

TILLQUIST GROUP AB – TERMS OF SALE

Applicability

These terms and conditions of sale ("Terms of sale") apply to offers, quotations, orders, and deliveries of products from Tillquist Group AB (556125-1942) ("Supplier"), unless otherwise agreed with the customer ("Customer"). Any deviations from these provisions must be agreed in writing to be valid.

These terms of sale, together with the contract and the order confirmation, constitute the complete agreement ("Agreement") between the supplier and the customer. The customer's terms and conditions, printed on orders or otherwise communicated to the supplier, shall not be part of the agreement.

Orders and order confirmation

The supplier becomes bound by an order from the customer ("Order") once this has been accepted and the order confirmation has been sent to the customer ("Order Confirmation"). Order confirmation is normally sent within five (5) working days after received order, by e-mail, or post. Specified delivery day refers to the day the product is shipped from the supplier. The customer shall immediately notify the supplier of any errors in the order confirmation – e.g. stated price, delivery date etc. The supplier reserves the right to correct errors in the order confirmation. In the event of errors or deviations in the order confirmation, it is the responsibility of the customer to report the error within one (1) working day from the receipt. Failure to make such a complaint within the specified time means that the customer has lost its right to object to the order confirmation, including these terms of sale. The supplier has the right to adjust the delivery date. In the event of a change in the delivery date, the customer will be notified with an updated order confirmation. The supplier is not responsible for the suitability of ordered products in the customer's application unless otherwise agreed in writing. Our technical support will assist with technical support and help in selecting the right products if necessary.

Terms of delivery

The supplier delivers products with the delivery terms Ex Works Kista, Sweden (according to Incoterms 2020). The supplier will assist in arranging shipping if the customer does not choose their own carrier. In cases where the supplier arranges freight, the freight cost will be added to the invoice. Partial deliveries can be made if so agreed. Each partial delivery will be invoiced separately.

Prices

Agreed prices are stated in SEK, exclusive of VAT and other fees. Prices are quoted in sales units, unless otherwise stated. Prices quoted in offers or quotations are valid for 30 days unless otherwise agreed in writing. Prices quoted in price lists are valid for a maximum of six (6) months from the date indicated, unless otherwise agreed in writing. The supplier reserves the right to adjust prices at the time of invoicing due to circumstances beyond our control in the following cases: a) Changes in exchange rates as described in the section Currency clause below b) Changes in the cost of purchased materials and/or components and/or products as described in the section Price change below. For orders below a total order value of 1000 SEK, a small order fee of 250 SEK will be charged

Currency clause

In the case of sales with a currency clause, the following applies: the offer, quotation, agreement, or order confirmation indicates the relevant currency and the base rate. Invoicing rate is the exchange rate on the date of invoicing. The source of the invoicing rate is the Swedish Central Bank's exchange rate, which is published on the bank's website. For the calculation of the currency-adjusted invoice amount, the following principles apply

1. If the Invoicing Rate is higher than the Base Rate, the invoice is adjusted if the difference is 1.0% or more. Amounts less than 250 SEK are not adjusted.
2. If the Invoicing Rate is lower than the Base Rate, a deduction is made if the difference is -1% or greater. Amounts less than 250 SEK are not adjusted. Difference in % is calculated as follows (Invoicing rate/Base rate - 1) X 100 = Difference in %.

Price change

The supplier reserves the right to adjust the price of ordered products not yet invoiced, if the reason for the price adjustment is due to factors beyond our control. Factors affecting prices include changes in the cost of purchased materials, components, products, fuel, energy, customs and freight. If the supplier is forced to adjust the price of an ordered product not yet invoiced, the supplier shall inform the customer in writing by e-mail.

Packaging

Packaging and packaging materials are not included in the stated product prices.

Terms of payment

Payment in advance, or after credit check, 30 days net. Notes on invoices must be made within five (5) working days of the date of issue of the invoice. Interest for late payment will be charged after the due date in accordance with applicable law.

Late payment

A reminder fee and a claim fee are charged in accordance with the "Act on compensation for collection costs etc." (SFS 1981:739). In the event of payment after the due date, interest for late payment will be charged at the reference rate set by the Swedish Central Bank in force at the time, plus eight (8) percentage points.

If the customer is in default of payment more than 30 days after the supplier has requested the customer to pay the amount due, the supplier may, by written notice to the customer, terminate the agreement in its entirety. If the supplier cancels the agreement, the supplier is also entitled to compensation for direct and demonstrable costs resulting from the cancellation.

Receipt and acceptance of product

It is the customer's responsibility to check the product as soon as possible after delivery to the customer's designated address. A delivery is deemed to be accepted by the buyer if no complaints or remarks have been made to the supplier within five (5) working days after the delivery date. If, upon receipt of the goods, it appears that the goods may have been damaged during delivery, it is the responsibility of the customer to notify the carrier and the supplier immediately.

Reservation of title

The supplier reserves the right of ownership of the goods sold until they are fully paid for. If the customer is late in payment and has not paid in full despite a reminder, the supplier reserves the right to cancel the purchase and take back the products at any time as long as the delay persists. Until the purchase price has been paid in full, the customer undertakes to keep the products insured, take care of the products, not to modify, sell, lend or otherwise dispose of the product without the supplier's written consent.

Digital Solutions

The supplier offers digital tools to help users save time, improve quality, optimize design, construction solutions or configurations of devices. These tools may consist of online or stand-alone software for technical designers, installers, procurement, etc. This software, all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall hereinafter jointly be defined as the "Digital Solutions".

Customer acknowledges that Digital Solutions are owned and provided by the supplier. The supplier is responsible for the maintenance and management of the Digital Solution, whether directly or through sub-suppliers. The supplier remains the supplier of all services related to Digital Solutions.

Customer also acknowledges that all the intellectual property rights contained in the Digital Solutions belong to the supplier, that the Customer may only use Digital Solutions in accordance with the Agreement and that the Customer may not sub-assign rights to Digital Solutions.

The Customer further acknowledges that Digital Solutions remain help-tools and therefore the supplier shall not be held responsible for any errors or bugs coming from Digital Solutions or any error or misuse from users.

Immaterial rights

Each party shall continue to own its intellectual property existing at the time of entering into this agreement. In addition, each party shall own all rights, including ownership and interests, in intellectual property that it independently develops during the term of the agreement. "Intellectual Property" includes trademarks, trade secrets, copyrights, registered and unregistered design rights, drawings, designs, diagrams, specifications, plans, and any documents or materials and any designs therein, concepts, data, developments, improvements, information, inventions, processes, techniques, technology and tools. The supplier obtains and retains all rights, including title and interest, to intellectual property developed exclusively and specifically in accordance with an order confirmation.

Warranty

The product is covered by a warranty of one (1) year from the date of delivery. The warranty covers defects in materials or workmanship which cause the product not to conform to the product specification. The warranty does not cover defects or damage to the product resulting from improper use, misuse, incorrect power supply, electrical power interference, corrosive environments, normal wear and tear, lack of maintenance, abnormal external influences, or negligence. Furthermore, the warranty does not apply if the product is installed or used in violation of the instructions or restrictions prescribed in the product documentation (specification, manual, product sheet) or any other applicable standard or regulation. The supplier will replace a defective product covered by warranty in the first instance with a repair or replacement product. If the repair or replacement cannot be carried out without unreasonable additional cost or within a reasonable time, the supplier is also entitled to replace the defective product with a credit to the purchase price of the product.

Damage to property

The supplier is not liable for damage caused by the product to real or personal property or the consequences of such damage.

The supplier is not responsible for any settlements the customer may have with third parties in respect of direct or indirect damage, warranty claims or damages for delayed or defective delivery, manufacturing defects and warranty errors.

Complaints

It is the responsibility of the customer to check the arrival of the goods for defects, transport damage or incorrect dispatch. If the goods are damaged on delivery, the customer must notify the carrier and the supplier within five (5) working days of receipt.

All complaints must be reported immediately in writing to the supplier with a clear description of the cause of the complaint and reference to the order number. Customers wishing to complain and return a product must first contact the supplier to agree on the return and thereby obtain a return number. In case of return, the return number must be clearly indicated on the shipping documents and a copy of invoice must be attached. The supplier is not responsible for returns that have not been agreed upon or returns that do not have a return number. Agreed returns must be returned in undamaged conditions and in undamaged original packaging.

Liability for defects

If there is a defect in the product for which the supplier is responsible, the supplier undertakes, at its own discretion, to remedy the defect by repair or replacement delivery or to refund the purchase price.

Service and repair

Unless a separate service agreement has been made, service and support for delivered products is offered on an ongoing basis. Service agreements are offered on request.

Force majeure

If the supplier is prevented from fulfilling this agreement by circumstances beyond the supplier's control which could not reasonably have been anticipated at the time the agreement was entered into and the consequences of which the supplier could not reasonably have avoided or overcome, or by the supplier's subcontractors being prevented from fulfilling their deliveries due to circumstances specified herein, this shall constitute grounds for exemption entailing postponement of the date of performance and exemption from penalty payments and other sanctions. This applies regardless of whether the cause of the delay occurred before or after the agreed delivery date. Exempting circumstances under this section include but are not limited to strike, lockout, blockade or other labor dispute, fire, natural disaster, war, epidemic or pandemic, trade and currency restrictions, riot and civil commotion, shortage of transportation, general shortage of goods, disruption of electricity supply, import ban or other governmental order or action preventing performance.

Other

Other terms and conditions are defined by the General Delivery Conditions IML 2009.

If any provision of the IML 2009 conflicts with any provision of these Terms of Sale, the provision of these Terms of Sale shall prevail. However, the provision of the IML 2009 shall still apply to all parts that do not conflict with the provision of these Terms of Sale.

The relationship between Supplier and Customer is exclusively that between Supplier and Customer. The Customer may not act on behalf of the Supplier or appear to be the Supplier's agent or representative vis-à-vis third parties.

The Customer may not transfer any rights without the Supplier's prior written consent. A transfer without such approval shall be deemed null and void and of no legal effect.

If any provision of these terms of sale is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be construed and applied as if the invalid provision had never been made.

The failure of either party to enforce at any time any provision of these terms of sale shall not be construed as a waiver of the right to enforce that provision, or any other provision, at a later time.