

**LESJÖFORS**

**General terms and conditions**

**B2B – Business**

**B2C – Consumers**

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## 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.

## General purchasing terms and conditions – Consumers

### 17 General provisions

- 17.1 These general purchasing terms and conditions (the “GTCs”) shall apply to all purchases of products when you as a consumer (the “Customer” or “You”) engage in distance trading (including via a website) with 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 enters into the Purchase Agreement (see definition in section 1.3 below) (“Lesjöfors”, “Us” or “We”).
- 17.2 By placing an order, the Customer agrees to comply with the GTCs and accepts our processing of personal data in accordance with our privacy policy, see section 18 below. The Customer shall ensure that it has read and understood the GTCs 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.
- 17.3 On purchase of a product as described above, the GTCs, 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”).
- 17.4 Lesjöfors belongs to a group of companies, it being noted that the GTCs and the purchases that You make at Lesjöfors only cover the products that are marketed by Us.

### 18 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.

### 19 Orders

- 19.1 Consumer orders for products can only be placed by persons over the age of 18 who have a delivery address in Sweden and are not under guardianship or acting in the capacity of a business.
- 19.2 The fact that products are displayed on the website at any given time does not mean that these products are always available. We reserve the right to, at any time, cease to sell or offer a product.

- 19.3 We reserve the right to refuse an order. Refusal of an order may be due to e.g. the ordered product being out of stock or that your payment could not be completed.
- 19.4 If, after an order has been placed, We have identified a material typographical or printing error on our part, e.g. in advertisements and/or on the website, and the stated price is evidently incorrect, 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 still purchase the products (at the correct price) or to cancel your order.

## **20 Price**

All prices in a price list applicable at a given time, or, in the case of a website purchase, the price for the product as displayed on the website, are inclusive of VAT but exclusive of shipping costs as set out in section 6.3. The order confirmation includes all costs relating to the ordered product, such as e.g. shipping and packaging.

## **21 Payment terms and fees**

- 21.1 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 fails to work for some reason at the time of purchase 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.
- 21.2 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.

## **22 Delivery**

- 22.1 We take the greatest care on receipt and processing of product orders and aim to ensure your order is delivered in accordance with your chosen delivery option.
- 22.2 Lesjöfors does not guarantee that all delivery options posted on the website are possible for all addresses and/or products.

- 22.3 The Customer is responsible for the shipping costs. Information about these shipping costs is provided on conclusion of the Purchase Agreement.
- 22.4 All product orders are subject to availability. Products in stock are normally delivered within the number of working days stated in the order confirmation. The dispatch date of your order may vary depending on availability, and the stated delivery time may be affected by potential postal delays or force majeure events. In such cases, We will notify You accordingly via the email address You have provided.

## **23 Delay and defective/wrong product**

### **23.1 Delay**

- 23.1.1 If the product has not been delivered or has been delivered too late, and this is not due to the Customer or any circumstances pertaining to the Customer, the delay is held to be on the part of Lesjöfors.
- 23.1.2 Delay is held to be on the part of the Customer if payment has not been made in full on time and this is not due to Lesjöfors or any circumstances pertaining to it.
- 23.1.3 Where delay is on the part of Lesjöfors, the Customer is entitled to withhold as much of the payment as is needed to secure its claims arising from the delay. The Customer is entitled to persist with its purchase and require that Lesjöfors fulfil it and deliver the product. Nevertheless, Lesjöfors is not obliged to fulfil the purchase in the event of an insurmountable impediment or if it would require sacrifices be made which are out of proportion to the Customer's interest in Lesjöfors' fulfilment of the purchase. However, the Customer is at liberty to require Lesjöfors to fulfil the purchase if such circumstances cease within a reasonable time. If the Customer fails to present its claim within a reasonable time, it loses the right to require that Lesjöfors fulfil the purchase.
- 23.1.4 Where the delay is of material significance or the Customer, prior to entering into the Agreement, has notified Lesjöfors that the Agreement is conditional on delivery of a product on a given day, the Customer may cancel the purchase. Where the Customer has required that Lesjöfors deliver a product within a given time extension and the time extension is not unreasonably short, the Customer may cancel the purchase if the product is not delivered within the time extension. During the time extension, the Customer may only cancel the purchase if Lesjöfors gives notice that the purchase will not be fulfilled within that time. Where the Customer has required fulfilment of the purchase but has not indicated a time extension, the Customer may cancel the purchase if the product is not delivered within a reasonable time after the claim has been presented.

23.1.5 The Customer can only invoke delay if Lesjöfors is notified thereof within a reasonable time from the Customer becoming aware of the delay; failing this, the Customer loses the right to cancel the purchase and claim compensation.

23.1.6 Where the delay is on the part of the Customer, as set out above, Lesjöfors is not obliged to deliver a product until the Customer pays for it (except where the Customer has obtained credit). Furthermore, Lesjöfors is entitled to choose either to require that the Customer pay for the product or to cancel the purchase (where the Customer's delay in payment constitutes a material breach of the Agreement). Lesjöfors reserves the right to cancel the purchase even after the Customer has taken possession of a product. Moreover, in the event of cancellation, Lesjöfors may claim compensation.

## **23.2 Defective/wrong product**

23.2.1 A product shall be deemed defective if it deviates from the terms of these GTCs and what was stated at the time of purchase. A product shall also be deemed defective if it:

- (i) lacks the characteristics and other distinctive features in terms of durability, functionality, compatibility, safety and other general features that are normally present in products of the same kind and which the Customer may reasonably expect given the nature of the product,
- (ii) does not match the information about the product's characteristics and other distinctive features or use which Lesjöfors, or a party in a previous sales chain or on behalf of Lesjöfors, has provided during marketing of the product or otherwise prior to the purchase, and
- (iii) is not accompanied by the packaging and other accessories, as well as instructions governing installation, assembly, use, storage and care, which the Customer may reasonably expect.

A product that deviates from (ii) shall not be deemed defective if, at the time of purchase, Lesjöfors has informed the Customer of the deviation and the Customer has expressly and separately given its approval, or if Lesjöfors shows that:

- (a) the information has been corrected prior to purchase in a manner that is equivalent to that in which the information was initially provided,
- (b) the information has had no bearing on the purchase, or

(c) the information has been provided by a party other than Lesjöfors and Lesjöfors was unaware of – nor ought it to have been aware of – the information.

23.2.2 Where products You have purchased are defective, or are otherwise damaged when You receive them, or if You receive the wrong products, We request that You contact Us as soon as possible and report the defect/damage. We will then get back to You with a suggested solution. Depending on the nature of the defect, this may mean that the product will be repaired or exchanged or that You will be able to return it.

23.2.3 Where the product has been damaged in transit during delivery, We recommend that You immediately report this in writing to our customer service so that We can make a prompt complaint to the carrier. It is therefore of the utmost importance that You report the damage immediately. Where there is visible transit damage on the external packaging, You must point this out on receipt of the package. For the complaint to the carrier to be processed correctly, You must save the packaging and the address label which accompanied the damaged shipment.

23.2.4 Please note that You are not entitled to return a product on the basis of: (i) a defect or damage which We had already informed You of prior to your purchase and receipt of the product; (ii) your using the product in a way that is unintended or contrary to the product's instructions or guidelines for use, and such use has caused the fault; or (iii) normal wear and tear, deliberate damage or careless use.

### **23.3 Compensation**

23.3.1 The Customer is entitled to claim compensation for damage the Customer sustains as a result of Lesjöfors' delay or a defective product. However, this does not apply if Lesjöfors demonstrates that the delay or defect is due to an impediment beyond Lesjöfors' control which Lesjöfors could not reasonably be expected to have anticipated at the time of purchase and whose consequences Lesjöfors could not reasonably have avoided or overcome. Where the delay is due to a party engaged by Lesjöfors, Lesjöfors is only released from liability if the engaged party would be so released as stated above.

23.3.2 Compensation due to delay or defect in a product comprises reimbursement of expenditure, compensation for loss of income and difference in price in the event of a substitute purchase, as well as other loss. Compensation in the event of defect also applies to damage to any other property belonging to the Customer or a member of the Customer's household, provided that the property is intended primarily for non-business purposes. Under no circumstances shall compensation cover business losses.

## **24 Right of complaint**

- 24.1 You have a right to complain about a product within three (3) years from the date You received it, as set out in current consumer legislation. If You have not complained about the defect within three (3) years from the date You received the product, You forfeit the right to complain about the defect. However, if You discover a defect in the product, You must notify our customer service in writing within a reasonable time from the date You discovered it, otherwise You will forfeit your right to complain about the defect. If You complain about the defect within two (2) months, this shall always be deemed to be a reasonable time.
- 24.2 In your complaint notification to Us, You must state what is wrong with the product. Lesjöfors is obliged to remedy defects that are original to the product and were therefore present when You purchased it. In such cases, the most appropriate remedy may be for Lesjöfors to e.g. repair the defect, exchange the product for a new one which is defect-free, give You a price reduction or cancel the purchase. For more information on how Lesjöfors deals with complaints, please see the order confirmation.

## **25 Right of withdrawal**

- 25.1 No right of withdrawal applies to products manufactured according to your instructions, which are in some way clearly customised or which would normally not be part of Lesjöfors' range.
- 25.2 Current consumer legislation specifies a withdrawal period of fourteen (14) days for a purchase. The withdrawal period commences once You receive the ordered product. This means that, in principle, You are entitled to cancel your purchase – without providing a reason – by notifying our customer service in writing at any time from order placement, but within fourteen (14) from the date You received the product.
- 25.3 If You exercise your right of withdrawal, the product must be returned within fourteen (14) days from the date You notified Lesjöfors of your withdrawal. Unless We have notified You otherwise, You will pay the return shipping charge. The product must be sent properly packaged, in good condition and in its original box. To return a product, You must contact Lesjöfors as set out in the order confirmation. You are liable for the condition of the product after receiving it and for the risk in transit during return shipment. Your liability ceases once Lesjöfors has received the returned product. Please save the dispatch note for the returned product.
- 25.4 Lesjöfors will reimburse the amount for the returned product as soon as possible, and no later than fourteen (14) days from the date We received your notification of withdrawal. However, Lesjöfors reserves the right to withhold

reimbursement until Lesjöfors has received the product or You have provided proof that the product has been returned, e.g. via a dispatch note. Reimbursement will be made to You using the payment option You chose at the time of order, unless mutually agreed otherwise.

- 25.5 If You want to exercise your right of withdrawal, You can also use the standard form available from the Swedish Consumer Agency (<https://publikationer.konsumentverket.se/kontrakt-och-mallar/angerblankett>).
- 25.6 Please note that no right of withdrawal applies to products manufactured according to your instructions or which are in some way clearly customised.
- 25.7 If You have received a defective product, You must immediately notify Lesjöfors accordingly, as set out in the order confirmation, and return the product. Lesjöfors will reimburse You in full for products We deem defective. The provisions contained herein in no way limit your current statutory rights.

## **26 Limitations on liability**

- 26.1 Apart from the provisions of these GTCs and statutory law, We are not liable for costs or other damage the Customer has incurred or sustained. Furthermore, under no circumstances are We liable for costs or damage incurred or sustained by a party other than the Customer.
- 26.2 We are not liable for business losses. Where the Customer uses the products for commercial purposes such as e.g. reselling, We will not be liable to the Customer for loss of profits, loss of business, disruption to business or loss of potential business (indirect losses/damage).
- 26.3 We are not liable for indirect damage or other financial loss that the Customer or third party may sustain due to the Customer's use of the product, purchase of products, defects or operating failure, apart from what is laid down in applicable statutory consumer law.

## **27 Force majeure**

- 27.1 Where a delay in delivery is due to an impediment or circumstance beyond our control that We could not reasonably be expected to have anticipated at the time of purchase and whose consequences We could not reasonably have avoided or overcome, the Customer is not entitled to compensation or other recompense for the delay. Such impediments may include e.g. industrial dispute, war, fire, lightning strike, terrorist attack, a change in authority provisions, spread of disease, natural disasters or certain types of technical



problems or defects in electrical/telecommunication/data connections or other communication.

- 27.2 If the delay is due to a party We have engaged to fulfil the purchase in whole or in part, We are not liable for compensation if the party so engaged is not liable in accordance with the above. The same applies if the delay is due to a supplier We have engaged or another party in a previous sales chain.
- 27.3 Where a situation as set out above transpires, We will inform the Customer accordingly as soon as possible. Where the circumstance or impediment has persisted for more than two (2) months, both You and We are entitled to cancel the purchase with immediate effect without any claim for compensation or liability to pay damages.

## **28 Returns**

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

## **29 Intellectual property rights**

- 29.1 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.
- 29.2 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.

## **30 The Customer's duty to inform**

- 30.1 The Customer must inform Us without delay of any changes to the information provided to Us or other circumstance that may conceivably affect the relationship between the parties.
- 30.2 The Customer is responsible for ensuring all details provided by it are correct. If the Customer has provided incorrect information and the incorrect information has had a negative impact on the Customer or Us, the Customer will be liable for any resulting additional costs or damage.

## **31 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, Lesjöfors must be contacted accordingly; Lesjöfors' contact details can be found in the order confirmation.

## **32 Assignment**

32.1 We are entitled to assign all or some of our rights and obligations under these GTCs. The Customer is not entitled to assign its rights or obligations under these GTCs without our prior written agreement.

32.2 We reserve the right to assign or pawn liabilities, including instalments, which have arisen in connection with delivery of the product.

## **33 Acting in breach of the GTCs**

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

## **34 Processing of personal data and cookies**

34.1 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 on 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.

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

## **35 Complaints and feedback**

Praise or complaints are gratefully received via the contact details provided in the order confirmation.

## **36      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.

## **37      Alternative dispute resolution (ADR) for consumers resident in the EU**

37.1      These GTCs are governed by Swedish law.

37.2      In the event of a potential dispute, our aim is to always reach the best possible solution based on what has happened. If the dispute cannot be resolved by mutual agreement with Lesjöfors (see the contact details in the order confirmation), You can contact the National Board for Consumer Disputes (ARN). You will find more information on them at [www.arn.se](http://www.arn.se). You can also contact ARN via their postal address: Box 174, 101 23 Stockholm. ARN can give You more information about their procedure and answer any questions You may have about their process.

37.3      You can also submit complaints directly online via the ODR platform of the European Commission, which You will find [here](#). When You submit a complaint via this platform, your case is automatically forwarded to the relevant national approved dispute resolution body. This dispute resolution body will then contact Lesjöfors and attempt to resolve the dispute without involving a court.

37.4      Any dispute arising from these GTCs, or which otherwise affects the legal relationship between You and Lesjöfors, and which cannot be decided in another way as set out above, shall be finally decided at a Swedish district court.

## **38      Company information**

You can find company information regarding Lesjöfors in the order confirmation.