

General purchasing terms and conditions – Business customers

1 General provisions

- 1.1 These general purchasing terms and conditions (the “GTCs”) shall apply to all purchases of products when you as a business customer (the “Customer” or “You”) purchase from Lesjöfors AB (reg. no. 556001-3251) and subsidiaries directly or indirectly controlled by Lesjöfors AB (the “Lesjöfors Group”). For each purchase, it follows from the order confirmation which company within the Lesjöfors Group that enters into the Purchase Agreement (see definition in section 1.4 below) (“Lesjöfors”, “Us” or “We”).
- 1.2 In addition to the GTCs, Orgalime S 2012 applies to all purchases of products between Lesjöfors and the Customer. If Orgalime S 2012 and the GTCs contain conflicting provisions, the provisions of the GTCs takes precedence.
- 1.3 By placing an order, the Customer agrees to comply with the GTCs and Orgalime S 2012 and understands our processing of personal data in accordance with our privacy policy, see section 14 below. The Customer shall ensure that it has read and understood the GTCs and Orgalime S 2012 before placing its order. By placing an order, the Customer agrees to be bound by the GTCs that are applicable at the time of purchase.
- 1.4 When purchasing a product as described above, the GTCs, Orgalime S 2012, the policies referred to herein and the order confirmation received by the Customer in connection with the purchase constitute the entire agreement between the Customer and Lesjöfors (the “Purchase Agreement”).
- 1.5 Lesjöfors belongs to a group of companies, whereby it is noted that the GTCs and the purchases that You make at Lesjöfors only cover the products that are marketed by Us.
- 1.6 Purchases under these GTCs are possible for business customers in Sweden, Europe and countries within the Schengen area.

2 Amendments and additions

We reserve the right to, at any time, modify the GTCs. Such changes will be announced either by publication on our website or by notification to the Customer. Purchase Agreements that have already been concluded will not be affected by any changes.

3 Price

- 3.1 The price of the products follows from Lesjöfors' price list applicable from time to time or, in the case of purchases on the website, the price for the relevant product as displayed on the website. All prices are exclusive of VAT, delivery costs and any other additional duty, taxes, and fees.

- 3.2 If after placing an order, We have identified a material typographical or printing error on our part, e.g. in advertisements and/or on the website, which evidently deviates from the regular sales price, We reserve the right to unilaterally cancel the order. This applies even if You have already received an order confirmation. In such a case, You will be informed by Us of the error that has been detected and given the opportunity to purchase the products anyway, at the correct price, or to cancel your order.

4 Payment terms and fees

- 4.1 Payment shall be made according to the payment methods provided by Lesjöfors from time to time. We reserve the right not to always offer all payment methods and to offer a different payment method if the one chosen by the Customer does not work at the time of purchase for any reason or the Customer is not approved for the chosen payment method. When placing the order, the Customer confirms that the Customer has the right to use the chosen payment method. The applicable payment method is stated in the order confirmation.

- 4.2 If payment is made on the basis of an invoice, the invoiced amount shall be paid in full on the due date at the latest.

- 4.3 We reserve the right to demand payment before delivery according to the payment methods set out below.

- 4.4 In order to offer a range of payment options, We need to share your personal data, contact data and order data with the provider of the respective payment service. We advise You to read our privacy policy, see section 14.

- 4.5 We take no responsibility for third-party payment solutions. Such services are subject to specific terms and conditions, which will be made clear when using the payment solution. We encourage the Customer to read such terms and conditions carefully as they constitute an agreement between the Customer and the third party.

4.6 Card purchases

You can enter your payment details when placing the order by using a valid payment card. A valid payment card means a credit or debit card issued by Visa or Mastercard. We reserve the right to check the validity of the payment card, the chargeability of the value of the order and the accuracy of the Customer's address details. We may refuse the purchase as a result of these checks.

4.7 Invoice

Unless otherwise agreed, invoices must be paid within 30 days of the invoice date. We charge an invoice fee per purchase. When purchasing via Lesjöfors' e-commerce site <https://shop.lesjofors.com/>, we do not charge an invoice fee. In the event of late payment, a reminder will be sent to You requiring You to pay a reminder fee. If no payment is made thereafter, the claim may be handed over for collection management where additional collection costs may apply.

5 Credit check

- 5.1 When You choose to pay on the basis of an invoice, Lesjöfors is entitled to carry out a credit check. If a credit report is taken, You will be notified of this and a copy of the credit report will be sent by mail or e-mail. We do not inform banks or other lenders about a possible credit report, nor does it affect your creditworthiness/score.
- 5.2 We process your personal data to fulfil our obligations under the Purchase Agreement and for the other purposes described in our privacy policy. You can find more information about our sharing of personal data, your rights in relation to it, how You can contact Us with questions, or complain to the authorities, in the privacy policy, see section 14.

6 Delivery

- 6.1 Delivery time is stated on the order confirmation.
- 6.2 Lesjöfors does not guarantee that all delivery options are possible for all addresses and/or products. Lesjöfors reserves the right to make partial deliveries.
- 6.3 The Customer is responsible for the cost of delivery. For purchases on our website, the cost of delivery will be set out in connection with the purchase. For purchases made in other ways, the cost of delivery will be set out in the invoice.
- 6.4 We offer the delivery options that are listed on the website from time to time or as stated when contacting Us. We reserve the right to choose the appropriate delivery option unless this is stated in the Purchase Agreement.

7 Right of return

The Customer has no right to return delivered products, unless Lesjöfors and the Customer have agreed on such a right in writing. Lesjöfors' contact details in this respect are stated in the order confirmation.

8 Cancellation

The Customer has no right to cancel ordered products, unless Lesjöfors and the Customer have agreed on such a right in writing. Lesjöfors' contact details in this respect are stated in the order confirmation.

9 Trade compliance

- 9.1 The Customer warrants that it is not subject to any sanctions by any authority and/or governmental institution of (i) the European Union or any of its member states, (ii) the United States, (iii) the United Nations Security Council, or (iv) the United Kingdom (“**Sanctions**”).

- 9.2 The Customer furthermore warrants that all products provided by Lesjöfors to the Customer under a Purchase Agreement are intended solely for civilian use.
- 9.3 The Customer undertakes not to, directly or indirectly, use, export, import or resell or otherwise transfer the products in such a way that conflicts with applicable Sanctions or applicable export control regulations issued by any authority and/or governmental institution of (i) the European Union or any of its member states, (ii) the United States, (iii) the United Nations Security Council or (iv) the United Kingdom (“**Export Control Regulations**”). This includes an undertaking not to resell or otherwise transfer any product to a customer that is subject to Sanctions or to a customer that the Customer has reason to believe will use the product in breach of Sanctions or Export Control Regulations.
- 9.4 Should Lesjöfors become aware of or has reason to believe that the Customer may act in breach of this section 9, Lesjöfors is entitled to, in its own discretion, terminate the relevant Purchase Agreement with immediate effect and the Customer shall also be entitled to withhold any performance thereunder. Such termination shall not be considered a breach of contract by Lesjöfors and the Customer shall not be entitled to any form of compensation.

10 Notices and notifications

The Customer agrees that information, notices and customer surveys relating to the Purchase Agreement may be sent to the Customer by e-mail. In the event that the Customer objects to this, contact shall be made with Lesjöfors. Lesjöfors' contact details can be found in the order confirmation.

11 Intellectual property rights

- 11.1 All intellectual property rights and other rights, including but not limited to patents, design rights, trademarks, copyrights, database rights and know-how, related to the products (“IPR”), including applications for registration of such rights and all documentation related thereto, shall be Lesjöfors' exclusive property.
- 11.2 Nothing in these GTCs shall constitute or be construed as a transfer of ownership of Lesjöfors' IPR or other rights or otherwise give the Customer ownership of Lesjöfors' IPR.

12 Assignment

Neither Lesjöfors nor the Customer shall be entitled to assign its rights and obligations under a Purchase Agreement to a third party without the prior written consent of the other party. Lesjöfors shall, however, be entitled to transfer its rights and obligations under a Purchase Agreement to another company within the same group of companies without having to obtain the Customer's consent. Furthermore, Lesjöfors shall be entitled to transfer unpaid invoices relating to a Purchase Agreement to a third party without having to obtain the Customer's consent.

13 Acting in breach of the GTCs

If Lesjöfors reasonably suspects that the Customer has violated these GTCs, Lesjöfors is entitled to cancel any orders with immediate effect without prior notification.

14 Processing of personal data and cookies

14.1 In order for Lesjöfors to fulfil your orders, We will process your personal data. Lesjöfors is therefore responsible as the data controller for ensuring that such personal data processing takes place in accordance with applicable data protection legislation and Lesjöfors' privacy policy in force at any given time, which can be found at the Lesjöfors website <https://www.lesjoforsab.com/> and on the Lesjöfors e-commerce site <https://shop.lesjofors.com/> under privacy policy. There You will also find information about your rights and how to exercise them.

14.2 Information about Lesjöfors' use of cookies can be found at at the Lesjöfors website <https://www.lesjoforsab.com/> and on the Lesjöfors e-commerce site <https://shop.lesjofors.com/> under cookie policy.

15 Validity of clauses

If one or more provisions of these GTCs are declared invalid or unenforceable by any court or regulatory authority, this shall not affect the validity of the remaining provisions.

16 Company information

You can find Company information regarding Lesjöfors on the order confirmation.