

General Terms of Sale regarding Europa Import Båstad AB:s products & services (2018-10-01)

1. Preamble:

- (1.1.) Europa Import Båstad AB is hereinafter referred to as **Europa**. Person, company or organization buying any products and/or services is hereinafter referred to as the Customer.
- (1.2.) The term "product" includes packaging and other material delivered with the product. Delivery is made with components for assembly of the final product.
- (1.3.) Invoices and shipping documents made is hereinafter referred to as effectuated. The same term applies when a product, which not normally is in stock, has been order from a third party by **Europa** and/or manufacturing thereof has begun.
- (1.4.) The Swedish Sales of Goods Act is applicable when the Customer is a company or an organization.
- (1.5.) The Swedish Consumer Sales of Goods Act, Consumer Services Act, Distance and Doorstep Sales Act and E-commerce Act are applicable when the Customer is a person.
- (1.6.) Unless mandatory legislation states otherwise, these terms are applicable on all sales.
- (1.7.) **Europa** preserves the right from time to time to adjust these general terms.
- (1.8.) The latest valid general terms are available on **Europa**'s web page, see paragraph 2 below.

2. Company information:

VAT No: SE556561-681901. Web page: www.europaimport.se, where information regarding address, contacts, vacations etc. is available.

3. Collections:

- (3.1.) **Europa** preserves the right to make changes in its collections of products as well as withdraw products or make changes of a product as well as the construction of a product before a purchase is effectuated.
- (3.2.) Every mounting kit contains M8 pipe clamps, when needed for assembly.
- (3.3.) The mounting kit does not contain mounting paste.
- (3.4.) Standard kits do not contain installation instructions unless needed.
- (3.5.) All fixing elements, for example but not exclusively bolts, washers, nuts etc. are attached loosely with the mounting kit/in the packaging.
- (3.6.) It is possible, when specifically agreed, to apply the Customers own label, logo, article number and barcode.
- (3.7.) Orders regarding loose items are packed in bags of various sizes depending on number of items ordered.
- (3.8.) EAN-13 code is used on all labels as standard barcode. Please note that if there are several items in the same bag (see 3.7 above), the barcode on the label defines only a single item.

4. Offer and Agreement:

- (4.1.) **Europa**'s offer is valid during thirty (30) days from issuing date, unless otherwise agreed in writing.
- (4.2.) By the Customer's written confirmation of the offer, within the stipulated time above, an agreement between the parties has occurred. An agreement between the parties has also occurred if the Customer makes an order due to the offer and its contents.
- (4.3.) If the agreement between the parties is delivery on demand and the Customer delays one and/or several suborders, **Europa** has the right to continue manufacturing according to plan and demand payment according to the agreement, unless the Customer indemnifies **Europa** all costs due to the delay.
- (4.4.) An on-going agreement without termination date can be terminated with one (1) calendar month notice from each party in writing, i.e. with starting date from the first day of the following calendar month.
- (4.5.) **Europa** reserves the right to adjust the terms of the agreement. If the Customer is not satisfied with the adjustment, the Customer has the right to give notice in writing with one (1) calendar month notice, i.e. with starting date from the first day of the following calendar month.
- (4.6.) The Customer is not allowed to transfer this agreement, in whole or part thereof, to a third party without the prior written consent of **Europa**.
- (4.7.) **Europa** has the right to transfer tis agreement, in whole or part thereof to a third party, including the right to transfer the right of payment from the Customer to a bank or finance company.

5.1. Prices (products):

- (5.1.1.) All prices are in SEK ex VAT.
- (5.1.2.) The Prices are including normal packaging for each product. Shipping packaging, for example but not exclusively, pallets, pallet collars and cardboard packaging, is not included in the price, but charged separately at daily price.
- (5.1.3.) If the Customer requires products packed in bags with the logo and article number of the Customer, the minimum order is 100 bags.
- (5.1.4.) All orders are noted according the valid pricelist of the order date and VAT according to legislation when invoiced.
- (5.1.5.) **Europa** preserves the right to price adjustments due to, for example but not exclusively, taxes and other legislated fees, commodity price, exchange rates, change in mountain kits and such.
- (5.1.6.) Change in prices regarding products in ordinary stock is announced at least one month before effectuated. However, if the Customer's specific mounting kit is changed during an agreement period, the prices are adjusted immediately. Specially ordered products are charged according to **Europa**'s from time to time valid pricelist.
- (5.1.7.) Tooling costs. Where a special tool is required for manufacture, the purchaser will only be charged for part of the actual cost of such tool and it shall remain our property. The purchaser shall pay its entire share of such cost, even if the delivery is restricted or does not occur.

5.2. Prices (services):

- (5.2.1.) All prices are in SEK ex VAT.
- (5.2.2.) Services are charged for each begun period of fifteen (15) minutes.
- (5.2.3.) All travel expenses are charged at self-cost rate. Travelling in private car will be charged at three hundred and fifty (350) SEK per kilometre.
- (5.2.4.) If the service requires a vehicle and/or tools, **Europa** is only responsible for its own employees and vehicle/tools. The Customer is required to uphold insurance needed regarding others.
- (5.2.5.) **Europa** has no responsibility regarding damage on goods from a third party caused by its vehicle/employees unless due to gross negligence or intent, for example but not exclusively, when loading goods. The Customer is to withhold insurance for such events. **Europa** can provide such insurance on demand at self-cost rate.

6. Terms of payment:

- (6.1.) Payment is due within fifteen (15) days from issuing date of invoice unless payment is made directly.
- (6.2.) **Europa** preserves the right to make its own inquiries of credibility when convenient and the right to refuse credit in its own discretion regardless of previous credit to Customer.
- (6.3.) Late payment will be charged an interest of two (2) per cent per month and reminder fee according to Swedish legislation.
- (6.4.) For orders of less than five hundred (500) SEK an administration fee of one hundred (100) SEK and fifteen (15) SEK/product type is added.
- (6.5.) The Customer has no right to modify an invoice due to any discrepancy between items on delivery note and invoice or withhold payment due hereto. If the Customer makes such adjustment/withhold payment, interest according to paragraph (6.3.) above will be charged. **Europa** will make adjustment when the next invoice is issued or by a specially issued credit note
- (6.6.) **Europa** preserves the right to stop deliveries if the Customer is in delay to fulfil its obligations under the agreement or when a dispute has occurred between the parties.
- (6.7.) Down payment will not be reimbursed if the Customer wants to cancel a purchase.
- (6.8.) All costs due to payment, domestic as well as abroad, to **Europa**, is to be paid by the Customer without reimbursement from **Europa**. Any reduction made by the Client due to this will be considered as a late payment and paragraph (6.3.) above is applicable.
- (6.9.) If **Europa** has due cause to assume that the Customer will not fulfil its obligation under the agreement between the parties, **Europa** has the right to demand security for the fulfilment on **Europa**'s discretion. If the Customer does not comply herewith, **Europa** has the right to immediately end the agreement and claim damages for any loss occurred.
- (6.10.) **Europa** has lien in all goods and other property of the Customer in **Europa** possession, securing the fulfilment of the Customer's obligations. If the Customer fail to fulfil his obligation due to the party's agreement and/or **Europa**'s invoice **Europa** has the right to realize the pledge as **Europa** pleases and providing no legal impediments exist and from the purchase price cover the Customer's debt.
- (6.11.) All products remain the property of **Europa** until fully paid.

- (6.12.) Any complaints against an invoice are to be made within seven (7) days from issuing date to be valid.
- (6.13.) If the Customer refuses to receive goods, the Customer is still obliged to pay the delivery according to the agreement between the parties.
- (6.14.) All deliveries are invoiced according to the date of shipping documents & delivery bookings.

7. Time of delivery:

- (7.1.) Normal time of delivery for products in stock is 3-7 labour days unless otherwise expressly agreed. Due to high workload or when item temporarily is missing in stock time of delivery can be longer.
- (7.2.) **CibAB** preserve the right to vary time of delivery five (5) labour days before and after agreed delivery date since such date is not definite unless expressly agreed.
- (7.3.) If the Customer do not accept time of delivery and therefore wishes to cancel ordered made, cancellation thereof shall be made to **CibAB** within two (2) days after receipt of order acknowledgement.
- (7.4.) **CibAB** preserve the right to make partial deliveries without notifying the Customer.
- (7.5.) If the Customer wishes partial delivery of a product, which normally would not be partial delivered, the Customer is to pay any and all costs arising due to the partial delivery.
- (7.6.) Damages is not paid by **CibAB** due to delay in delivery or when delivery is withdrawn by **CibAB** with due cause.

8. Terms of delivery:

- (8.1.) All delivery is made EXW (001), see paragraph (8.4.) below. **CibAB** can, if the Customer so wishes, provide delivery to the Customer by transporter chosen by **CibAB** on the Customers own cost and risk. **CibAB** will invoice the Customer according to the transporter from time to time charged price.
- (8.2.) It is the Customers obligation to give **CibAB** correct delivery address. Any extra costs due to fault in delivery address are to be paid by the Customer.
- (8.3.) **CibAB** does not use any form of pallet pools some transporter provides as these do not fulfil the demands of some customs in Europe regarding packaging between countries.
- (8.4.) **CibAB** solely use delivery clauses by ICC; Incoterms/combi terms (see: www.europaimport.se - Villkor/Conditions – Combi term/Incoterm)

9. Transport damage:

- (9.1.) If a delivery is suspected to be damaged upon reception, remarks are to be made immediately to the driver and noted on the bill of lading. If not duly noted complaints are not valid. Furthermore, the Customer is obliged to give notice to **CibAB** within three (3) labour days per fax or mail enclosing the bill of lading, with confirmation of the damage by the driver.
- (9.2.) Transport damage, which has not been duly registered, will not be compensated.
- (9.3.) Any other damage on goods part from when transported is to be claimed with **CibAB** by fax, mail or registered mail on the Customers responsibility within seven (7) working days from reception of the goods. Otherwise, the Customer has no right to claim damage.

10. Change in order:

- (10.1.) Any remarks regarding the acknowledgment is to be done within two (2) labour days from date of fax or mail from **CibAB**.
- (10.2.) The Customer may change the order regarding products, without additional costs apart from price difference on item, until the order has been effectuated, with the reservation that some item may not normally be in stock.
- (10.3.) Change in numbers and/or items in order are treated as a new order unless otherwise agreed in writing.
- (10.4.) For orders over 500 pieces, **CibAB** has the right to over/under deliver by +/-20%.

11. Customer's annulation of order:

- (11.1.) The Customer may revoke an order without any costs regarding products in stock, until the order has been completed see paragraph (1.3.) above. Annulation of specially made product is not allowed.
- (11.2.) Annulation of order when the order has been completed is not allowed.
- (11.3.) When order has been completed, the Customer is obliged to receive the delivery and pay all costs due to the delivery.

12. Backorder:

- (12.1.) Backorder is normally delivered from incoming production or from deliveries from third party.
- (12.2.) Backorder is normally delivered on the next time of delivery. If the Customer is in need of the product prior hereto, and gives **CibAB** notice with explanation of the necessity, **CibAB** may at its own discretion make a separately delivery of the missing items to the Customer's normal delivery address, without any costs for the Customer.
- (12.3.) **CibAB** preserves the right to annul backorder, in writing by mail or fax, without any compensation to the Customer. Any prepaid payment will then be reimbursed the Customer
- (12.4.) If the Customer wishes to annul backorder **CibAB** is to be immediately noticed in writing by mail or fax. Any prepaid payment will not be reimbursed the Customer
- (12.5.) **CibAB** is not liable for damages of any kind, direct or indirectly, due to delay in delivery and/or when a delivery is annulled.

13. Errors in delivery:

- (13.1.) Any claims made seven (7) labour days or later after reception of goods is not valid.
- (13.2.) If **CibAB** has made any wrongful delivery, **CibAB** will pay transportation costs for the return and the transportation cost of the correct delivery by freighter chosen by **CibAB** and after written agreement between the parties.
- (13.3.) In discrepancies between number of items in the delivery note and invoice see (6.5.) and (10.4.) above.
- (13.4.) When returning a fault delivery, the Customer is obliged to and mark each product as stated in (14.3.) below and note and enclose the following information:
 - (13.4.1.) Customer No.
 - (13.4.2.) Order No.
 - (13.4.3.) Date of delivery.
 - (13.4.4.) Our reference approving the return.
 - (13.4.5.) Our return No.
 - (13.4.6.) Item No on product returned.
 - (13.4.7.) The cause of return.

14. Returns:

- (14.1.) Products specially made for the Customer or products not normally in stock cannot be returned.
- (14.2.) Before returned its is mandatory to receive a number of return from **CibAB**.
- (14.3.) The returned products are to be clearly marked with number of return, customer number and item number.
- (14.4.) Each returned product is to be thoroughly packed, even if the product is default, to provide any (further) damage. **CibAB** should be contacted if any hesitation on packaging.
- (14.5.) The Customer arranges transport to **CibAB** with transporter approved by **CibAB** on **CibAB**'s expense when a valid return is at hand.
- (14.6.) When the return is invalid due to warranty or complaints, and, for example but not exclusively, no fault can be detected, incomplete documentation, expiration of warranty either due to time or uncaring and/or faulty handling of the product, a fee of two hundred (200) SEK ex. VAT will be charged for handling the return. Furthermore, cost for transportation will be charged.
- (14.7.) No of return is valid for fourteen (14) from issuing date.
- (14.8.) Any packages lacking No of return or is send with cash on delivery of any kind will not be accepted and receipt refused on the Customer's own risk.
- (14.9.) Any packaging sent with acknowledgement of receipt from any other transporter than approved by **CibAB** will not be accepted and receipt refused on the Customer's own risk.
- (14.10.) **CibAB** reserves the right to replace faulty product with a similar product if no identical product is available.
- (14.11.) Please observe that receipt of No of return is **not** to be considered as an approved return
- (14.12.) Any return due to wrongful order or such is on the Customer's own risk and cost.
- (14.13.) All returns are to be clearly marked and documented as stated in paragraph (13.4.) above

15. Repurchase:

- (15.1.) **CibAB** only buys back products from companies and organizations, not a consumer.

- (15.2.) The Customer is responsible for all costs and risk due to the repurchase i.e. the products are delivered free **CibAB**'s warehouse.
- (15.3.) **CibAB** may, after agreement with the Customer, buy back a product at 60 per cent of its originally invoiced value and a handling fee of fifteen (15) SEK for each type of products.
- (15.4.) **CibAB** will not accept to buy back any product containing any form of rubber, specially ordered products not normally in stock, products no longer in **CibAB**'s stock, a product that has been mounted or if the original packaging has been broken.
- (15.5.) **CibAB** will not buy back any kind of shipping packaging, (EUR-pallets, pallet collars and different forms of corrugated packaging).

16. Warranty:

- (16.1.) Three (3) years or a maximum of 30.000 km. general consumer warranty is valid for all **CibAB**'s products with the following exception. If the article contains any form of rubber >NR< (Natural Rubber) and has not been in stock more than one (1) year at the customer or its customer from the date delivered by **CibAB**: Two (2) years or a maximum of 30.000 km. Such product is to be considered as perishable.
- (16.2.) The warranty is for the function of the product.
- (16.3.) Not in any case is the warranty valid for discoloured surface, finishing or such.
- (16.4.) **CibAB** is not responsible for any fault caused by unforeseeable working conditions, wrongful use or mounting, changes without the written consent from **CibAB**, the Customer's wrongful performed reparations, abnormal wear or deterioration.
- (16.5.) The warranty is only valid if the product has been used for vehicles and engines as standard.
- (16.6.) The warranty is not valid when racing.
- (16.7.) The warranty for universal parts is only valid on workmanship and material defects.
- (16.8.) Subcontracting of parts for use as part of another product the warranty is only valid on workmanship and material defects.
- (16.9.) Subcontracting with the Customer's tools the warranty is only valid on workmanship and not the product itself.
- (16.10.) The warranty can only be claimed when the following is provided **CibAB**:
- (16.10.1.) A copy of receipt showing date of purchase, purchase place, its name, address and phone number.
- (16.10.2.) The Customer's name, address, phone number, the registration number of the car, its chassis number and mileage when the product was mounted as well as mileage when the fault was discovered.
- (16.10.3.) The Product is to be showed to **CibAB** or to person appointed by **CibAB**.
- (16.10.4.) Documentation regarding the fault, how it occurred as well as date of complaint.
- (16.11.) Warranty claims are always first to be addressed to the purchase place.
- (16.12.) Any parts replaced or revised by **CibAB** due to warranty is covered by the same warranty as the original product.
- (16.13.) Receipt of replacement is not to be considered as an approved claim. The replacement is only part of **CibAB**'s policy to solve the Customer's immediately problem.

17. Product information such as catalogues, drawings, pictures, product sheet, installation instructions, ads, website, computer files etc.:

- (17.1.) Information regarding dimension, weight, technical performance, reference number and other data in catalogues, on the website, in product sheets, ads etc. are approximate and only binding when expressly agreed.
- (17.2.) Any and all pictures and information on websites, in catalogues, product sheets, drawings and any kind of computer files is the sole property of **CibAB** and may only be used when expressly allowed by **CibAB**.
- (17.3.) The Customer is obliged to provide some sort of watermark on all pictures provided by **CibAB** clearly visible on the article in the picture.
- (17.4.) Any and all drawings and technical documents provided by either party is the sole property of that party and may not be improperly used, reproduced, copied or disclosed to third party.
- (17.5.) **CibAB** preserves the right to apply and own the patent rights, right of design or such rights when developing, designing and/or producing on behalf of the Customer or itself if not otherwise agreed.
- (17.6.) Car manufacturers' name and number is only used for reference purposes.
- (17.7.) Car manufacturers' article number may not be used in offers or invoices to car owners/consumer.
- (17.8.) All efforts have been made to assure that all product information provided by **CibAB** are accurate, however **CibAB** is not liable for any costs or damage due to any fault or mistake in such information.
- (17.9.) It is hereby informed that the parts provided by **CibAB** is not made by a holder of the trade mark of the car manufacturers mentioned in the product information or anyone with right to use such trade mark.

18. Patent and the like.

The purchaser alone is responsible for ensuring that manufacture and sale of items ordered do not infringe another party's right to patents, trademarks, patterns or models and is under a duty to compensate us for any costs, loss or damage we may incur as a result of such infringement or disputes in respect thereof.

19. Liability for the product's harmful attribute after take over:

CibAB is only responsible for personal injury when proven occurred due to negligence on behalf of **CibAB** or anybody **CibAB** is responsible for. **CibAB** has no responsibility for damages on any property when the product is the Customer's possession. **CibAB** has no responsibility for damages on products produced by the Customer or products in which such is a part. **CibAB** is never liable for indirect damages such as, but not exclusively, loss of income, loss of profit, downtime in production etc.

20. Events outside **CibAB**'s control and Force majeure:

If **CibAB** due to circumstances **CibAB** has no control over such as, but not exclusively, labour conflict, flooding, lightning fire, war, mobilization or military conscription, requisition, seized currency restrictions, government regulations, uprising, riots, restriction of power, general lack of transport, goods or energy, fault or delay in delivery from subcontractor due to such circumstances, **CibAB** has the right to annul the order or delay delivery without any penalty regardless if the circumstance occurs before or after agreed date of delivery.

21. Limitation of action:

Party who wishes to act due to fault or negligence on behalf of the other party must make the other party aware thereof in writing not later than seven (7) working days from the date the fault or negligence came to the party's knowledge or will be deemed invalid. Judicial action must then be taken within twelve (12) months from the date awareness has been made. No legal actions may be taken regarding circumstances that previously have been corrected due to settlement between the parties.

22. Confidentiality obligation:

CibAB and the Customer are obliged to act in confidence regarding knowledge achieved due to the agreement between the parties, such as but not exclusively, each party's business, terms and prices. Breach in confidence gives the aggrieved party the right to immediately end the agreement between the parties, without any penalty but the possibility to claim damages from the other party.

23. Personal / Company information:

CibAB register information about its customers in order to administrate and fulfil its agreement with the customers. The information is also used for statistic reasons, marketing analysis, risk management/analysis, evaluation of products and services provided. All information is held in confidentiality and outside **CibAB** only accessible to person/company concerned.

24. Applicable law and disputes:

The substantive law of Sweden shall govern the agreement between the parties.

Any dispute, controversy or claim arising out of or in connection with the agreement between the parties, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Helsingborg, Sweden and the language to be used in the arbitral proceedings shall be English.