

Sales and Delivery Terms for L-SYSTEM AB *(Updated 26-02-23)*

Sales are only made to companies with a valid organization number. Sales are only made to companies located in the European Union (EU) and Norway.

Pricing

Prices are stated in Euro (EUR) excluding value-added tax.

Payment

Unless otherwise agreed, payment must be made within 14 days from the invoice date. L-SYSTEM always reserves the right to demand payment in advance for delivery. If payment is not made on time, L-SYSTEM has the right to charge default interest, reference interest plus 8% from the due date until payment is made.

When paying by credit card, the buyer should be aware that credit card companies often pre-authorize/ reserve the current amount on the account, affecting the remaining credit on the card. Even if the buyer later makes changes to the order, L-SYSTEM cannot cancel the booked/ reserved amount, as cancellation occurs automatically after 7-14 days. L-SYSTEM never withdraws payment from the credit card before the goods are shipped. L-SYSTEM always sends an invoice by email when the goods are dispatched. If payment has been made by card, the order is already paid, and the buyer does not need to take any further action.

Delivery and Delivery Terms

Normally, L-SYSTEM dispatches all orders received before 2:00 PM on the same day. Delivery of long goods may take between 2-4 days depending on weight and length. Deliveries are handled by Schenker. The delivery is made according to Ex Works (EXW) terms as specified in Incoterms 2010.

Claims and Complaints

Complaints regarding visible defects or deficiencies must be submitted in writing no later than 5 days after the buyer receives the delivery. Claims related to defects or deficiencies cannot be made later than 12 months after the goods have been delivered.

Complaints should be submitted in writing and include a detailed description of the missing item or the specific issue, along with a copy of the invoice. L-SYSTEM's liability for defects and deficiencies cannot, under any circumstances, exceed the invoice amount for the specific item.

Return Policy

If the buyer is dissatisfied with the delivered goods for any reason, the item/items can be returned to L-SYSTEM under the following conditions:

- The item/items must be in their original and unopened packaging.
- The item/items must be in their original condition and not have been used.
- Only stock items are eligible for return.
- The return is at the buyer's own expense and risk.

- L-SYSTEM will refund 70% of the item/items' value (excluding shipping) plus any other applicable fees.
- The return request must be made in writing to L-SYSTEM.
- The return request must be received by L-SYSTEM within 5 days after delivery to the customer.
- Cut or processed goods are not eligible for return.

L-SYSTEM reserves the right to reject any return request if any of the above conditions are not met.

Force Majeure etc.

L-SYSTEM is not liable for events beyond our control, such as various types of disasters, government decisions, or other unforeseeable circumstances. In such cases, they are attributed to Force Majeure, which means we are relieved from the obligation to fulfill entered agreements.

The party wishing to invoke this exemption must promptly notify the other party in writing of its occurrence and cessation. L-SYSTEM cannot be held responsible for delays or inadequate contract performance if they result from deliveries by subcontractors.

Product Liability

L-SYSTEM is liable for damage to delivered goods only when expressly stipulated by product liability law (1992:18). L-SYSTEM and the buyer jointly agree to resolve any disputes in Swedish courts or arbitration courts in Sweden, with Helsingborg as the venue. These proceedings handle claims for compensation against either party due to damage or loss allegedly caused by goods delivered by L-SYSTEM.

Limitation of Liability

L-SYSTEM is not responsible for deviations related to the use or appearance of goods in relation to product and catalog specifications, as these specifications are guidelines only. L-SYSTEM does not assume responsibility for how the buyer uses the purchased items. When making claims against L-SYSTEM, the amount cannot exceed the invoice value of the specific item.

L-SYSTEM is not liable for interruptions in operation, lost profits, or other indirect damages to the buyer.

Reservations when replacing components

L-SYSTEM reserves the right to replace components with equivalent alternatives without prior notice. This decision is based on our internal assessment of the functionality and quality of the components. Exchanges are carried out with accuracy and care in order to minimize any disruptions and that the product meets all specified requirements.

Reservations for errors in catalogs, etc.

L-SYSTEM is not responsible for errors, including printing mistakes and omissions, on the website, in L-SYSTEM's catalogs, and price lists. L-SYSTEM reserves the right to make changes to these documents.

Other

In all other matters, the General Delivery Terms **NL09** apply. These terms are governed by Swedish law. **L-SYSTEM does not deliver goods to private addresses; delivery is only to business addresses.**