

# Garantell

Garantell AB's ('Garantell') general sales and delivery terms and conditions

## Applicability

1. These general delivery terms apply and are valid insofar as they are not amended by means of written agreement between the parties.

## Offer

2. Garantell's quoted price or offer is valid for 30 days from the date of the quoted price/offer.  
3. Costs of samples are included in the quoted price only if this is specifically stated.

## Acknowledgement of orders

4. Order confirmation from Garantell is binding upon the buyer and Garantell.

## Terms of delivery

5. Unless a delivery clause is agreed upon, delivery shall be CPT within Sweden, DAP for the rest of the European Union and DDP for Norway and Switzerland, in accordance with the INCOTERMS included in the agreement. If a delivery clause is agreed upon, it shall be interpreted in accordance with the INCOTERMS included in the agreement.

6. Upon Ex Works delivery outside Sweden, the buyer is charged a fee of EUR 100 for administrative costs. The buyer must also provide documentation proving that the goods have left Sweden, such as customs documents (requirement of the Swedish Tax Authority). If Garantell does not receive such documentation within two weeks of the delivery date, the buyer is charged 25% of the order value (equivalent to VAT).

7. The following is required in order for Garantell's shipping undertaking to apply for DAP, DDP or CPT delivery terms:

Correct delivery address

Recipient's name and telephone number

Unless specifically agreed, unloading is by the buyer from the side of the vehicle to a loading bay or ground level.

Unloading on weekdays 7:00 – 16:00

## Delivery time, etc.

8. Changes of address may be made no later than six (6) days before the estimated day of departure from Garantell, in accordance with section 9 below. In the event of changes, Garantell charges a fee corresponding to the actual cost incurred as a result of the buyer's changes. This includes storing cost in case of a postponed delivery.

9. Delivery shall take place as prescribed in the order confirmation. In addition to the delivery time specified in the individual agreement, Garantell is entitled to extend the delivery time, although by no more than (1) month. Delivery occurs on time if, within the delivery time (or new delivery time following extension), the goods are either collected/dispatched or reported as ready for collection/dispatch, depending on the contractual delivery terms.

10. Garantell shall inform the buyer about an anticipated change to the delivery time for all or parts of the delivery as soon as possible.

11. As all Garantell products are made to order, the buyer is not entitled to cancel the order.

## Standard shipping (no guarantee)

12. For agreements regarding standard shipping, Garantell gives an estimated delivery date and states that delivery may take place a few days before or after the estimated delivery date. In the event of an extended delivery time, as per section 9 above, Garantell compensates the buyer by up to EUR 100, except for in the event of force majeure; see section 31. However, the above applies only to delivery

terms and conditions in accordance with section 7.

#### **Guaranteed shipping**

13. For Guaranteed Shipping agreements, Garantell guarantees delivery on the agreed delivery date or at the agreed time or within an agreed timescale. In the event of an extended delivery time, as per section 9 above, Garantell compensates the buyer by up to EUR 700, except for in the event of force majeure; see section 31. The above applies only to delivery terms and conditions in accordance with section 7.

#### **Packaging**

14. All packaging is included and becomes the property of the buyer.

#### **Cancellations/amendments of orders and returns**

15. Cancellations/amendments of orders are not allowed as all Garantell products are made to order.

16. Returns of delivered products are not allowed as all Garantell products are made to order.

#### **Prices and payment**

17. All quoted prices and order prices exclude value added tax or similar taxes and/or charges in accordance with Swedish law.

18. Payment must be made in accordance with the payment terms of the final order confirmation. If the buyer does not pay within the designated time, or within the time that is otherwise specifically agreed, overdue payment interest shall be payable at the prevailing applicable reference rate with the addition of twelve (12) percentage points, along with an overdue payment fee as per the information on the invoice.

19. In order to be considered, comments regarding an invoice must be presented within seven (7) days of the invoice date.

#### **Collateral and withholding of delivery**

20. If there are reasonable grounds to assume that the buyer will not fulfil the contractual obligation incumbent upon the buyer, Garantell is entitled to require that acceptable collateral be provided for fulfilment. If this is not done without unreasonable delay, Garantell is entitled to cancel, in writing, the purchase of undelivered goods. If there are reasonable grounds to assume that the buyer will not fulfil the contractual obligation incumbent upon the buyer, Garantell is also entitled to withhold future deliveries to the buyer.

#### **Acceptance inspection**

21. The buyer must carry out an acceptance inspection upon arrival of the goods. The buyer's acceptance inspection should, among other things, include checking the received goods against the packing slip and checking for visible damage to the goods and their packaging. Any observed damage and discrepancies in quantity must be immediately reported to the carrier and noted on the consignment note when the goods are signed for.

22. If the buyer does not accept the goods on the agreed date, the buyer is still liable for payment as though the goods had been delivered. This also includes goods that have suffered damage as a result of external effects during delivery. If the buyer does not accept the goods, Garantell is entitled to invoice additional costs.

#### **Complaints regarding deficiency or damage**

23. Complaints about defects in goods should be made within six (6) days of delivery. This also includes defects not visible until the unpacking of the goods. Complaints must be made in writing and complaints must be supplemented with photographs that show the claimed defect. If the buyer fails to make such comment within the prescribed period, despite the buyer having discovered or the fact that the buyer should have discovered the discrepancy, the buyer loses the right to claim redress.

#### **Garantell's liability for defects in goods**

24. Garantell provides a two (2) year warranty for its products. The warranty liability means that Garantell undertakes to rectify defects that arise and are reported to Garantell within two (2) years of delivery. The warranty applies only if the product is installed in accordance with Garantell's directions. Garantell is not liable for defects that are due to faulty assembly or installation or for defects that occur owing to abnormal use or other factors attributable to the buyer. The warranty liability does not cover wear and tear.

25. If it becomes apparent that the goods are defective, Garantell is obliged, within a reasonable period of time and at its own discretion, to either rectify the goods' defects or carry out redelivery. Garantell's undertaking also includes liability for necessary shipping of defective or exchanged goods, but not for costs owing to the goods having been used by the buyer. Garantell's liability for defects only applies if the product is installed and used in accordance with Garantell's directions.

26. If Garantell does not rectify a defect or undertake redelivery within a reasonable time in accordance with section 25, the buyer is entitled to cancel the agreement with respect to the part of the delivery affected by the defect. This buyer's right of cancellation applies to the entire delivery if the part that is affected by a defect is a significant part of the delivery and the purpose of the delivery is invalidated as a result of the defect. The buyer's right of cancellation applies no earlier than one (1) month after the defect should have been rectified/redelivery should have been undertaken.

27. The buyer is not entitled to compensation for damage to property other than the goods sold or for personal injury, nor to compensation for financial loss to any extent other than applies in accordance with mandatory legislation.

#### **Return of damaged/defective goods**

28. Returns of damaged or defective goods may only take place once Garantell has approved such return in writing.

29. Returns must be sent back to Garantell with the original packaging. Otherwise the goods will not be credited. Returns must be accompanied by a copy of the relevant invoice or proof of payment.

#### **Information**

30. All written or verbal undertakings and commitments that precede the agreement between the parties are replaced by the content of the agreement and relevant appendices.

#### **Force majeure**

31. Garantell shall be exempted from an obligation to fulfil assignments if Garantell is prevented by circumstances over which Garantell has no control and is reasonably unable to predict.

#### **Limitation of liability**

32. Garantell is not liable for delays or defects to goods beyond the terms of these general sales and delivery terms and conditions. For example, Garantell is not obliged, for reasons of delay or defect to or deficiency in a product, to pay any compensation to the buyer for expenditure, production losses, loss of profit or other direct or indirect loss. This limitation of liability applies provided that Garantell has not been grossly negligent. Garantell's liability for compensation is, in any event, limited to the cost of the delivery in question. The buyer is obliged under all circumstances to limit its damages.

#### **Disputes and applicable law**

33. Disputes arising from this agreement shall ultimately be determined by means of arbitration in accordance with the Simplified Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Arbitration proceedings shall take place in Värnamo. Such proceedings shall be conducted in Swedish. Disputes shall be governed by Swedish law.

Notwithstanding the above, however, each party is entitled to bring legal action regarding undisputed overdue claims in a public court of law.

**ATTENTION! Important Brexit information for customers in the UK:**

34. All quotes made or revised as of the 1st of December 2020 might be object to a change in freight terms and cost once they are ordered, if the delivery date is after the 31st of December 2020. Significant delivery delays are to be expected, due to border controls and customs clearance from the 1<sup>st</sup> of January 2021. This paragraph concerns customers in the United Kingdom only.

**Covid-19**

35. We follow requirements and recommendations from each country's individual authorities regarding Covid testing of drivers during transports to customers. Individual requirements from customers cannot be met. If the receiver refuses to accept the goods, we will charge the cost that the conveyor requires.