fee paid by the Customer.
- 6.2 In no event, whether as a result of breach of contract or warranty, or under any legal theory, shall any party be liable for any incidental, consequential, punitive, exemplary, special or indirect damages or losses whatsoever including, but not limited to, loss of profit, savings, revenue, interest or investments, loss of goodwill, cost of capital, cost of substitute equipment, facilities or services, downtime costs, or claims of third parties.

7. PERSONAL DATA

- 7.1 When enrolling in the Program, Customers are required to provide certain personal data about themselves, such as name, address and e-mail. Candela will process the Customer's personal data as a controller and in accordance with the EU General Data Protection Regulation (2016/679) and applicable supplemental national data protection laws.
- 7.2 Further information regarding how Candela processes personal data for the purpose of these Terms and the Customer's rights with regards to this processing is set out in Candela's Privacy Policy (found here: candela.com/privacy-policy).

8. TERM

These Terms shall apply between the parties up until (i) the Customer withdraws from the Program pursuant to Section 5, (ii) Candela and the Customer has entered into a Purchase Agreement, or (iii) Candela has revoked the Customer's participation in the Program pursuant to Section 2.4 due to the Customer's breach of these Terms.

9. FORCE MAJEURE

Candela and the Customer shall be excused from the obligations under these Terms, to the extent that performance of Candela's or the Customer's performance is delayed or prevented by any circumstances reasonably beyond its control, including, but not limited to, authority intervention and/or omission, new or amended legislation, labour difficulties, embargoes, fire, flood, pandemic (including, for the avoidance of doubt, COVID-19, i.e. the SARS-Cov-2, as well as other current and future mutations thereof), unavailability of means of transport, goods or energy or accident of greater extent.

10. SEVERABILITY

If any provision of these Terms or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of these Terms shall continue in full force and effect and apply between the parties.

11. NO ASSIGNMENT

The Customer may not transfer or assign any benefits, entitlements or rights created under these Terms to any third party, without the prior written consent of an authorized representative of Candela.

12. CONTACT DETAILS

Candela Technology AB
Reg. No. 556985-3285
Vårdshusvägen 1,
181 66 Lidingö, Sweden
E-mail address: Contact@candela.com
Telephone:

13. APPLICABLE LAW AND DISPUTES

- 13.1 These Terms are governed by the laws of Sweden, without regards to its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 13.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, shall, to the exclusion of other courts, be finally settled by a court in Sweden and at first instance shall be heard in the District Court of Stockholm (Stockholms tingsrätt).