

GENERAL TERMS AND CONDITIONS OF SALE – HARDWARE

PARTIES & DEFINITIONS

“**Seller**” is Consafe Logistics AB, Reg. No. 556264-2909, or any of its wholly owned affiliates, as specified in the purchase order.

“**Purchaser**” is the buyer of the hardware products, as specified in the purchase order.

“**Terms**” means these General terms and Conditions of Sale for Hardware.

TERMS OF PAYMENT

Payment shall have been received in full by Seller no later than the date specified on the invoice. In the event of late payment, Seller is entitled to charge interest on overdue payment in accordance with applicable law, as well as a reminder fee.

TERMS OF DELIVERY

All deliveries of hardware are Ex Works Incoterms 2020 Seller’s warehouse in Lund unless otherwise agreed. The entire order will normally be delivered as one consignment. Preparation of export documentation is included. Unless not specified by the Purchaser, Seller’s shipping agent will be used. Transportation risks and costs are borne by the Purchaser. If the Purchaser requests delivery in instalments, shipping costs will be charged for each consignment.

DEVIANT DELIVERY TIME

The Seller has a duty to notify the Purchaser about any different delivery time. The Purchaser will not be entitled to financial compensation in the event of delayed delivery.

RIGHT TO RETURN

The Purchaser is not entitled to return or cancel an order for goods without a special agreement to that effect.

ACCEPTED DELIVERY

A delivery is considered to be accepted once the Purchaser has signed for and received the goods. The Seller assumes no responsibility for missing goods after the Purchaser has signed a receipt for the delivery. If the wrong goods have been sent, the Purchaser is entitled to return the goods free of charge within eight (8) working days.

INSURANCE

Buyer is responsible to insure the goods during delivery.

WEEE directive

Registration according to the Waste Electrical and Electronic Equipment (WEEE) Directive shall be made by Purchaser in each country.

WARRANTY

Each manufacturer’s respective warranty will apply. A warranty card or dispatch note/invoice will be required as proof of purchase for warranty repairs. The Purchaser will be charged for costs connected to repair not covered by the manufacturer’s warranty.

DOA

DOA ('Dead On Arrival') is defined and determined by the manufacturer. Seller only accepts warranty liability at that time Seller has the right to assign warranty claims against producers DOA, warranty terms or applicable warranty conditions. Application for DOA is sent to Seller’s customer service and must be made within the time interval specified by respectively manufacturer and with reference to the manufacturer’s conditions.

RETURN PROCESS

A product which is being returned for warranty repairs or other service/repair must first obtain an RMA number that should be displayed on the product. An RMA number is obtained via the web portal at <http://c2t.consafelogistics.com>. An agreement for priority service and repair can be entered into with the Seller.

LIMITATIONS OF LIABILITY

The manufacturer’s liability provisions and any warranties will apply to products that have been delivered according to these Terms. Seller provides no guarantees in respect of the products or their suitability or fit for certain purposes. Seller is not liable for indirect damage or loss, including loss of profit, service interruption, or any liability due to third party claims, or loss of data or information. The provisions of the Swedish Sale of Goods Act on product defects shall not be applicable to Products sold pursuant to these Terms. If products are covered by a manufacturer’s warranty as set forth herein, Purchaser’s sole remedy in case of defect products shall be the repair or replacement of products or in case no replacement/repair of products can be made, refund of paid fees.

FUNCTION LIABILITY

The Seller only assumes function liability for products sold and installed and/or configured according to the agreed specification as invoiced. Troubleshooting is charged at an hourly rate. The Seller will not be responsible for compatibility with previously purchased equipment unless this is expressly mentioned in the quotation and order confirmation.

WMS CONFIGURATION AND LICENSES

Configuration of WMS-related functions in the Purchaser's WMS system in respect of hardware and WMS user licences is excluded unless otherwise agreed in writing. This will be charged according to the separate agreement entered into by Seller and Purchaser with respect to the delivery of the WMS system or at Seller's standard hourly rate.

SUPPORT

Support for products in the delivery is charged at an hourly rate. An agreement for priority support can be entered into with the Seller.

REPLACEMENT PRODUCTS

In the case of delayed delivery, an event constituting force majeure, or a fault or defect in the Product, Seller will be entitled to fulfil its commitment to the Purchaser by delivering replacement equipment with the equivalent function and industry classification as the order-confirmed product, unless the parties have expressly agreed otherwise. The same will apply if an ordered and order-confirmed product is no longer supplied by the Producer.

RESERVATION OF OWNERSHIP

Delivered products belong to the Seller until payment in full has been received. If payment in full has not been made 30 days after the due date, the Seller is entitled to take back the delivered goods and charge the Purchaser for the additional costs incurred.

TAXES

All prices quoted exclude transportation, insurance, VAT, and other taxes or duties now in force or hereafter enacted. Purchaser agrees to pay, in addition to the prices quoted or invoiced, all taxes, fees, or charges of any nature whatsoever (including but not limited to withholding taxes and business taxes, imposed by any governmental authority on, or measured by, the transaction between Purchaser and Seller) excluding taxes based on Seller's income. If Seller is required to collect or withhold the foregoing, the buyer will pay such amounts unless the buyer has provided Seller with a valid tax exemption certificate authorized by the appropriate taxing authority.

PRICE, OFFERS AND PRICE DETAILS

The quotation is no longer valid after the expiry date. The Seller cannot be held responsible for any mistakes and can always change or withdraw sent quotations. Quotations, offers and pricing information should be seen as a guide and do not give the seller any advisory responsibility. Should currency or other costs outside the Seller's control change before delivery then the seller is entitled to adjust the price by the corresponding amount.

CREDIT CHECK

In the event of a failed credit check, the Seller reserves the right to request cash payment or withhold delivery.

CONFIDENTIALITY

Making use of quotations and Seller's portals etc. involves access to business secrets and confidential information about Seller. The Purchaser undertakes not to use information obtained from Seller for any purpose other than placing orders with Seller, and the Purchaser undertakes not to communicate or make information which constitutes Seller's business secrets or confidential information available to any third party in any way whatsoever. The Purchaser shall ensure that the Purchaser's employees observe and uphold the confidentiality that rests with the Purchaser. The duty of confidentiality will not apply to information that the Purchaser can prove was made known to the Purchaser in some other way than through the delivery of ordered products or which is general knowledge. The duty of confidentiality lasts indefinitely.

GOVERNING LAW AND DISPUTES

These General Terms are governed by the substantive laws of Sweden, excluding its conflicts of law rules. Disputes arising from these Terms shall be finally settled by arbitration according to the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Lund, Sweden.