

# AHSELL'S GENERAL TERMS AND CONDITIONS OF SALE

## General

**Introduction.** These General Terms and Conditions of Sale ("**General Terms and Conditions**") apply to all deliveries of Products (as defined below) from Ahsell Sverige AB, company reg. no. 556012 – 9206 ("**Ahsell**"), and therefore constitute an integral part of the agreement (the "**Agreement**") between you as a buyer (the "**Buyer**") and Ahsell in connection with the purchase of Products from Ahsell. Commencing on the date stated below, these General Terms and Conditions supersede all previously applicable general terms and conditions of sale. Ahsell reserves the right to modify these General Terms and Conditions of Sale at any time for publication on Ahsell's website (www.ahsell.se), upon which such modified General Terms and Conditions will take immediate effect. All purchases of Products must be for Buyer's professional use.

**Definitions.** In these General Terms and Conditions of Sale, the following terms shall mean as stated below:

"**Category**" means the categories used by Ahsell from time to time for the division of Products in its range, such as Electricity, Technical insulation, Cooling, Ventilation, Tools, PPE and Supplies, HVAC and Sanitation, and Construction.

"**Non-Stocked Product**" means any Product other than a Stocked Product and Listed Product which are specifically sourced and/or adjusted for the Purchaser upon request by the Purchaser which may include a combination of Non-Stocked Products and Stocked Products.

"**Listed Product**" means any Product which has an article number in Ahsell's system.

"**Product**" means every item, material, or product acquired by the Buyer from, or through, Ahsell and any related services, if applicable.

"**Stocked Product**" means any Product which has a storage location in Ahsell's warehouse system.

**Applicable industry terms and conditions.** Industry terms and conditions applicable to the Category in which the Product in question is included ("**Industry terms and conditions**") supplement these General Terms and Conditions of Sale as follows:

Category	Industry terms and conditions
Electricity	ALEM 09
Technical insulation	NL 09
Cooling	NL17 with supplement KYLA 20
Ventilation	NL 09 with supplement VU 13
Tools, PPE (Personal Protective Equipment) & Supplies*	NL 09
HVAC and Sanitation	AA VVS 09
Construction*	ABM 07 supplementing the General conditions for the purchase of goods intended for commercial construction activities (ABM07)

\* NL 17 applies to Fittings in the Construction Range and Fasteners in the Supplies Range.

For copyright reasons, Industry terms and conditions are included in these General Terms and Conditions of Sale by reference. See the "Special terms and conditions – Category" section for range specific terms and conditions for each Category.

**Contract documents.** In the event of conflicting information or regulations, unless otherwise specifically provided, the documents will take precedence in the following order:

1. the specifically drafted agreement between the parties, where applicable;
2. these General Terms and Conditions of Sale;
3. applicable Industry terms and conditions.

**Authorisation.** As the Buyer is liable for payment for all purchases made with the stated customer number, the Buyer shall inform Ahsell of changes in authorizations and delete authorizations that no longer belong to the Buyer's organization. When making a purchase, the Buyer's representative must be able to identify himself and provide the customer number (but Ahsell is not liable in the event of verification failure), and the Buyer is responsible for ensuring that login information and access cards etc. to Ahsell's on-line store, apps, EDI/similar systems and 24/7 stores, does not fall into the hands of unauthorised parties. The Buyer is responsible for all purchases made by persons provided with login information and access cards etc to Ahsell's on-line store, apps, EDI/similar systems and 24/7 stores and that such persons adhere to Ahsell's store-access rules. Ahsell may deny a representative from buying where the representative is unable to show authorisation. Ahsell is entitled to close a customer account if the Buyer has not traded for a period of at least 24 months.

## Pricing

**Applicable price list.** Ahsell's price list applicable at the time of each delivery shall apply (regardless of previous price indication). Statutory value added tax will be added. Ahsell reserves the right to adjust agreed prices due to changes in currency exchange, production, raw material, or shipping costs. Ahsell reserves the right to make price adjustments as necessary due to changes in applicable duties, e.g. environmental charges. Alloy surcharges applicable to stainless steel Products will be added at the time of delivery.

**Discounts.** Any discounts in relation to the applicable price list are stated in the Agreement.

**Payment.** Payment must be made within 30 days from the date of invoice. In the event of delay in payment, interest on arrears is payable in accordance with applicable reference interest rate plus 13 percentage points. Notwithstanding any time limitations set out in the Industry terms and conditions, Ahsell's right to issue an invoice shall not be precluded.

**Other terms and conditions of payment.** Ahsell is entitled to determine and change the Customer's credit limit. Additionally, Ahsell may request advance payment, set off outstanding credits, or cancel the Buyer's account, or cease to deliver under the Agreement where the Buyer is bankrupt, or under company reorganisation, has suspended its payments, has on repeated occasions made late payment or failed to pay its invoices, or if there is otherwise cause to believe that the Buyer is insolvent, or in breach of the Agreement in any other way.

## Terms and conditions of delivery

**Shipping and receipt.** The following applies unless otherwise agreed: (i) in connection with standard delivery of a Stocked Product or a Listed Product, Ahsell's shipping fee applicable at the time of shipping is charged; and (ii) in connection with delivery of a Non-Stocked Product or bulky material, the actual shipping cost is charged. Unless otherwise agreed, risk of loss for the Products will pass to the Buyer upon delivery of the Products.

Unloading takes place from the side of the vehicle to the dock or ground at the spot designated by the receiver. Unloading is carried out by the person operating the car and the receiver provides necessary assistance. We reserve the right to invoice the Buyer for any additional costs in the event the receiver is unable to provide necessary assistance with unloading, or the unloading time is materially exceeded.

**Environmental charge, small orders.** A charge of SEK 150 is imposed for order values to the same delivery address per day with a total net value of less than SEK 500 excluding VAT. The charge is not imposed for in-store purchases.

**Packaging, load carriers, and cable drums.** Prices quoted on the price list below include customary, disposable packaging. Other packaging, load carriers, or cable drums are charged in accordance with a price list. Special terms and conditions applicable to cable drums are provided on Ahsell's website (www.ahsell.se).

The Buyer may return packaging (other than disposable packaging) and load carriers, upon which set-off against the invoiced amount is made, less any deductions from refunds. However, crediting only takes place after Ahsell has confirmed that the packaging or the load carrier was free from defects when received by Ahsell.

**Unloading without receipt.** Ahsell, or a carrier hired by Ahsell, reserves the right to offload goods without receipt in the event the receiver is not at the prescribed place of delivery or does not answer the telephone.

## Provisions regarding returns

**Terms and conditions for returns.** A Product returned without prior agreement will not be accepted by Ahsell or the manufacturer. The following terms and conditions apply to returns:

- Returns must be notified via the Online Service *Retur & Reklamation* (available at Ahsell's website www.ahsell.se) (which shall not apply for Products acquired in stores);
- Products acquired in a store shall be returned in the same store where the Product was acquired;
- The Buyer can prove that the Product was sold by Ahsell (by invoice number or delivery note number);
- The Product is unused and in its original, undamaged packaging;
- The total purchase price of the Product or Products is greater than SEK 500, excl. VAT;
- The Buyer's request to return is made within six (6) months of delivery of the Product by Ahsell; and
- with regards to a Non-Stocked Product, (i) the manufacturer of the Product approves the return in advance in accordance with the manufacturer's returns policy, including terms and conditions for deductions from refunds, and suchlike; and (ii) returns may not be made via the Online Service *Retur & Reklamation* but only via the Buyer's Ahsell contact.

**Products which may not be returned.** The following Products are not covered by the right of return and may not be registered in the Online Service *Retur & Reklamation*:

- Any Product that is processed (for example, but not an exhaustive list, clothes printed to suit the customer, cut cables, pre-mounted radiators, electric fittings with light wiring, light sources, and mounted control cabinets);
- Other non-returnable Products (for example, but not an exhaustive list, Products adapted for customers, chemical products, open-dated Products, clothes (excluding shoes), refrigerants).

**Deduction from refunds.** For approved returns, the Buyer is credited the purchase price paid less a deduction comprising the Deduction from refunds and an Administrative Fee:

- **Deduction from refunds:** 20% of the returned Product's purchase price provided the Buyer can provide the invoice number or order

number. Otherwise, the deduction from refunds amounts to 35%. This deduction from refunds shall not apply for Products acquired in stores.

- **Administrative Fee:** (i) SEK 250 per return (incl. shipping) for returns via the Online Service *Retur & Reklamation*; and (ii) SEK 100 per return for returns via the Online Service *Retur & Reklamation* where the Product is returned to a store.
- A Deduction from refunds is not made, nor an Administrative Fee charged, on returns due to error on the part of Ahsell (for example, delivery of the wrong Product, wrong number of Products or suchlike). Returns shall be made via the Buyer's Ahsell contact.
- The Buyer will be invoiced a fee of SEK 500/hr. for the actual labour costs involved in handling and cleaning a returned Product which is unsorted, has no specifications, and/or is dirty, but which is nevertheless accepted by Ahsell. For returns which have not been approved by Ahsell or the manufacturer, but which the Buyer has nevertheless sent to Ahsell or the manufacturer, the Buyer will be invoiced a fee of SEK 500 for re-return or destruction.

## Provisions regarding complaints

**Receipt inspection.** In connection with delivery of Product, the Buyer must carry out verification of the quantity against the delivery note and inspect the delivery for deficiencies or visible defects. In connection with unpacking, installing or assembling the Product, or in any other case prior to using it, the Buyer must also carry out a careful inspection of the Product in order to identify any deficiencies or defects. Ahsell is not liable for deficiencies or defects that should have been discovered during the above-stated inspections and of which Ahsell was not notified within five (5) business days from the time when such inspections were, or should have been carried out.

**Complaints.** Notification of Complaints must be made in writing via the Online Service *Retur & Reklamation* (available on Ahsell's website [www.ahsell.se](http://www.ahsell.se)) in accordance with the terms and conditions stated on Ahsell's website, within the period of time prescribed in the applicable Industry terms and conditions, or otherwise directly after the delay, the defect or deficiency was discovered, or should have been discovered. In other respects, with regards to complaints regarding delays, defects or deficiencies in a Product, Special terms and conditions below for the Category in question, and the Industry terms and conditions applicable to the Category in which the relevant Product is included, are applicable subject to the modifications which follow from these General Terms and Conditions of Sale.

## Liability

**Liability for delays, defects, and deficiencies.** Ahsell's liability for delays, defects and deficiencies in a Product, and the remedies available to the Buyer as a consequence thereof, follow from the Industry terms and conditions applicable to the Category in which the relevant Product is included, subject to the modifications which follow from these General Terms and Conditions of Sale. The Buyer must reach an agreement with the responsible salesperson at Ahsell prior to taking troubleshooting and rectification measures. If the Buyer begins searching for the error themselves, where applicable in accordance with Industry terms and conditions, the Buyer is entitled to be reimbursed for the costs for troubleshooting, but only where the Buyer has given Ahsell prior opportunity to provide troubleshooting instructions.

**Limitation of liability.** Ahsell shall at no time be liable for indirect damage, costs, or losses (such as, but not limited to, loss of profit, loss of production, or loss of goodwill). Ahsell's total liability will at no time exceed (a) the amount limits provided for in the Industry terms and conditions applicable to the Category in which the relevant Product is included; or (b) 10% of the Product's net price where no such provision regarding amount limits has been made.

**Liability in relation to booked unloading service.** Through the engagement of subcontractors ("**Carriers**"), Ahsell offers unloading of ordered Products at a certain time, agreed at the time of booking, with a time window of +/- 30 minutes (the "**Service**"). There is a delay when ordered Products arrive 60 minutes after the agreed time. Compensation for delay is conditional upon a complaint being immediately made and where, in the opinion of Ahsell or the Carrier, damage can be proven, and the delay is not due to a customary force majeure event. Ahsell's (incl. the Carrier's) liability for loss/damage due to delay of the Service is limited to SEK 5,000 per consignment, including shipping costs. With regards to the Service, this paragraph takes precedence over any other terms and conditions applicable between the parties with regards to purchase of Products (e.g. but not limited by applicable Industry terms and conditions).

**Liability for Products handed out from Ahsell's store/other collection point.** Ahsell is responsible for the Product during 10 calendar days from the arrival of the Product to the store/collection point.

**Deviations from specifications.** Ahsell is not liable for deviations in the Product from specifications given in Ahsell's online store or catalogues or other documentation.

**Grounds for Relief (Force Majeure).** Neither Party shall be deemed to have breached an obligation if the fulfillment of the obligation is prevented by circumstances that are regarded as force majeure. The following examples of circumstances constitute force majeure events to the extent they result in performance under the Agreement being impeded or unreasonably burdensome: labour conflicts, fire, war, mobilisation or military conscription of equivalent scope, requisition, seizure, currency restrictions, insurrection, riot, shipping shortages, general shortage of goods, pandemics, epidemics, material price increases from suppliers, limitations on the supply of power, and every other similar circumstance over which the parties have no control such as defects or delays in deliveries from subcontractors caused by such force majeure events ("**Force Majeure**"). It is incumbent upon the party wishing to invoke Force Majeure to inform the other party in writing and without undue delay, of its occurrence as well as of its cessation.

Notwithstanding that which otherwise applies in accordance with these General Terms and Conditions of Sale, either party may terminate the contract in accordance with these General Terms and Conditions of Sale by providing written notice to the other party, where performance of the purchase is delayed by more than six (6) months due to circumstances relating to Force Majeure.

## Certificates

Certificates are provided with Products only upon request by the Buyer in the order. Costs for certificates are invoiced in accordance with Ahsell's rates applicable from time to time, and, for Non-Stocked Products, separately after agreement.

## Intellectual property rights

Ahsell may from time to time provide information in the form of, for example, product information, pictures, and logistical data ("**Product Information**") to the Buyer. Such Product Information constitutes Ahsell's or Ahsell's co-operations partners' intellectual property which may only be used by the Buyer within the scope of the contractual relationship between Ahsell and the Buyer and in accordance with Ahsell's instructions. Product Information also constitutes trade secrets which the Buyer must treat as confidential information. Upon termination of the Agreement, or at the request of Ahsell, the Buyer must immediately cease to use and delete all Product Information.

## Confidentiality

During the term of the Agreement, the Parties may access valuable trade secrets and other confidential information belonging to the other Party and their business, including the contents of the Agreement ("**Confidential Information**"). The term Confidential Information does not include information that is in the public domain or which will become public knowledge other than through breach of the Agreement. The Parties shall keep all Confidential Information strictly confidential and must not disclose it to any third party without the consent of the other Party, or if this can be reasonably required in order to comply with the obligations under the Agreement, or where necessary pursuant to law, stock exchange rules, or order from a court or competent public authority.

## Compliance with laws

The Buyer undertakes to comply with all applicable laws, regulations, decisions by authorities and court orders, including (but not limited to) applicable laws and regulations concerning export control and international sanctions, anti-bribery and anti-corruption and environment and health and safety.

## Personal data

All processing of personal data shall be made in accordance with applicable data protection regulation. Each party will process personal data in the form of contact information regarding the other party's contact person. In order to perform under the agreement entered into, Ahsell can, in certain cases, even process information regarding customers' employees and their preferences regarding individual orders of goods, for example clothing sizes. Each party is responsible for their own processing of personal data as personal data controller, and the parties are not of the opinion that either of the parties will process personal data as personal data processor on behalf of the other party. Each party must inform the contact person designated by the party in the event the other party will process their personal data for the purposes of maintaining the parties' business relationship. The information must include that which is stated in Article 13 of Regulation (EU) 2016/679 (General Data Protection Regulation) and can be provided through an instruction to the contact person to visit the other party's website where information regarding their processing of personal information will be available. With respect to Ahsell, such information is published at <https://www.ahsell.se/om-ahsell/integritetspolicy/>.

## Special terms and conditions - Category

### Electricity

For Products covered by statutory environmental charges for consumed electrical products, such charges are included in the purchase price.

The following Categories are delivered under category specific terms and conditions in accordance with the following:

- Electrical material – ALEM 09
- Cables – NL 09 and KL 10
- Electrical household appliances/sales to distributors – AHL 2005
- Electrical household appliances/sales to companies within the building and construction industries – EHL Bygg 2007
- Tools, instruments, clothes, and protective equipment – NL 09
- IT products, software, and appurtenant services - Avtal 90

In the electricity price list, a code in the article number states which provision is applicable: J = ALEM 09 applies. N = ALEM 09 applies, but the Product does not have an extended period of liability in accordance with section 38, second paragraph. A = Other terms and conditions apply.

### Cooling

Special terms and conditions are available on Ahsell's website at [www.ahsell.se](http://www.ahsell.se).

### HVAC & Sanitation

The period of liability for contractors is two years for articles set forth below, and is stated on the article line on the invoice:

- Fittings such as sanitary fixtures and sanitary fittings



- Heat pumps
- Tools
- In written order confirmation, certain stated electronic steering products

#### **Tools & Supplies**

The period of liability for contractors is two years for articles set forth below, and is stated on the article line on the invoice:

- Consumer items: Tools, PPE & Supplies

#### **Governing Law**

These General Terms and Conditions shall be governed by Swedish law.