

Ejendals – General Terms and Conditions of Sale and Delivery

1. Definitions

- 1.1** "Ejendals" refers to Ejendals AB and to all its subsidiaries.
- 1.2** "Customer" refers to the entity or individual to which Ejendals is providing Product/Products under the Contract.
- 1.3** "Party" refers either to Ejendals or the Customer.
- 1.4** "Terms" refers to these General Terms and Conditions.
- 1.5** "Product" refers to any product purchased by the Customer from Ejendals under these Terms.
- 1.6** "Contract" refers to the contract between the Customer and Ejendals concerning the purchase of the Product.
- 1.7** "CMR Documents" refers to the documents related to the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) signed in Geneva in 1956.
- 1.8** "Confidential Information" refers to information that is designated in writing as "confidential" or "proprietary" by disclosing Party at the time of written disclosure and information that is orally designated as "confidential" or "proprietary" by disclosing Party at the time of oral or visual disclosure and is later confirmed to be "confidential" or "proprietary" in writing.
- 1.9** All references to the singular shall include references to the plural and vice versa.

2. Applicability

- 2.1** The Terms apply to all requests, quotations, purchase orders and Contracts concluded between Ejendals and the Customer regarding the purchase of the Products and the Terms together with such requests, quotations, purchase orders or Contracts constitute the entire agreement between the Parties. No course of dealing or usage of trade shall be applicable to such agreement.
- 2.2** Any prior terms, Contracts understandings, agreements and representations, whether written or oral shall be deemed suspended and merged herein.
- 2.3** Customer's acceptance must be limited to the Terms without any modification, addition or alteration and any differing conditions or terms of the Customer are herewith rejected and shall not apply.

3. Offers, prices and orders

- 3.1** Any offers provided by Ejendals are valid for thirty (30) calendar days as from date of offer unless otherwise agreed in writing.
- 3.2** General offers and price lists are submitted for information purposes only and are not binding on Ejendals.
- 3.3** Prices are quoted as net prices and do not include any applicable value added tax or any other tax, which is to be paid by the Customer according to applicable law.
- 3.4** Prices are valid only for dates mentioned in the offer.

3.5 Ejendals has the right to unilaterally increase the prices at any moment, including but not limited to circumstances resulting in increased costs for Ejendals, such as for example changes in raw material prices, exchange rates, customs fees, taxes or other public fees or charges, by giving a written notice thereof to the Customer. The new price will become effective for all orders made ten (10) calendar days after the date of the notice.

3.6 Information concerning weight, dimensions, capacity etc. in catalogues, prospectus, mailings etc. is approximate and only binding if expressly referred to in the written Contract. Technical data is given subject to construction modifications.

3.7 Commitments made besides an offer or an order acknowledgement is binding on Ejendals only if they have been confirmed in writing by Ejendals.

3.8 All orders are subject to Ejendals approval. A Contract shall only be concluded in writing by Ejendals and becomes legally effective only upon Ejendals issuance of an order acknowledgement.

3.9 Unless otherwise agreed by Ejendals in writing, orders, after having been accepted by Ejendals, may not be cancelled by the Customer.

4. Payments

4.1 Payments shall be made in the currency indicated in the invoice, VAT inclusive if applicable.

4.2 Any expenses related to currency exchange or changes in currency rates between placement of an order and payment of the related invoice are carried by the Customer.

4.3 Unless otherwise agreed in writing, payment of invoices shall be made without discounts within thirty (30) calendar days from the date of the invoice. Payments shall not be considered accomplished until due amount has been cleared into one of Ejendals' bank accounts.

4.4 In the case of default of payment, even if partial, by the due date, interest in the amount of 8% above the base interest rate of the Swedish Central Bank (Riksbank) shall be charged on the amount due.

4.5 Ejendals shall have the right to refuse or postpone any delivery in whole or in part, as determined in the sole discretion of Ejendals, until Ejendals has received in cleared funds full payment of any unpaid invoices.

4.6 If the Customer fails to pay any monies within fourteen (14) calendar days following the due date, Ejendals is entitled to terminate the Contract (or any part of it as determined in the sole discretion of Ejendals) by notice in writing to the Customer, with immediate effect. In such event, the Customer shall, in addition to any other obligations, return the delivered Products to Ejendals without undue delay.

4.7 Until Ejendals has received full payment of invoice, Ejendals is entitled to request for the Customer to present a satisfactory bank guarantee for payment of the Products.

4.8 If the total outstanding amount (including pending orders) exceeds the credit limit defined by Ejendals, Ejendals shall have the right to refuse or postpone the delivery until the total outstanding amount (including the pending orders and any interest) is below the credit limit. Ejendals has the right to review Customer's credit limit at any moment.

5. Retention of title

5.1 Legal and beneficial title to the delivered Products shall remain with Ejendals until Ejendals has received payment in full of the purchase price whereupon such title shall pass to the Customer.

5.2 The Customer shall indemnify Ejendals to the full replacement value for any and all Products that have been destroyed or otherwise become unsellable or inappropriate for their intended use while in the possession of the Customer and before payment in full of the purchase price.

6. Delivery

6.1 Packaging material required for transport purposes is provided by Ejendals. The Customer will be invoiced for the eventual pallet costs separately.

6.2 Unless otherwise expressly agreed in writing, the delivery shall always take place FCA Leksand, (Incoterms 2010).

6.3 Where shipment costs shall be paid by the Customer, and if prepaid by Ejendals, the amount thereof shall be reimbursed to Ejendals along with eventual handling costs.

6.4 The Customer will be invoiced for the total costs for express deliveries requested by the Customer along with eventual handling costs.

6.5 Delivery deadlines are given for information purposes only and binding only if expressly agreed to such effect in writing. Ejendals shall take commercially reasonable action in order to respect the dispatch date stated in the order acknowledgment.

6.6 If the Customer defaults in taking the delivery, Ejendals shall be entitled to claim refund of any incurred expenditures. In the event of such default, the Customer shall bear all risks of loss of or damage to the Products starting from the agreed date of taking the delivery.

7. Complaints and return of Products

7.1 The quality control by Ejendals shall not in any way release the Customer from its obligation to examine the Products at delivery.

7.2 Any obvious defect or transport damage subject to complaint shall be notified to Ejendals on the Proof of Delivery Documents and/or the CMR Documents. An exact description of the defect and/or damage must also be notified in writing directly to Ejendals within eight (8) calendar days from delivery. If the Customer fails to notify Ejendals within the specified time limit, the Products shall be deemed irrevocably accepted.

7.3 Complaints concerning order entry discrepancies and delivered quantities shall be notified to Ejendals in writing within eight (8) calendar days from delivery. If the Customer fails to notify Ejendals within the specified time limit, the Products shall be deemed irrevocably as accepted.

7.4 Any complaint concerning hidden defects must be notified in exact description to Ejendals in writing without undue delay and in any event no later than eight (8) calendar days after the Customer has noticed or ought to have noticed the hidden defect. However, no claims for hidden defects may be brought against Ejendals after three (3) months has passed from the delivery of the Product to the Customer. The hidden defect must be confirmed by both parties.

7.5 Would the Customer receive any complaint regarding a user injury or possible injury, the complaint must be reported immediately (the same day) to Ejendals.

7.6 Under no circumstances can the Customer re-package any Products which have been returned to the Customer by its customers. Products returned to the Customer by its customers may only be redistributed if in their original shape and in their original packaging.

7.7 Under no circumstances shall the Customer initiate recall nor return Products without the permission of Ejendals Territory Sales Manager or Ejendals Customer Service. A return of Products confirmed by Ejendals must be accompanied by Ejendals completed return form. Ejendals must receive the returned Products in the same condition as when they were delivered to the Customer and in the original packaging that has neither been tampered with nor damaged. Ejendals only accepts returns of Products that on the date on which Ejendals receives the return are included in the current range of products and are marked according to the current EU Directive/Regulation.

7.8 Unless otherwise agreed in writing, the Customer has no right to stock cleansing.

8. Liability

8.1 Ejendals guarantees that delivered Products, when risk has passed to the Customer shall be free from defects in construction, material and workmanship and has been properly packed and stored under right environmental conditions.

8.2 Ejendals' liability for a claim approved by Ejendals and relating to the Products shall be limited to repair or replacement or refund of returned Products at the purchase price, at Ejendals sole discretion.

8.3 Ejendals' liability for defect or other deficiency in delivered Products and Customer's sole remedy for such defect or other deficiency is limited to the above in 8.2 stated. A defect or other deficiency does not give the Customer the right to plead other sanctions than as stated above and any such plea is hereby rejected by Ejendals.

8.4 No guarantees or remedies are valid for damage resulting from improper use, improper storage, wear and tear or improper or careless handling of the Products. Ejendals shall have no liability for health or safety properties of any of its Products if subjected to laundry or recycling process of any kind. The entire liability for possible changes to the health or safety properties of the Products shall rest with the person performing the laundry or recycling, or with the person(s) ordering such services. Product warranties and remedies do not apply to nor include any Products subjected to accidents or alterations.

8.5 Ejendals shall under no circumstances be liable for and be obliged to compensate for indirect or consequential damages and / or losses, including but not limited to loss of business profit, loss of revenue, loss of goodwill, loss of time or missed opportunities.

8.6 Customer shall indemnify, defend and hold harmless Ejendals from and against all claims, suits, actions liabilities, damages and losses (including attorneys' fees) from third parties, including injury or death of any person or damage to property unless such injury, death or damage is directly caused by an actual and evidenced defect in a Product delivered by Ejendals to Customer.

9. Intellectual property rights, and confidentiality

9.1 Unless otherwise stated, the intellectual property relating to the Products is owned by Ejendals or its licensors.

9.2 The Customer is bound to respect Ejendals' intellectual property rights including, without limitation, the trademarks and copyrights. Ejendals' sales of Products do not include transfer of Ejendals' intellectual property rights.

9.3 Customer shall not use the intellectual property rights of Ejendals without Ejendals' explicit prior written approval.

9.4 Ejendals shall defend and indemnify the Customer against any claim by a non-affiliated third party alleging that Products furnished under these Terms infringe any intellectual property rights provided that the Customer promptly notifies Ejendals in writing of the claim, gives Ejendals sole authority to control defense and settlement of the claim, and provides Ejendals with full disclosure and reasonable assistance as required to defend the claim.

9.5 Section 9.4 shall not apply and Ejendals shall have no obligation or liability with respect to any claim based upon Products that have been modified, or revised, the combination of any Products with other products or services when such combination is a basis of the alleged infringement, failure of the Customer to implement any update provided by Ejendals that would have prevented the claim, unauthorized use of Products, or Products made or performed to the Customer's specifications.

9.6 In addition to Confidential Information, all information obtained by Customer or furnished by Ejendals relating to Ejendals or associated with the Products is proprietary and confidential and Customer shall not without Ejendals' prior written approval disclose any such information to any other person or use such information itself for any purpose other than performing the Contract.

9.7 The obligation of confidentiality in these Terms shall survive cancellation, termination and expiration of the Contract and shall bind all employees, agents and consultants retained by Customer.

9.8 Customer will not, except as required by law or under any order of a relevant court or equivalent authority, make any public release regarding the Contract, nor will use in any advertising, letterhead, publicity or other media communications any trade name, trademark, symbol or other identification of Ejendals without the prior written approval by Ejendals.

10. Force Majeure

10.1 Neither Party shall be held liable or be deemed for any delay or failure to perform the Contract due to circumstances beyond the reasonable control of that Party (force majeure). This shall include but not be limited to nature disasters, war, conflicts, general mobilisation, acts of civil or military authorities, requisition, seizure, currency restrictions, international sanctions or embargo, shortage of transport, general shortage of materials, labor conflicts, restrictions in the use of power, fires and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this condition.

10.2 When such circumstances cause a delay or failure in performance and when they cease to do so the Party affected by such circumstances shall promptly notify the other Party in writing.

10.3 If the events and circumstances persist for more than three (3) months, either Party may terminate this Contract by written notice to the other Party, with no liability.

11. Amendments and assignment

11.1 All changes to the Contract must be made in writing and validated by the signatures of both Parties.

11.2 Changes made in electronic form shall be considered made in writing.

11.3 Neither Party may, without the prior written consent of the other Party, transfer his rights or obligations under the Contract to a third party.

12. Applicable law and dispute resolution

12.1 These Terms and any disputes related to these Terms or to the purchase and use of the Products are subject to Swedish law.

12.2 The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to these Terms.

12.3 All disputes arising out of these Terms shall be settled in arbitration under the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. All arbitrators shall be appointed by the institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceedings shall be English.

12.4 Notwithstanding the above, Ejendals shall have the right to claim receivables and initiate any injunctive proceedings in the general courts of either Ejendals' or the Customer's domicile, in Ejendals' sole discretion and take any such measures as provided by such general court.

13. Miscellaneous provisions

13.1 In case a translation of these terms has been provided, the English version of these Terms always prevails.

13.2 Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of the Terms remain unaffected and the Parties shall seek to replace such clause with language having as close as possible the same meaning as the replaced clause.

13.3 The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

13.4 The failure of Ejendals to insist on strict compliance with the Terms or to exercise its options hereunder shall not constitute a waiver of its right to thereafter require strict compliance or preclude Ejendals from fully exercising its options not previously exercised.

ejendals
PROTECTING HANDS AND FEET

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