

# GENERAL CONDITIONS EUR 2023

## SUITABILITY

These General Conditions of Sale and Delivery shall apply unless they are amended in writing by agreement between the Parties.

## 1. PACKAGING

The prices given in the price lists, offers and agreement include the costs of the packaging required under normal transport conditions for the prevention of damage to or impairment of the goods. Costs for transport packaging, pallets and pallet collars will be added.

## 2. OFFER DOCUMENTS AND DRAWINGS

An offer submitted by the Seller will be valid for 30 days from the date of the Buyer's receipt of the offer, and the Buyer's acceptance must be received by the Seller within this time scale.

Notwithstanding this, the seller has the right to withdraw his offer at any time, unless acceptance has been made.

Tenders / quotations, drawings and other documents submitted by the seller to the buyer remain the property of the seller. They may not be used by the buyer or copied, reproduced, disclosed or otherwise brought to the knowledge of third parties without the consent of the seller.

## 3. PRICING INFORMATION

Prices quoted apply to Ex Works (INCOTERMS), excluding VAT, other taxes or charges. The seller may, for special remuneration, undertake work on unpacking, mounting and arranging the goods on site designated by the buyer and handling of packaging or packing. If the buyer requests a longer delivery time than three months from the order date, the seller is entitled to change prices with the percentage change in the Swedish Office Furniture Index between the order and the delivery day. Shipping costs are charged separately.

The buyer understands that the seller may purchase products or parts of these from a subcontractor in a country other than Sweden. Prices quoted in quotation / quotation or in price list are based on the exchange rates prevailing at the time of the tender and the seller's costs for such purchases. The seller reserves the right to adjust the price in exchange rate fluctuations exceeding +/- 10%.

## 4. PRODUCT CHANGES

The Seller reserves the right to make changes in the construction and design of the product, and the associated price adjustments.

## 5. SAMPLE FURNISHING, PROTOTYPE M.M.

Sample furnishing can be done by special agreement on this. The buyer shall be responsible for the costs of transporting the products between the manufacturer's factory or warehouse, and the location of the sample furniture, and the risk in relation to the seller that the products covered by the sample furniture are damaged or destroyed during the sample furniture period or transport.

The buyer is obliged to reimburse the seller's reasonable costs for the production of prototypes, samples and the like if so requested by the buyer. Buyer's obligations under this paragraph include, e.g. costs for developing specially adapted manufacturing tools and material costs.

## 6. DELIVERY

Delivery time is stated on the seller's order confirmation and refers to the time for delivery from the seller's factory. Delivery takes place Ex Works (INCOTERMS) the seller's factory in accordance with the INCOTERMS applicable at the time of issuing the order acknowledgment. Unless otherwise expressly stated in the order acknowledgment, all shipments take place at the buyer's expense and the buyer shall reimburse the seller for such transport costs in addition to the quotation / quotation or in the order acknowledgment price for the product.

## 7. BUYER'S DELAY GOALS TO RECEIVE DELIVERY

If the buyer realizes that the buyer will not be able to receive the delivery in accordance with the delivery plan, the buyer must inform the seller in writing as soon as possible. The message must contain the reason for the delay and, if possible, the time when the buyer can receive the delivery instead. If the buyer fails to receive delivery on an agreed time, he is still obliged to fulfill the agreed payment plan and pay as if delivery had been made. The buyer is also obliged to reimburse the seller for any additional costs the seller is caused as a result of this in the form of e.g. set loading or assembly work, etc.

During the Buyer's delay, the Seller shall arrange for the Storage of the Product at the Buyer's risk and expense. If the buyer is unable to receive the products in a timely manner, the seller is entitled to a penalty. The penalty shall amount to 1.5% of the agreed price for the part of the products to which the delay applies and shall be payable for each seven-day period commenced from the date on which the delivery would have taken place and as long as the delay lasts. Vitet refers to, among other things, the seller's costs for storage and handling. If the seller's actual costs as a result of the buyer's delay exceed the accumulated fine, the seller is entitled to compensation for such costs as well. The seller is obliged to insure the products during the time it is stored due to the buyer's delay only after the written request of the buyer and only then the buyer in advance reimbursed the seller the cost of such insurance.

If the Buyer's delay lasted more than 10 weeks, the Seller may request in writing that the Buyer receives the delivery within a reasonable time limit, which shall be at least 14 days. If the buyer fails to receive the products within the time limit, the seller has the right to cancel the Agreement in writing with regard to the part of the delivery that could not be fulfilled due to the buyer's inability to receive the delivery. If the Seller cancels the Agreement or part of the Agreement with reference to the Buyer's delay, the Seller is entitled to compensation for the direct damage the Seller suffers as a result of the Buyer's delay. The compensation may never exceed the agreed price in respect of the part of the Agreement terminated.

Claims for fines and / or damages must be made in writing no later than 30 days from the maximum penalty being reached or, where applicable, from the time the seller canceled the agreement. Failure to do so will forfeit the seller's right to claim fines and / or damages as a result of the delay in question, and the claim may also not be relied upon to set off.

## 8. TERMS OF PAYMENT

The buyer must pay for goods delivered within 30 days from the invoice date. The seller has the right not to deliver the goods if the buyer can be assumed to be insolvent and the buyer does not make payment in advance or guarantees the seller with payment security. If the buyer does not pay on time, the seller is entitled to deduct from the invoice due date the interest rate, which by eight percentage points exceeds the Riksbank's reference rate. The buyer is not entitled to withhold any part of the payment for set-off due to the requirements the buyer has against the seller.

## 9. RESERVATION OF TITLE

Delivered goods remain the seller's property until full payment is made. In the case of partial payment, if the goods are repossessed, the seller shall unilaterally decide which part of the delivery remains unpaid. The buyer shall keep the goods delivered securely insured until the ownership of the goods has been transferred to the buyer.

## 10. SELLER'S DELAY TARGET WITH DELIVERY

If the seller realizes that delivery will not be possible on time, the seller must inform the buyer in writing as soon as possible. The message shall contain the reason for the delay and, if possible, the time at which delivery is expected to take place. If the delivery delay is due to any circumstance on the part of the buyer, the seller is entitled to a reasonable extension of the delivery time.

## 11. ASSEMBLY AND INSTALLATION

Unless otherwise expressly stated in the order acknowledgment, installation and installation of the Product shall be done through the buyer's care and at the buyer's expense. Assembly and installation are thus not included in the agreed price unless this is expressly stated in the order acknowledgment. If the parties have agreed that the seller shall carry out installation and installation at a location determined by the buyer, the buyer at the site shall ensure that:

- access roads and, where applicable, elevators are available to the seller;
- the storage facilities and unpacking facilities are at the disposal of the seller;
- other work does not prevent or hamper the installation and that the premises are cleared for installation;
- the work can be performed without hindrance by the seller in a continuous sequence and at regular working hours, ie. weekdays between 6 pm 7am and 5pm;
- the seller has free access to electric power and lighting throughout the installation time;
- premises and storage areas during the installation period are securely locked and alerted and keys available to the seller; and
- if the delivery includes products to be anchored to the floor, wall or ceiling, that their bearing capacity and construction can do so.

The buyer shall reimburse the seller for the work and costs incurred by the seller for the reason that the Buyer fails to fulfill its obligations under paragraphs (a) - (g) above. As far as point (f) applies above the buyer is responsible for theft and damage to the site which, irrespective of the negligence of the buyer or his personnel, delivered goods and / or tools intended for delivery.

The drawing and connection of electricity, water, sewer or similar wires are not included in the seller's obligations. If the buyer requests a change or addition to contracted or already completed assembly or installation work, the cost of this must be agreed upon and confirmed in writing by the seller before the seller is obliged to commence such work.

If, in connection with assembly or installation, it appears that further work is required or should be performed in addition to what has been previously agreed (ÅTA work), the seller must obtain the buyer's approval for such additional work without delay. However, in the event that the seller makes the assessment that the cost of such additional work is lower than the agreed amount by the parties, the buyer's prior approval is not required, but the seller is then entitled to carry out the work in question but shall inform the buyer without delay of the work done and the cost thereof. Unless otherwise agreed in writing, the limit amount shall correspond to one tenth of the price base amount.

## 12. LIABILITY FOR ERRORS

The seller undertakes to rectify any defects in design, material or manufacturing that occur within two years from the date the goods were delivered. The seller's responsibility for defects requires that the goods have been treated in accordance with the maintenance instructions that are available for the goods, that the goods are used correctly and for the purpose it is intended, that the goods have been maintained, that the goods have not been

subjected to abnormal wear, that the goods have been properly installed when the installation has not been carried out by the seller and that the error is not due to the buyer prescribing certain material or design. Errors can be rectified, at the seller's discretion, through repairs or exchanges of delivered goods.

The seller shall be deemed to have fulfilled his obligation for the error when new goods are shipped to the address to which the wrong goods were delivered by the seller or if the seller has chosen to repair, when the repair has been completed. If the seller has delivered the incorrect goods to the buyer's customer's address, the seller shall be deemed to have fulfilled his obligation if he delivers the goods to the buyer's warehouse.

The Buyer must notify the Seller in writing of the defect not later than seven (7) days from the day the defect was discovered. The message should include a description of the error. If the defect can cause damage, the buyer must complain immediately. If the buyer does not advertise accordingly, he has lost his right to make a claim because of the error. Incorrect goods shall accrue to the seller at the seller's request, and the buyer shall, at the seller's request, respond to the erroneous goods being sent to the seller at his expense. If the delivery includes wall systems or goods to be anchored to the wall, the buyer is responsible for the load bearing capacity of the walls. Carrying strips must be installed by a specialist according to the seller's instructions. If it turns out that the buyer's complaint was unjustified, for example, because no fault existed, the buyer shall pay the seller's costs due to the complaint.

### **13. LIABILITY FOR THE DAMAGE PROPERTIES OF THE PRODUCT**

In any case, the seller is not liable for any damage, which the buyer incurs as a result of the goods causing damage to other property of whatever kind they may be. The Seller is also not liable to the Buyer for compensation from the Buyer which is based on third party damages, including that of the Buyer staff, as a result of personal injury, other than in such case, where the Buyer had by law to respond in the Seller's place and provided that the seller is given the opportunity to consult with the buyer in the handling of the buyer's claims settlement in relation to the injured third party and at the seller's choice; when the seller is given the opportunity to take over the buyer's liability, or, if the injured party does not allow such takeover, when the seller has been given the opportunity to independently bring the buyer's action against the promise to indemnify the buyer in the dispute. The seller fully responds and in accordance with applicable law in cases where a third party claims directly against the seller based on the damaging properties of the product. However, in such a case, the Buyer shall compensate the Seller to the extent that the damage has occurred as a result of the Buyer breaching the Seller's instructions for use of the Goods or not communicating the Seller's terms to the Buyer regarding the use of the Goods.

### **14. TRANSPORT DAMAGE**

If damage to goods can be presumed to have occurred during transport, the buyer must report the damage to: [transportskador@edsbyn.com](mailto:transportskador@edsbyn.com) within seven (7) days of receiving the goods. Attach a copy of the receipt and delivery note with notes on what is damaged (photo on the damage can be attached). Visible damage to packaging / goods must be noted on the consignment note upon receipt of goods. Claimed goods must be available for inspection by insurance companies for three months, from the date of registration. Complaints are handled in accordance with the provisions of the NSAB and CMR Convention respectively. If the notification has not been received in accordance with the above, AB Edsbyverken disclaims all liability in respect of compensation for the damaged goods.

### **15. DAMAGED**

The seller is not obliged to pay any compensation to the buyer for any loss or other indirect damage due to a fault or defect in the goods, in the event of delay in delivery or if the goods had injurious properties. If one party is obliged to pay damages to the other, the damages shall cover only such damage as the defaulting party could reasonably have foreseen at the time of the conclusion of the agreement. Compensation for damage must under no circumstances exceed an amount corresponding to the value of the goods that caused the damage.

### **16. FORCE MAJEURE**

If a party, including a party's subcontractor, is prevented from executing the agreement as a result of an event beyond its control (including but not limited to, strike, fire, flood, extreme weather, natural disasters, war, insurrection, invasion, damage, sabotage, riot, terrorism, embargo, scarcity of means of transport, general scarcity of goods or new legislation) and what event unless reasonably foreseeable at the conclusion of the Agreement, the party is exempt from the obligation to fulfill the Agreement. As soon as the grounds for exemption have ceased, fulfillment in accordance with the Agreement shall resume. Should the fulfillment be postponed on the basis of this paragraph for more than six months, each party shall have the right to terminate the agreement with immediate effect. Parties wishing to claim the grounds for exemption as mentioned above must notify the other party in writing as soon as possible.

Party is not responsible for any damage or loss that may occur as a result of the party's performance being postponed with reference to the above paragraph. Notwithstanding the foregoing, the buyer is always obliged to reimburse the seller for the costs incurred by him in order to secure and / or protect the products on grounds of exemption according to the above paragraph, the buyer does not accept delivery.

### **17. INTELLECTUAL PROPERTY RIGHTS**

No part of the tender, quotation or order acknowledgment includes a transfer or lease of any intellectual property or know-how of any kind. Proposals, sketches, designs, drawings and

other information provided by a party shall remain the property of that party and may not be used without the consent of the party for any purpose other than that for which it was provided under the tender, quotation or order acknowledgment and may not be copied, disclosed to or otherwise disclosed to third parties.

The Buyer shall indemnify the Seller for any damages, claims, costs and expenses arising from infringement or alleged infringement of patents, copyrights, trademark protection, copyright protection or other intellectual property rights that the Seller owes as a result of Seller's compliance with Buyer's instructions, claims, adaptations or specifications regarding the design, design or equivalent of the products.

### **18. ORDER RECOGNITION**

Orders are placed when tenders / quotes are 100% approved by the buyer. It is the responsibility of the buyer to ensure that tenders / quotations reflect the agreed products and prices. For tenders / quotations, prices and conditions apply only to unallocated tenders / quotations. This does not apply to products from Edsbyn's standard range at standard prices with an agreed discount, which can be found in the pricelist or in [my.edsbyn.com](http://my.edsbyn.com). When changing the offered tender / quotation, a new tender / quotation for approval is created before orders are placed.

### **19. CHANGES OF ORDERS**

Cancellations, order changes, changes to drawings or other changes that the buyer wants to make after sent order acknowledgment is valid only if these have been agreed in writing between the parties. It is incumbent on the buyer to carefully check that the content of the order acknowledgment and / or the order receipt corresponds to the order and the order. Notice of order acknowledgment and / or order receipt must be made within 2 working days of the seller sending order acknowledgment and / or order receipt, after which the buyer is not entitled to object to the contents of the order acknowledgment.

In the event of an amended order change, the seller is always entitled to reimbursement for all costs incurred by the seller as a result of this, e.g. but not limited to cancellations with subcontractors, changed delivery plans, etc. If an agreed change in order affects previously agreed delivery plan, the seller is further entitled to adjust the delivery plan. The seller's right to reimbursement of costs and the right to adjust the delivery schedule shall apply regardless of whether the seller has reserved such right or not in connection with the parties having agreed to a change in the order. As far as regarding adjustments in the delivery plan, it is the seller's duty to inform the buyer of the extent of such adjustment as soon as possible after the seller has been notified by his subcontractor.

### **20. PLACE OF PERFORMANCE**

The place of performance for delivery and payment is Edsbyn/Sweden.

### **21. APPLICABLE LAW AND DISPUTES**

Swedish law shall apply.

Disputes arising from these terms shall be finally settled by arbitration in accordance with the Rules for Simplified Arbitration for the Stockholm Chamber of Commerce Arbitration Institute. The seat of the arbitration procedure shall be Stockholm. The Swedish language should be used in the procedure.

We reserve the right to make changes and printing errors in the price list as well as the right to make price adjustments without prior notice.