



GENERAL TERMS AND CONDITIONS

1 Background

- 1.1. These general terms and conditions (the "General Terms") describe the terms and conditions that apply to SP's sale of the Products when they are provided to the Customer.
- 1.2. The General Terms and Conditions also apply to any additional services unless SP has provided other terms for these, or the Parties have agreed otherwise.
- 1.3. The General Terms and Conditions form an integral part of the quotation and order of goods entered into by SP and the Customer.

2. Order terms

- 2.1. When the Customer has placed an order, SP sends a confirmation of the order to the Customer's specified e-mail address. An order becomes binding on SP only when it has been confirmed by SP in accordance with this paragraph 2.1.
- 2.2. When the ordered Products are dispatched from SP (the "**Delivery Date**"), SP will send a delivery confirmation to the Customer's specified e-mail address.

3. Prices and payment terms

- 3.1. The Customer shall pay the prices for the Products stated in the quotation or otherwise agreed between the Parties.
- 3.2. Unless otherwise stated in the quotation, SP has the right to invoice the Customer on the Delivery Day with payment terms of ten (10) days from the invoice date.
- 3.3. If the Customer's payment of the issued invoice is late or incomplete, SP is entitled to interest on arrears in accordance with the Interest Act (1975:635), reminder fee and/or collection fee in accordance with applicable laws.
- 3.4. In the event of late payment, SP also has the right to withhold delivery of Products to the Customer, demand that acceptable security is provided, change payment terms and any credit limit.

4. Delivery

- 4.1. For Products that SP has in stock, orders by the Customer made on working days before 11.00 am are sent by SP the same day. If such an order is made by the Customer on working days after 11.00 a.m., the Product will be sent by SP the following business day. For ordering

Products that are not in stock, SP states an estimated Delivery Day in connection with SP confirming the Customer's order.

- 4.2. SP's shipments are sent with terms and conditions DAP according to INCOTERMS 2020 to the Customer's address or the address specifically stated by the Customer when ordering.
- 4.3. Notwithstanding what is stated above in clause 4.3, SP has the right to invoice the Customer for the shipping costs according to what is stated in the offering or otherwise what the Parties have agreed.
- 4.4. If the delivered quantity of Products deviates from the quantity ordered by the Customer, the Customer shall promptly, but no later than within five (5) working days, notify SP thereof. In addition, if damage is discovered that can be assumed to have occurred during transport, such damage must be immediately reported to the carrier and noted in the shipping document and promptly, but no later than within five (5) working days, notify SP in writing of such damage. If the Customer fails to make a complaint in accordance with what is prescribed in this section 4.4, the Customer loses its right to invoke the deviation or damage.
- 4.5. If the Customer fails to receive the Products at the agreed delivery time, the Customer is nevertheless obliged to pay for the Products and any other costs incurred by SP, such as for shipping. Furthermore, SP shall arrange for the storage of the goods at the Customer's risk and expense. In the event of failure as provided for in this paragraph 4.5, SP shall, if SP wishes, instead have the right, but not the obligation, to cancel the purchase.
- 4.6. All delivery times specified by SP constitute SP's best estimate of the estimated delivery date. If SP has reason to believe that delivery cannot take place on the estimated delivery date, SP shall notify the Customer thereof and when delivery is expected to take place.
- 4.7. If a delivery is delayed more than one (1) month, in relation to the initially estimated delivery time, the Customer may request delivery in writing within a reasonable and final deadline which shall not be shorter than one (1) week. If SP is unable to deliver within the requested time, and this is not due to any circumstance beyond SP's control, the Customer has the right to cancel the order for the delayed Products. The Customer's right to

cancel the order for the delayed Products in accordance with this clause 4.7 constitutes the only penalty that the Customer is entitled to claim in the event of delayed delivery.

5. Faulty Products

- 5.1. SP makes no warranties beyond the warranties that the Manufacturer for each Product has issued for the specific Product.
- 5.2. SP is never responsible for errors that are due to the Customer, or anyone else on behalf of the Customer, not having followed SP's or the Manufacturer's care instructions or instructions or for errors caused by improper handling, incorrect installation or neglected maintenance, changes to the Product made by the Customer, or anyone else on behalf of the Customer, as well as normal wear and tear.
- 5.3. If the Customer discovers a defect in the Product, the Customer shall without delay complain about such error to SP. SP is only responsible for errors that existed at the time of delivery.
- 5.4. SP undertakes, at its option, to replace or repair the faulty Product, make an additional delivery, deliver an equivalent Product or credit the Customer for the faulty Product. The parties may also agree that the Customer shall instead be granted a price reduction.
- 5.5. When returning the faulty Product, the Customer shall follow SP's guidelines for return and complaint handling at any given time, unless otherwise specifically agreed between the Parties.

6. Repurchase

- 6.1. Repurchases and returns, notwithstanding item 7, Faulty Products and item 5, Product damage, is not accepted by SP.

7. Product damage

- 7.1. SP is only liable for damage caused to a person or other property by the Products if such liability is imposed on SP in accordance with the Product Liability Act (1992:18).
- 7.2. The Customer shall immediately and in writing inform SP of all product liability claims made against the Customer and shall process all such claims in accordance with SP's instructions.