

Standard Terms of Sale and Delivery applicable between  
Buvi Scandinavia (Seller) and Buvi Scandinavia customers.

**1. Rates**

- a. All prices are exclusive of VAT in quotations and when ordering
- b. All prices are subject to change without prior notice when this is due to changes in exchange rates, commodity prices or changed purchase prices.
- c. Prices are exclusive of shipping costs. This will be charged separately according to Seller's rates at any given time.

**2. Delivery time**

- a. By arrangement.

**3. Shipping**

- a. The item is shipped Ex Works Incoterms 2020 & (2010) from the Seller's warehouse unless otherwise agreed.
- b. For Express deliveries, the Buyer is charged the freight.

**4. Customer's Goods Receipt**

- a. In case of visible damage / lack of shipment, it must be noted on the delivery document to the carrier upon receipt of the delivery.
- b. Upon receipt of goods, the buyer is obliged to sign for goods receipt. This signature confirms that the buyer has received the relevant number of packages. The signature does not confirm that the goods have been received without damage or that boxes and the like contain the ordered goods.

**5. Complaints and the Customer's obligation to investigate**

- a. Buyer is obliged to examine received goods and notify Seller in writing within 7 days of receipt stating error / lack of product, as well as Seller's order and item number if complaint will be invoked.
- b. Goods that are defective or another fault shall be returned to the Seller
- c. The seller's liability for errors is limited to the delivery or repair of the goods
- d. The seller is not responsible under any circumstances for indirect loss or consequential damages to the Buyer or third party.
- e. Upon return, the Seller shall organize the return of the goods with the Seller's carrier
- f. If the Seller does not find fault with the returned product upon inspection, the Buyer will be charged all shipping costs.

**6. Delay**

- a. Delayed delivery over the confirmed date does not give Buyer the right to cancel the purchase or cancel his order.
- b. Conventional fines are not accepted.

## **7. Return**

- a. Returns must always be agreed in advance with the seller who issues the return order number to which the return goods should be marked.
- b. The goods must be properly packaged for transport
- c. Upon return, the Buyer will be charged with shipping
- d. Returns will not be accepted for customer-specific items
- e. The buyer will not be credited until the item is received from the Seller and quality control is completed
- f. Returns of salable goods in undamaged packaging are credited by agreement.

## **8. Sales right and other security**

- a. Seller reserves the ownership of the goods sold until the relevant invoice is paid including all costs such as delay interest.
- b. Seller may require additional security in addition to sales mortgages
- c. Seller may also require additional security after Buyer has placed order
- d. The Buyer cannot resell delivered products that are encumbered with a mortgage until the purchase price with any interest and costs added has been paid.

## **9. Compensation on delay**

- a. If the item is not delivered or is delivered too late and it is not due to the Buyer or circumstances on his part, this is considered a delay.
- b. The Seller is only liable for losses incurred by the Buyer as a result of the Seller's delay if this has been agreed in writing.
- c. Under no circumstances will the Seller be liable for Buyer's indirect loss and consequential damages.

## **10. Warranty. The warranty period is calculated from the Seller's shipment date**

- a. The warranty applies, unless otherwise specified, for 12 months or in accordance with the Seller's supplier's warranty terms.
- b. The warranty applies to defects in materials and workmanship and is limited to resale or repair at the Seller's workshop during normal working hours.
- c. Shipping, shipping and other costs related to warranty repair and regular service are covered by the Buyer
- d. Warranty liability lapses if the goods have been interrupted without the seller's consent, the goods have been damaged as a result of improper treatment, incorrectly installed or breach of public regulations.
- e. The warranty does not cover damage due to wear due to abnormal use
- f. Seller may claim to repair the damage / defect.

#### **11. Buyer's duty to investigate**

- a. The buyer is obliged to examine the goods received immediately or without undue delay and at the latest before the item is put into service.
- b. In case of transport damage, Buyer is obliged to notify Seller immediately or within 2 working days after receipt in order for the Transport Insurance to be applicable.

#### **12. Disputes**

- a. Disputes between the parties shall be resolved by negotiation. If such negotiations do not proceed, the dispute may be brought before the ordinary courts. The parties agree to the Seller's District Court as the right venue.

#### **13. Notices**

- a. Notices between the parties shall specify the person or entity specified for the item in order confirmation or the like. Letters, faxes and e-mails to the right addressee are considered as written communications. Other electronic communications (SMS, Facebook, etc.) are not considered as written communications.

#### **14. Force majeure**

- a. Buyer cannot claim fulfillment of duty if Seller's performance is hindered by extraordinary events (Force majeure). Examples of such extraordinary events outside a party's control are war, rioting, blockade of natural disasters, strikes and lockouts, import restrictions, hyperinflation, robbery and burglary.