

# TERMS AND CONDITIONS OF SALE

1 Feb 2023



## General terms and conditions

### Introduction

These general terms and conditions of sale apply to the delivery of Products by Axel Larsson Maskinaffär AB, company registration no. 556057-5036, and they constitute an integral part of the agreement between you as Buyer and Axel Larsson Maskinaffär AB as Seller.

### Definitions

In these general terms and conditions of sale the following terms are defined as follows:

The term “**Product**” refers to every Product, material or item of goods (according to article number) which the Seller at one time or another offers for sale within a particular Product group and within the terms of a **valid standard contract**. In addition to what is laid down in these general sales terms and conditions the standard contract NL 09 shall apply unless it has been agreed otherwise. In the event of a clash between the contents of the present general sales terms and conditions and the NL 09 (or any other agreement) these general terms and conditions shall have precedence.

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## Terms and conditions of transport

### Delivery clause

Unless otherwise agreed the applicable terms are Free Carrier – FCA in accordance with Incoterms 2010.

### Direct deliveries

If the Seller and the Buyer have agreed that delivery should be carried out by the Seller or by a carrier engaged by the Seller, directly to a plant, a workplace or a project, the Buyer shall inform the Seller or the carrier (whichever most appropriate) regarding special circumstances such as accessibility, facilities for the reception of goods, facilities for the storage of goods and other circumstances of importance to the correct execution of the delivery.

### Shipping fee / Small order supplements

Unless otherwise agreed the following terms apply:

A small order supplement of SEK 350 will be charged for all orders with a net value of less than or equal to SEK 2'000.

### Packaging and exchange of pallets

Packaging reuse is charged in accordance with the following pricelist:

Pallet and collar	Price (SEK)
Full-size pallet	424 kr
Half-size pallet	127 kr
Collar full-size pallet	403 kr
Collar half-size pallet	318 kr
Lid full pallet	120 kr
Lid half pallet	110 kr
<b>Cases</b>	
200x150x100	21 kr
305x240x200	42 kr
390x290x310	63 kr
600x400x350	106 kr
785x585x690	110 kr
Letter (Jiffy)	27 kr

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## Certificates

### Charges for certificates, attestations and testing.

Charges for test certificates are as in the following price list.

Type of certificate	Price (SEK)
Certificate PED, ATEX	360 kr
Certificate NACE, EAC, SIL	360 kr
Certificate 2.1, 2.2	360 kr
Certificate 3.1	700 kr
Declaration of Compliance	700 kr
Certificate ISO 23553	1250 kr
Certificate of origin	2675 kr
Hourly rate charge	1020 kr
Certificate from external controller	1.1 x actual cost

If the Buyer, when placing an order, requests a certificate, the Seller will charge the Buyer in accordance with the list above. If the request is made at a later time an additional charge of SEK 375 will apply for each certificate/attestation.

## Pricing

### Applicable price list

Unless otherwise agreed the Buyer shall pay the price for the Product, whichever it may be, in accordance with the price list issued by the Seller and current on the delivery date of the relevant Product to the Buyer. Prices are based on current rates of exchange and prices of raw materials. Axel Larsson Maskinaffär AB reserves the right to alter prices when significant changes in exchange rates and in the price of raw materials occur. The currently valid price list is at present published at [www.axel-larsson.se](http://www.axel-larsson.se).

### Rebates

Any rebates on the prices in the valid price list will be set out in the contract between Buyer and Seller and in the accompanying rebate statement. No rebates apply to Products that are listed with net prices.

### Value Added tax

All prices are exclusive of Value Added Tax unless otherwise expressly stated.

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## Payment

Payment terms are 30 days net from date of invoice. Payment shall be received by the Seller not later than the due date. In the event of late payment interest will be charged on the arrears at the prevailing reference rate established by the Riksbank plus 8%.

Reminders of payment, if any, will entail a statutory charge of at present SEK 60.

## Invoice charge

There is no charge for invoices issued via E-mail or EDI. Printed invoices will be charged to the Buyer with an amount of SEK 50 per invoice.

## Rules governing returns

### Applicability

This section regulates the right of the Buyer to return goods in other cases than that of defective goods. Defects in goods are regulated in the applicable standard contract or by what has otherwise been agreed regarding the Seller's liability for defects.

### Preconditions

Every return must be preceded by an agreement between the Buyer and Seller. The Seller will accept the return of goods if the Buyer can verify by reference to an order, invoice or delivery note where and when the Product was purchased. The return of Products that are not stocked by the Seller may only take place once the return has been accepted by the Seller's supplier.

Moreover, if the Buyer is to be entitled to return a certain Product (right to return goods) it is required that

- The Product was purchased from the Seller
- The Product is in pristine condition and is in its original and undamaged packaging; the Products that are returned make up one single consignment, each article being packaged individually in cartons or bags and otherwise wrapped and packaged in such a manner as to prevent damage during transport.

### Time limit

The right to return goods is subject to a time limit and a return must take place within one (1) year after the delivery of the goods to the Buyer.

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## Deduction for return of goods

Unless otherwise agreed the following deductions apply in the case of returns:

- A deduction of 30% calculated on the original invoiced price of the delivered Product.
- In addition, in the case of Products that are not stock articles (goods from sub-suppliers), the Seller is entitled to make a further deduction equal to the sum the Seller pays as a return deduction to the Seller's supplier plus the cost of the return freight for return delivery from the Seller to the Seller's supplier.

## Products not accepted for return

The following Products are not accepted for return by Axel Larsson Maskinaffär AB:

- Consumables (for example, screws, bolts etc.) in packages with a broken seal.
- Products for which the total value of the return order is less than SEK 500.
- Products that have been adapted to Buyer specification, for example, specially constructed valves or instruments, truncated tubing.
- Products for which the 'use-by' date or corresponding time limit has been exceeded.

## Handling of returns

If the Seller chooses to approve the return of a certain Product despite the limitations imposed above the Seller is entitled to charge SEK 450 per hour for sorting and cleaning.

If the Seller does not approve a particular return, the Buyer will have, within five (5) days, the opportunity to either:

- free of charge collect the Products in question at the Seller's return warehouse, or
- request that the Seller return the Products in question on condition that the Buyer pay a return fee of SEK 500 per Product and compensate the Seller for the return freight.

Returned goods which are not collected will be scrapped by the Seller and the Buyer will be charged the Seller's actual costs for such scrapping but not less than SEK 500 per Product.

## Return of dangerous goods

All Products which consist of or contain chemicals flagged with a danger symbol and/or a UN number shall be packaged and marked in accordance with ADR and be dispatched separately from other goods.

## Liability

The Seller is not liable in respect of damage or loss caused by a Product to a person or to property, or the consequences of such damage or loss if the damage or loss occurs when the Product is in the possession of some party other than the seller. The Buyer shall indemnify the Seller insofar as the Seller incurs liability towards a third party in

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respect of such damage or loss for which Axel Larsson, as Seller, under this clause, is not liable.

If a third party presents a claim to the Seller or the Buyer as a result of damage to a person or to property, the other party shall be notified thereof immediately in writing.

## **Limitation of liability**

The Seller is not liable for indirect damages or indirect loss such as, but not limited to, loss of profit, loss of Production or loss of goodwill, and the total liability of the Seller shall not exceed the total purchase price of the Products as laid down in the contract between the seller and the Buyer. The Buyer is not entitled to claim the validity of the consequences of other damage or loss that are not expressly included in the contract between the parties. To avoid misunderstandings the limitations of liability contained in this section shall not mean that the liability of the Seller will be extended if the liability of the Seller is limited further by some other regulation in the contract between the parties (including the applicable standard contract).

## **Personal data**

The personal data policy of the Seller is currently published at [www.axel-larsson.se](http://www.axel-larsson.se)