

# Terms and conditions of sale LCV24

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## 1. Introduction

These terms and conditions of sale govern the sale of goods by member companies of the Swedish LCV Association (LCV) and shall apply unless otherwise agreed in writing between the seller (LCV company) and the buyer. These conditions apply only between businesses and should not be applied to sales to consumers. Similarly, the LCV company can use its own terms and conditions that complement LCV24 or are superior to LCV24.

## 2. Prices

Prices do not include value added tax or other taxes and charges. If, after the conclusion of the agreement, charges such as export or import charges, taxes or similar are introduced or changed which affect the price, the price will change to a corresponding extent.

Invoicing fees may be charged by the LCV company. The LCV company has the right to continuously adjust prices in catalogues, brochures, price lists etc., for example in the event of changes in exchange rates, other price adjustments from suppliers and market alignment.

## 3. Payment

Unless otherwise agreed, payment shall be received by the LCV company no later than 30 days after the invoice date. If a partial delivery is made, the payment for the same may not be withheld pending final delivery. Nor may payment for disputed claims be withheld if a collective invoice or similar would include disputed goods.

If payment is made after the due date, interest is payable as specified on the invoice.

## 4. Product information

The information in catalogues, brochures etc. is carefully and thoroughly processed, but does not claim to be exhaustive. Claims for compensation and consequential damages because of this catalogue information will not be accepted.

## 5. Drawings and descriptions

Drawings, pictures, technical descriptions, and samples relating to the products or their manufacture, which are provided by one party to the other, remain the property of the transmitting party. These may not be used for purposes other than those for which they have been provided without the consent of the other party. Nor may they be copied or otherwise brought to the attention of third parties without consent.

## 6. Delivery

Unless otherwise agreed, the product is sold ex the LCV company's warehouse. The goods become the buyer's responsibility when the freight forwarder picks up the goods from the LCV company. Unless otherwise agreed, transport packaging will be charged.

## 7. Security

The LCV company is entitled to demand an acceptable security. If this is delayed, the LCV company may cancel the contract if the products have not yet been delivered.

## 8. Liability for defects

The LCV company undertakes, in accordance with what is stated below, to remedy any defects occurring because of deficiencies in design and materials, which existed on the delivery date.

The LCV company is not responsible for defects in products used in competitive activities. If the product has been used more intensively than can be considered to have been expected upon signature of the agreement, the period for the LCV company's liability will be reduced accordingly.

Comments regarding defects in the products must be made in writing on the claims report provided by the LCV company, promptly and in any case no later than 14 days from the date on which the buyer has noticed or should have noticed the defect. In the case of defects that the buyer should have noticed upon reception, it is incumbent upon the buyer to inform the LCV company of the defect immediately after reception. If the buyer fails to notify the LCV company according to what has been specified herein, the buyer loses the right to rectification.

Defects consist, according to professional assessment, of deviations from normal standard. The LCV company's liability for defects also applies to incorrect delivery due to the LCV company, provided the buyer has not realised or should not reasonably have realised that incorrect delivery had taken place. It is the buyer's responsibility to check that the right product for the purpose has been obtained.

The LCV company's liability refers only to defects arising during proper use, storage, and handling. It does not include defects caused by circumstances that have occurred after reception.

It does not cover defects caused by inadequate maintenance or incorrect assembly, incorrect repair, normal wear, or deterioration.

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The LCV company's liability does not apply to defects arising from materials provided by the buyer or from a design stipulated by the buyer.

The LCV company's liability for defects means that the LCV company can choose to repair or exchange the defective product.

Repairs and replacements can either be carried out on the buyer's premises or, if the LCV company so requests, the buyer must send the product to the LCV company, or to the service workshop designated by the LCV company, for repair.

Rectification must be carried out within a reasonable period, given the buyer's needs, from the date on which the buyer has made a claim for the defect and has made the goods available at the point of sale or workshop.

Replaced products or replaced parts must be made available to the LCV company and become its property.

Other than what is stated above, the LCV company has no liability for defects.

The LCV company is not liable to pay to the buyer any compensation for loss of production, loss of profits or other indirect damage. However, this limitation of the LCV company's liability does not apply if the LCV company is guilty of gross negligence.

The stated time limits for rectification of defects are not extended by the LCV company's rectification of defects.

## 9. The buyer's liability

The buyer of the vehicle to be fitted out by the LCV company is responsible for ensuring that the vehicle is delivered to the LCV company on the agreed date. In case of delayed delivery of the vehicle, the LCV company must be informed of the delay no later than 30 days before the agreed delivery date. If the buyer fails to provide notification of the delay, the LCV company is entitled to invoice the cost for the material included in the agreed fit-out of the vehicle no later than 30 days after the originally agreed delivery date.

The buyer is responsible for ensuring that the vehicle specification is adapted to the LCV company's tender in terms of what will be fitted. If the vehicle specification deviates from the specification agreed in advance, the LCV company is entitled to invoice the extra cost that occurs in relation to the original tender.

## 10. Returns

If specifically agreed in each individual case, products may be returned. In such cases, the return must be approved in advance by authorised personnel and must take place on a form provided by the LCV company. Approval requires the specifications stated on the above-mentioned form. Only following approval from the LCV company may the buyer return the product, with freight prepaid by

the buyer. The product and its packaging may not have been changed or deteriorated.

In such cases, a return fee will be charged according to the time limits and amounts set by the LCV company at each given time.

## 11. Grounds for release (force majeure)

The following circumstances constitute grounds for release (force majeure) if, as a result, completion of the agreement is prevented or becomes unduly burdensome: labour disputes and any other circumstances beyond the control of the parties, such as natural disaster, flooding, fire, war, mobilisation or unforeseen military conscription of equivalent magnitude, requisition, seizure, foreign currency restrictions, insurrection and riots, scarcity of means of transport, general commodity scarcity, restrictions relating to motive power and defects or delays in supplies from subcontractors caused by such grounds. Circumstances that have occurred at the time of signature of the agreement constitute grounds for release only if their effect on the performance of the agreement could not be foreseen at that date.

It is incumbent upon a party wishing to invoke the grounds for release to inform the other party in writing without delay of the occurrence thereof and of its conclusion. If the grounds for release obstruct the buyer, it must reimburse the LCV company for the expenses it has incurred in securing and protecting the products.

If the performance of the agreement is delayed by more than six months due to the grounds for release mentioned above, each party is entitled, without restriction to what otherwise applies according to these provisions, to terminate the agreement by written notice to the other party.

## 12. Disputes

Disputes regarding this agreement, its validity, interpretation, or application thereof, as well as other disputes arising out of legal relationships due to the same, will finally be settled by arbitration administered at the Arbitration Institute of the Stockholm Chamber of Commerce. The Institute's Rules for Simplified Arbitration Proceedings will apply.

All information that emerges during the arbitration process, as well as decisions and arbitration awards announced in reference to the proceedings, shall be covered by confidentiality. Information covered by confidentiality may not be disclosed to a third party without the written consent of all parties unless this is necessary for execution of the judgment or is otherwise governed by law.