SALE AND DELIVERY TERMS AND CONDITIONS

2024-06-03

APPLICABILITY AND DEFINITIONS

1. These general terms and conditions for the sale (i.e., purchase, leasing, and rental) of furniture, furnishing articles, other items, and services shall be applied for the sale of the Product and forms an integral part of this Agreement. In the event of a discrepancy between the contents in the Agreement or these general terms and conditions, the contents of the Agreement shall take precedence.

   In conjunction with the lease and rental, in addition to these terms and conditions, a supplemental agreement is drawn up between the Lender (Current financer/finance company if different from the Seller) and the Receiver (the Buyer).

   However, these terms and conditions apply equally to leasing and rentals. In the event of a discrepancy between these terms and conditions and the terms and conditions of the supplemental Leasing respectively Rental agreement, the contents in the current supplemental agreement shall apply.

   With leasing and rentals, the actual payment period cost may differ from the quoted payment period cost depending on a number of factors specified in the supplemental agreement.
2. If the parties after the conclusion of the Agreement agree on additional services or delivery of goods beyond what is expressly stated in the Agreement, these general terms and conditions shall also apply to such additional services and/or goods even if no specific reference to them are made.
3. In these general terms and conditions, the following terms shall have the following meanings:

   “The Agreement” refers to any oral or written agreement between the seller and the buyer regarding the sale of the Product, including appendices and agreed changes and supplements; and

   “The Product” refers to the object and/or services that the seller is to provide under the Agreement.

OFFER, PRICE AND PAYMENT

4. Unless otherwise stated in the seller's offer, this is valid for 15 days from when it is issued. Notwithstanding the preceding, the seller is entitled, at any time during the validity period, to revoke its offer if it has not been accepted.

   For leasing or rentals, the offer is only valid if the current Lender’s credit check of the Buyer is approved.

   The offer is also only valid if the Seller (Senab) succeeds in placing the deal with a Lender, if other than Senab.

   Monthly costs and the residual value may differ somewhat from the offer when the financing is placed with a lender.
5. All prices are delivery Ex Works (INCOTERMS). The costs for shipping, value added tax and other taxes, charges or, as appropriate, customs are in addition to the prices specified in the offer or the Agreement. The price specified in the offer or the Agreement for the Product does not include any inside delivery of the Product or removal of packaging unless this has been expressly stated.
6. The buyer agrees that the seller may buy the Product or part thereof from a supplier in a country other than Sweden. The prices specified in the offer or the Agreement are based on exchange rates and the seller's costs for such purchases. The seller reserves the right to adjust the price in case of changes in the exchange rate.
7. If costs for pallets, pallet collars, unloading, lifts, notifications or other similar costs are incurred by the seller in connection with the performance of the Agreement, the buyer shall be responsible for this in addition to the prices stated in the offer or the Agreement.

   An environmental fee of 1,5 percent of the total value of the goods is levied.
8. Payment shall be made under the payment terms stated in the seller's offer, or any other payment terms as agreed to by the parties in writing.

   The seller invoices items from the day they arrive at the specified delivery address. Services are invoiced on an ongoing basis after work has been completed. The seller has the right to invoice costs for travel expenses.

   A payment schedule containing advance payments may be used. If an advance payment is to be made and the buyer does not pay on time, the seller, after having notified the buyer in writing, is not obliged to fulfil its part of the Agreement until the agreed payment has been made in full and, if applicable, withhold other deliveries to the buyer during the time that the buyer is delayed with the payment.
9. The buyer is not entitled to withhold any portion of the payment for settlement against any claim that the buyer has against the seller.
10. Notwithstanding the terms of the Agreement as regards payment terms, the seller has the right to request advance payment, shorten the payment period, or request immediate security or payment for all of its outstanding claims if (i) the buyer has been delayed for more than fourteen days in paying the overdue portion of the seller's claim (if this amounts to more than one-tenth of the entire credit claim) or, if the delay relates to two or more items due at different dates, (together amounting to more than one-twentieth of the credit claim), or (ii) the buyer through breaching its obligations under the Agreement has compromised the seller's security in the Product. (see also clause 21 below).

    If the parties have agreed that security is to be provided for the delivery or if the seller has subsequently required security for this clause 10 within a certain period of time and if the buyer fails to provide this to the seller, the agreed delivery period shall be extended accordingly. If delivery has already been made in whole or in part, the provisions of clause 21 also apply. Security provided shall be returned to the buyer as soon as the buyer has made full and final payment in accordance with the Agreement. If the buyer has not complied with the seller's request for payment and/or security within the time specified by the seller, the seller is entitled to cancel the Agreement in the affected section.
11. In the event of payment after the due date, the buyer shall pay late payment interest at a rate corresponding to Riksbanken's reference rate plus 12 percentage points.
12. Prices in offers and in the agreement are always per item, unless otherwise expressly stated. In the event that afterwards it is found that the seller's supplier has a standard package or minimum order quantity, the seller is entitled to cancel the Agreement in the relevant part if the buyer does not approve a change to the Agreement in order to adjust the order size and/or price according to the seller's standard package or minimum order quantity.
13. If the agreed payment schedule is adjusted as a consequence of circumstances of the buyer, the seller is entitled to charge the buyer for all extra costs incurred by the seller as a consequence thereof.

CHANGES TO THE AGREEMENT

14. Cancellations, order changes, changes to drawings or other changes of the Agreement that the buyer wishes to make after the conclusion of the Agreement are valid only when these have been agreed to in writing by the parties. It is the buyer's responsibility to carefully check that the contents of the order confirmation and/or order receipt match the bulk order and the specific order.

    Remarks to the order receipt must be made no later than two working days from when the seller has sent the order receipt, which is usually the same as the seller's corresponding deadline in the previous part, after which the buyer is not entitled to object to the contents of the order receipt.

15. In the event of an agreed change to the Agreement, the seller is always entitled to compensation for all costs incurred by the seller as a result thereof, including but not limited to cancellations from subcontractors, modified delivery schedule, etc. If an agreed change to the Agreement affects a previously agreed delivery schedule, the seller is also entitled to adjust the delivery schedule. The seller's right to compensation for costs and the right to adjust the delivery schedule applies regardless of whether the seller has reserved such right in connection with the parties having agreed to a change to the Agreement. As regards adjustments to the delivery schedule, it is seller's responsibility to inform the buyer about the extent of such adjustment as soon as possible after the seller has been notified by its supplier.

16. The seller reserves the right to make minor changes to the Product if this is due to technical manufacturing reasons or a result of the producer having modified the design of the Product.

PRODUCT INFORMATION

17. Information included in the general product information, such as catalogues, brochures and price lists are developed for marketing purposes only and do not form part of the Agreement unless expressly stated.

18. In connection with the delivery, the seller shall, if the buyer requests this in printed or electronic format, provide assembly and maintenance instructions for the Product to the extent these are available from the manufacturer.

TRIAL FURNITURE ARRANGEMENTS, PROTOTYPES, ETC.

19. A trial furniture arrangement may be provided upon special agreement. The buyer shall be responsible for costs for the shipping of the products between the seller's premises, or, if applicable, from the builder's factory or warehouse, and location of the trial furniture arrangement as well as bear the risk in relation to the seller in case the products involved in the trial are damaged or destroyed during the trial period or shipping.

20. The buyer is obliged to pay the seller's reasonable costs for the production of prototypes, trial samples, etc., if this has been requested by the buyer. The buyer's obligations under this section include, for example, costs for the production of specially adapted manufacturing tools and material costs.

OWNERSHIP AND RECOVERY RESERVATION

21. If any part of the payment for the Product is to be made after delivery, the following applies. The product remains the property of the seller until full payment has been made. The parties undertake to cooperate with respect to all measures necessary to protect the Seller's right of ownership and right of recovery, as well as the security in the Product by, e.g., in a physical (though not damaging the goods), electronic or other form making clear to third parties that the items belong to the seller. If the buyer fails to fulfil its obligations under the Agreement, the seller is entitled to immediately recover the Product under the conditions set out in clause 10 above, as well as otherwise provided in Credit Sales Between Undertakings Act (1978:599) or other similar legislation that may replace this.

DELIVERY AND TRANSFER OF RISK

22. Deliveries are made by the Ex Works (INCOTERMS) the manufacturer's factory in accordance with the INCOTERMS applicable upon the conclusion of the Agreement. Unless otherwise expressly stated in the Agreement, all shipments shall be at the buyer's expense and the buyer shall compensate the seller for such shipments in addition to the price specified in the offer or the Agreement for the Product.

23. For the seller's interim storage of the Product, the seller carries the risk during storage, unless otherwise specified in clause 30. The seller shall check the Product upon receipt on behalf of the buyer when the Product has arrived at the seller's warehouse and shall report any shipping damage to the Buyer.

24. During the seller's interim storage, the seller arranges the shipment of the Product from the seller's warehouse to the address indicated by the buyer. Unless otherwise specified in the Agreement, shipping occurs from the seller's warehouse at the seller's risk but at the buyer's expense as stated in clause 22 above.

SELLER'S DELAY IN DELIVERY

25. If the seller finds that delivery will not take place on time, the seller shall promptly notify the buyer. The notification shall include the reason for the delay and, if possible, the time when delivery can be expected. If the delivery delay is due to any circumstance attributable to the buyer, the seller is entitled to a reasonable extension of the delivery time.

26. If the seller is unable to fulfil the delivery at the agreed delivery time, the buyer is entitled to a liquidated damages fine. The fine shall amount to 1.5% of the agreed price for the part of the Product the delay concerns and shall be paid for each commenced period of seven days from the day the delivery should have taken place, and for as long as the delay continues. The maximum fine amounts to 15% of the agreed price for the part of the Product the delay concerns.

27. If the buyer is entitled to the maximum payment pursuant to clause 26 and then demanded delivery in writing within a deadline of at least 14 days, and the seller fails to deliver within such deadline, the buyer is entitled to cancel the Agreement in writing. The buyer's cancellation may not cover more than such part of the Agreement to which the delay relates.

28. If the buyer cancels the Agreement or part of the Agreement having regard to the seller's delay, the buyer is entitled to a price reduction and damages for the direct damage the buyer incurs as a result of the seller's delay insofar as the damage exceeds the resulting fine. The right to compensation does not cover loss of profit, loss of production or sales and other indirect loss. Compensation for damages may never exceed 50% of the agreed price for the part of the Agreement that has been cancelled. Claims for fines and damages must be made within 30 days of the maximum fine having been reached or, where

applicable, from the buyer's cancellation of the Agreement. In case of failure to do so, the buyer loses its right to claim a fine and/or damages due to the delay in question, whereby the claim cannot be relied on for settlement.

THE BUYER'S DELAY IN RECEIVING DELIVERY

29. If the buyer realises that the buyer will not be able to receive the delivery according to the delivery schedule, the buyer shall promptly notify the seller thereof in writing. The notification shall contain the reason for the delay and, if possible, the date when the buyer can instead receive the delivery. If the buyer fails to receive delivery at the agreed time, the buyer is still required to fulfil the agreed payment schedule and pay as if delivery had been made. The buyer is also obliged to compensate the seller for any additional costs that the seller incurs as a result of this in the form of e.g., suspended loading or assembly work, etc.
30. During the period of the buyer's delay, the seller shall provide storage for the Product at the buyer's risk and expense. If the buyer is unable to receive the Product on time, the seller is entitled to a liquidated damages fine. The fine shall amount to 1.5% of the agreed price for such part of the Product to which the delay applies and shall be charged for each commenced seven-day period from the date of delivery and as long as the delay lasts. The fine relates to e.g., the seller's costs of storage and handling. If the seller's actual costs due to 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 Product for the time it is stored due to the buyer's delay only after written request from the buyer and only after the buyer compensates the seller in advance for the cost of such insurance.
31. If the buyer's delay has lasted more than 10 weeks, the seller may in writing require the buyer to receive delivery within a reasonable period of time, which must be at least 14 days. If the buyer fails to receive the Product within the deadline, the Seller has the right to cancel the Agreement in writing with respect to the part of the delivery which could not be fulfilled as a result of the buyer's inability to receive the delivery. If the seller terminates 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 for the part of the Agreement that has been terminated. Claims for fines and/or damages must be made in writing within 30 days from when the maximum fine has been reached or, where applicable, from when the seller cancels the Agreement. In case of failure to do so, the seller loses its right to claim a fine and/or damages due to the delay in question, whereby the claim cannot be relied on for settlement.

ASSEMBLY AND INSTALLATION

32. Unless otherwise expressly stated in the Agreement, assembly and installation of the Product shall be done by the buyer and at the buyer's expense. Assembly and installation are thus not included in the agreed price unless expressly stated in the Agreement. If the parties have agreed that the seller shall perform assembly and installation at a location determined by the buyer, the buyer shall ensure that:

(a) access roads and, where applicable, lifts are available to the seller;

(b) storage and unpacking facilities are at the disposal of the seller;

(c) other work does not prevent or obstruct the installation and that the premises have been cleared for the installation;

(d) the work can be performed by the seller without obstruction in a consecutive manner and during ordinary working hours, i.e., weekdays between 7:00 a.m. and 5:00 p.m.;

(e) the seller has free access to electricity and lighting throughout the installation period;

(f) premises and storage spaces during the installation period are locked and securely equipped with an alarm and keys available to the seller; and

(g) if delivery includes products to be anchored in floors, walls or ceilings, that the load-bearing capacity and construction of these can handle this.

33. The buyer shall compensate the seller for the work and costs incurred by the seller in the event that the buyer fails to fulfil its obligations in clauses 32 (a) - (g) above. In the case of clause (f) above, the buyer is responsible for theft and damage to the site which, regardless of the cause on the part of the buyer or its staff, affects the delivered goods and/or tools intended for the delivery.
34. Provision and connection of electricity, water, sewer or similar wiring/lines are not included in the seller's commitments.
35. If the buyer requests a change or addition to agreed or already completed assembly or installation work, the cost of this must be agreed to and confirmed in writing by the seller before the seller is obliged to commence such work.
36. If, during assembly or installation, it is apparent that additional work is required or should be performed in addition to what was previously agreed on (alteration work), the seller shall promptly obtain the buyer's approval for such additional work. However, in the event that the seller considers that the cost of such additional work to be less than the threshold amount agreed to by the parties, the buyer's prior approval is not required, but the seller is then entitled to perform the work in question but shall immediately inform the buyer of the work performed and the cost thereof. Unless otherwise agreed in writing, the threshold amount shall be one-tenth price base amount.
37. Agreed installation is invoiced on an ongoing basis according to the current hourly rate and per started hour.

SELLER'S RESPONSIBILITY FOR DEFECTS

38. In the event of a defect in the Product, the buyer must report the defect to the seller within 30 days from when the defect is established. All claims must be made in writing with a picture, order number and a short explanatory text.
39. In case of failure to file a claim within the proper time, the buyer loses its right to invoke a claim because of the defect.
40. A defective item may not be returned without having been approved in writing by the seller in advance.
41. The seller is required to remedy any defects in the Product in a manner the seller deems appropriate. If the seller fails to remedy the defect within a reasonable period of time, the buyer may give the seller a reasonable deadline in writing for this, which shall be at least 14 days. If the seller has not yet remedied the defect after such period of time, the buyer is entitled to carry out the necessary repair work at the seller's expense or demand a price reduction corresponding to the defect.
42. If the defect is substantial, the buyer may, notwithstanding clause 40 above, instead cancel the Agreement in writing with respect to such part of the delivery that is defective. If the buyer cancels the Agreement or part of the Agreement having regard to a defect in the Product, the buyer is entitled to a price reduction and damages for the direct damage the buyer incurs as a result of the defect. The right to compensation does not include loss of profit, loss of production or sales or other indirect loss. Compensation for damages may never exceed 50% of the agreed price for the part of the Agreement that has been cancelled.

43. The seller's liability for defects only applies to defects that occur within two years of delivery and due to defects in construction, material or manufacture that existed at the time of the transfer of risk or as provided by the seller's subcontractor's warranty. The Seller's liability further assumes that the Product has been handled in accordance with the applicable handling instructions, that the Product is used properly and for the purpose for which it is intended, that the Product is maintained and that it has not been subject to abnormal wear, that the Product is properly assembled when the assembly is not performed by the seller and that the defect is not due to material or some construction prescribed by the buyer. The buyer further understands that the colouring and texture of textiles, leather and wood may exhibit minor variations depending on the production range and that such variations do not constitute a defect in the Product. For parts of the Product that have been replaced or repaired, the seller has the same liability as for the original Product for a period of two years from the replacement or repair, but not longer than five years from the original delivery of the Product. The provisions above regarding defects in the Product and the seller's liability for defects in clauses 38-43 constitute the parties' complete regulation regarding defects and the penalties the buyer is entitled to claim.

INTELLECTUAL PROPERTY RIGHTS

44. No part of the Agreement includes a transfer or assignment of any intellectual property rights 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 is provided under the Agreement and may not be copied, disclosed or otherwise brought to a third party's knowledge.
45. The buyer shall compensate the seller for any damages, claims, costs and expenses resulting from infringement or alleged infringement of a patent, copyright, trademark protection, design protection or other intellectual property rights committed by the seller arising from the seller having followed the buyer's instructions, requirements, adaptations or specifications regarding the style, design or similar of the Product.

FORCE MAJEURE

46. If a party, including a party's subcontractor, is prevented from fulfilling the Agreement as a result of an event beyond its control (including but not limited to strike, fire, flood, extreme weather, natural disaster, war, insurrection, invasion, damage, sabotage, riot, terrorism, embargo, shortage of means of transport, general shortage of goods or new legislation) and which event could not reasonably be foreseen upon the conclusion of the Agreement, the party is exempted from the obligation to fulfil the Agreement. As soon as the grounds for exemption cease, fulfilment in accordance with the Agreement shall resume. Should the fulfilment be postponed pursuant to this clause for more than six months, each party is entitled to terminate the agreement with immediate effect.
47. A party wishing to claim exemption pursuant to the above shall promptly notify the counterparty thereof in writing.
48. A party is not liable for damage or loss that may arise as a result of the party's fulfilment being postponed in accordance with Sections 45-46 above. Notwithstanding the foregoing, the buyer is always obliged to compensate the seller for the costs it incurs in order to secure and/or protect the Product if the grounds for exemption pursuant to clause 46 prevent the buyer from receiving delivery.

APPLICABLE LAW AND DISPUTES

49. Swedish law shall apply to the Agreement.
50. Disputes arising from the Agreement shall be settled by arbitration in accordance with the Rules for the Simplified Arbitration of the Stockholm Chamber of Commerce Arbitration. The seat of arbitration shall be Stockholm. The language of the arbitration shall be Swedish. Notwithstanding the foregoing, the Seller is always entitled to take legal action at the Swedish Enforcement Authority or an ordinary court regarding claims that are uncontested or if the dispute is apparently under 10 price base amounts.