

# AHLSSELL'S GENERAL TERMS AND CONDITIONS OF SALE

## General

**Introduction.** These General Terms and Conditions of Sale ("General Terms and Conditions") apply to all offers made for or deliveries of Products and Services (as defined below) from Ahlsell Sverige AB, company reg. no. 556012 – 9206 ("Ahlsell"), and therefore constitute an integral part of the agreement (the "Agreement") between you as a Customer (the "Customer") and Ahlsell in connection with the purchase of Products and Services from Ahlsell. Commencing on the date stated below, these General Terms and Conditions supersede all previously applicable general terms and conditions of sale. Ahlsell reserves the right to modify these General Terms and Conditions of Sale at any time for publication on Ahlsell's website (www.ahlsell.se), upon which such modified General Terms and Conditions will take immediate effect. All purchases of Products and Services must be for Customer's professional use.

Notwithstanding the Customer's references in orders, requests or elsewhere to its general terms and conditions of purchase or other standard terms and conditions, such terms and conditions shall in no event apply to offers made for or sale and delivery of Products and Services by Ahlsell.

**Definitions.** In these General Terms and Conditions of Sale, the following terms shall mean as stated below:

**"Category"** means the categories used by Ahlsell from time to time for the division of Products in its range, such as Electricity, Technical insulation, Cooling, Ventilation, Tools, PPE and Supplies, HVAC and Sanitation, and Construction.

**"Non-Stocked Product"** means any Product other than a Stocked Product and Listed Product which are specifically sourced and/or adjusted for the Purchaser upon request by the Purchaser which may include a combination of Non-Stocked Products and Stocked Products.

**"Listed Product"** means any Product which has an article number in Ahlsell's system.

**"Product"** means any item, material, or product acquired by the Customer from, or through, Ahlsell including any related Services, if applicable.

**"Service"** means any service acquired by the Customer from, or through, Ahlsell.

**"Stocked Product"** means any Product which has a storage location in Ahlsell's warehouse system.

**Applicable industry terms and conditions.** Industry terms and conditions applicable to the Category in which the Product in question is included ("Industry terms and conditions") supplement these General Terms and Conditions of Sale as follows:

Category	Industry terms and conditions
Workstation	NL 17
Construction*	ABM 07 supplementing the General conditions for the purchase of goods intended for commercial construction activities (ABM07)
Construction plate	ABM 07
Electricity	ALEM 09
Consumables	NL 17
Cooling	NL 17 with supplement KYLA 22
Solar energy systems	See the Special terms and conditions
Technical insulation	NL 17
Garden & Leisure	NL 17
Ventilation	NL 17 with supplement VU 20
Tools & Supplies*, PPE (Personal Protective Equipment)	NL 17
Appliances & Home electronics	Appliances: APPLiA Bygg 2019 Home electronics: ALEM 09
HVAC and Sanitation	AA VVS 09

\* NL 17 applies to Fittings in the Construction Range and Fasteners in the Supplies Range.

For copyright reasons, Industry terms and conditions are included in these General Terms and Conditions of Sale by reference. See the "Special terms and conditions – Category" section for range specific terms and conditions for each Category.

**Contract documents.** In the event of conflicting information or regulations, unless otherwise specifically provided, the documents will take precedence in the following order:

1. the specifically drafted agreement between the parties, where applicable;
2. these General Terms and Conditions of Sale;
3. applicable Industry terms and conditions.

For the avoidance of doubt, any request for tender, specification or other document provided by the Customer shall never constitute a part of this Agreement. Irrespective of anything to the contrary in the applicable Industry terms and conditions, Ahlsell is not liable for deviations between a quote and a request for tender and is not obliged to inform of such deviation (if any).

**Authorisation.** As the Customer is liable for payment for all purchases made with the stated customer number, the Customer shall inform Ahlsell of changes in authorizations and delete authorizations that no longer belong to the Customer's organization. When making a purchase, the Customer's representative must be able to identify themselves and provide the customer number (but Ahlsell is not

liable in the event of verification failure), and the Customer is responsible for ensuring that login information, access cards etc. to Ahlsell's on-line store, apps, EDI/similar systems and 24/7 stores, do not fall into the hands of unauthorized parties. The Customer is responsible for all purchases made by persons provided with login information and access cards etc to Ahlsell's on-line store, apps, EDI/similar systems and 24/7 stores and that such persons adhere to Ahlsell's store-access rules. Ahlsell may deny a representative from buying where the representative is unable to show authorization. Ahlsell is entitled to close a customer account if the Customer has not traded for a period of at least 24 months.

## Prices

**Applicable price list.** Ahlsell's price list applicable at the time of each delivery shall apply (regardless of previous price indications). Statutory value added tax will be added. Ahlsell reserves the right to adjust agreed prices due to changes in currency exchange rates, production, raw material, or shipping costs. Ahlsell reserves the right to make price adjustments as necessary due to changes in applicable duties, e.g. environmental charges. Alloy surcharges applicable to stainless steel pipes, components and flanges will be added at the time of delivery.

For Products subject to the EU Carbon Border Adjustment Mechanism (CBAM), Ahlsell reserves the right to invoice the Customer for any costs incurred in connection with CBAM related to the Customer's purchase of the Products.

**Discounts.** Any discounts in relation to the applicable price list are stated in the Agreement.

**Payment.** Payment must be made within 30 days from the date of invoice. In the event of delayed payment, interest on arrears is payable in accordance with applicable reference interest rate plus 13 percentage points. Notwithstanding any time limitations set out in the Industry terms and conditions, Ahlsell's right to issue an invoice shall not be precluded. Ahlsell has the right to charge a Customer an administrative fee of SEK 150 where an invoice has to be re-issued due to the Customer submitting an incorrect customer or facility number.

**Other terms and conditions.** Ahlsell is entitled to determine and change the Customer's credit limit. Additionally, Ahlsell may request advance payment, set off outstanding credits, cancel the Customer's account, or cease deliveries under the Agreement if the Customer is bankrupt, or under company reorganization, has suspended its payments, has on repeated occasions made late payment or failed to pay its invoices, or if there is otherwise cause to believe that the Customer is insolvent, or in breach of the Agreement in any other way. Title to the Products shall remain with Ahlsell until full payment of the purchase price and all associated costs has been received. The Customer is not entitled to set-off any counterclaims against Ahlsell and is not entitled to withhold any part of the purchase price due to counterclaim of any kind.

## Delivery

**Shipping and receipt.** The following applies unless otherwise agreed: (i) in connection with standard delivery of a Stocked Product or a Listed Product, Ahlsell's shipping fee applicable at the time of shipping is charged; and (ii) in connection with delivery of a Non-Stocked Product or bulky material, the actual shipping cost is charged. Unless otherwise agreed, risk of loss for the Products will pass to the Customer upon delivery of the Products.

Ahlsell reserves the right to make partial deliveries.

Unloading takes place from the side of the vehicle to the dock or ground at the spot designated by the receiver. Unloading is carried out by the person operating the car and the receiver provides necessary assistance. Ahlsell reserves the right to invoice the Customer for any additional costs in the event the receiver is unable to provide necessary assistance with unloading, or the unloading time is materially exceeded. If special freight or unloading conditions have been notified, the Customer is responsible for ensuring that these are met, as well as liable for any additional costs arising from failure to comply with such responsibility.

**Environmental charge, small orders.** A charge of SEK 150 is imposed for order values to the same delivery address per day with a total net value of less than SEK 500 excluding VAT. The charge is not imposed for in-store purchases.

**Packaging, load carriers, and cable drums.** Prices quoted on the price list below include customary, disposable packaging. Other packaging, load carriers, or cable drums are charged in accordance with a price list. Special terms and conditions applicable to cable drums are provided on Ahlsell's website (www.ahlsell.se).

The Customer may return packaging (other than disposable packaging) and load carriers, upon which set-off against the invoiced amount is made, less any deductions from refunds. However, crediting only takes place after Ahlsell has confirmed that the packaging or the load carrier was free from defects when received by Ahlsell.

**Unloading without receipt.** Ahlsell, or a carrier hired by Ahlsell, reserves the right to offload goods without receipt in the event the receiver is not at the prescribed place of delivery or does not answer the telephone.

## Returns

**Terms and conditions for returns.** A Product returned without prior agreement will not be accepted by Ahlsell or the manufacturer. The following terms and conditions apply to returns:

- Returns must be notified via the Online Service *Retur & Reklamation* (available at Ahlsell's website www.ahlsell.se) (which shall not apply for

Products acquired in stores, Listed Products and Non-Stocked Products);

- Products acquired in a store shall be returned in the same store where the Product was acquired;
- Any potential return of Listed Products or Non-Stocked Products must be notified to the Customer's Ahlsell contact;
- The Customer can prove that the Product was sold by Ahlsell (by invoice number or delivery note number);
- The Product is unused and in its original, undamaged packaging;
- The total purchase price of the Product or Products is greater than SEK 500, excl. VAT;
- The Customer's request to return is made within six (6) months of delivery of the Product by Ahlsell; and
- Returns of a Listed Product or Non-Stocked Product are subject to the Product manufacturer's approval by way of Ahlsell, and the manufacturer's returns policy, including terms and conditions for deductions from refunds, will apply to the Customer.

**Products which may not be returned.** The following Products are not covered by the right of return and may not be registered in the Online Service *Retur & Reklamation*:

- Any Product that is processed (for example, but not an exhaustive list, clothes printed to suit the customer, cut cables, pre-mounted radiators, electric fittings with light wiring, light sources, and mounted control cabinets);
- Any Product manufactured upon order;
- Other non-returnable Products (for example, but not an exhaustive list, Products adapted for customers, chemical products, open-dated Products, clothes (excluding shoes), refrigerants).

**Deduction from refunds.** For approved returns, the Customer is credited the purchase price paid less a deduction comprising the Deduction from refunds and an Administrative Fee:

- **Deduction from refunds:** 20% of the returned Product's purchase price provided the Customer can provide the invoice number or order number. Otherwise, the deduction from refunds amounts to 35%. This deduction from refunds shall not apply for Products acquired in stores.
- **Administrative Fee:** (i) SEK 250 per return (incl. shipping) for returns via the Online Service *Retur & Reklamation*; and (ii) SEK 100 per return for returns via the Online Service *Retur & Reklamation* where the Product is returned to a store.
- A Deduction from refunds is not made, nor an Administrative Fee charged, on returns due to error on the part of Ahlsell (for example, delivery of the wrong Product, wrong number of Products or suchlike). Returns shall be made via the Customer's Ahlsell contact.
- A return of a Product in damaged packaging that has been approved by Ahlsell, despite the terms and conditions for returns, is subject to an additional refund deduction of 10 % of the returned Product's purchase price.
- The Customer will be invoiced a fee of SEK 500/hr. for the actual labor costs involved in handling and cleaning a returned Product which is unsorted, has no specifications, and/or is dirty, but which is nevertheless accepted by Ahlsell. For returns which have not been approved by Ahlsell or the manufacturer, but which the Customer has nevertheless sent to Ahlsell or the manufacturer, the Customer will be invoiced a fee of SEK 500 for re-return or destruction.

## Complaints

**Receipt inspection.** In connection with delivery of Product, the Customer must carry out verification of the quantity against the delivery note and inspect the delivery for deficiencies or visible defects. In connection with unpackaging, installing or assembling the Product, or in any other case prior to using it, the Customer must also carry out a careful inspection of the Product in order to identify any deficiencies or defects. Ahlsell is not liable for deficiencies or defects that should have been discovered during the above-stated inspections and of which Ahlsell was not notified within five (5) calendar days from the time when such inspections were or should have been carried out.

**Complaints.** Notification of Complaints must be made in writing via the Online Service *Retur & Reklamation* (available on Ahlsell's website [www.ahlsell.se](http://www.ahlsell.se)) in accordance with the terms and conditions stated on Ahlsell's website, within the period of time prescribed in the applicable Industry terms and conditions, or otherwise immediately after the delay, the defect or deficiency was discovered or should have been discovered. In all other respects, any complaints regarding delays, defects or deficiencies in a Product shall be governed by these General Terms and Conditions of Sale, the industry terms and conditions applicable to the Category to which the relevant Product belongs, as well as the specific terms and conditions set out below for that Category.

The Customer shall always inform Ahlsell about the nature of the defect. If the Customer fails to give such notice to Ahlsell, notwithstanding that the Customer has or ought to have discovered the defect, the Customer loses its right to rely on the defect later.

## Liability

**Liability for delays, defects, and deficiencies.** Ahlsell's liability for delays, defects and deficiencies in a Product, and the remedies available to the Customer as a consequence thereof, follow from the Industry terms and conditions applicable to the Category in which the relevant Product is included, subject to the

modifications which follow from these General Terms and Conditions of Sale. The Customer must reach an agreement with the responsible salesperson at Ahlsell prior to taking troubleshooting and rectification measures. If the Customer begins searching for the error themselves, the Customer is entitled to be reimbursed for the costs for troubleshooting, if covered by Industry terms and conditions and if the Customer has given Ahlsell the opportunity to provide troubleshooting instructions.

**Limitation of liability.** Ahlsell shall at no time be liable for indirect damage, costs, or losses (such as, but not limited to, loss of profit, loss of production, or loss of goodwill). Ahlsell's total liability will at no time exceed the lower of (a) the amount limits provided for in the Industry terms and conditions applicable to the Category in which the relevant Product is included; or (b) 10% of the Product's net price. Ahlsell is not liable for delivery delays of Non-Stocked Products.

**Liability in relation to booked unloading service.** Through the engagement of subcontractors ("Carriers"), Ahlsell offers unloading of ordered Products at a time agreed at the time of booking with a time window of +/- 30 minutes (the "Service"). There is a delay when ordered Products arrive 30 minutes after the agreed time. Compensation for delay is conditional upon a complaint being immediately made and where, in the opinion of Ahlsell or the Carrier, damage can be proven, and the delay is not due to a customary force majeure event. Ahlsell's (incl. the Carrier's) liability for loss/damage due to delay of the Service is limited to SEK 5,000 per consignment, including shipping costs. With regards to the Service, this paragraph takes precedence over any other terms and conditions applicable between the parties with regards to purchase of Products (e.g. but not limited by applicable Industry terms and conditions).

**Liability for Products handed out from Ahlsell's store/other collection point.** Ahlsell is responsible for the Product during 10 calendar days from the arrival of the Product to the store/collection point.

**Deviations from specifications.** Product information, including prices, drawings, specifications etc, and other details in Ahlsell's catalogues, advertisements, promotional material or in other places, including Ahlsell's website, is not legally binding and is for guidance only.

**Disclaimer CO2 data.** The primary generic calculation method is a proxy method. In this approach, the system performs an analysis based on the product type using the input data provided and constructs the product using relevant and likely materials. Each material component has a specific impact factor, which together gives us the final generic climate impact of the product, including the impact from the production process. Ahlsell cannot be held liable for any inaccuracies in climate impact calculations and the climate impact calculations is not legally binding and is for guidance only.

**Grounds for Relief (Force Majeure).** Neither Party shall be deemed to have breached an obligation if the fulfilment of the obligation is prevented by circumstances that are regarded as force majeure. The following examples of circumstances constitute force majeure events to the extent they result in performance under the Agreement being impeded or unreasonably burdensome: labor conflicts, fire, war, mobilization or military conscription of equivalent scope, requisition, seizure, currency restrictions, insurrection, riot, shipping shortages, general shortage of goods, pandemics, epidemics, material price increases from suppliers, limitations on the supply of power, and every other similar circumstance over which the parties have no control such as defects or delays in deliveries from subcontractors caused by such force majeure events ("Force Majeure"). It is incumbent upon the party wishing to invoke Force Majeure to inform the other party in writing and without undue delay, of its occurrence as well as of its cessation. Notwithstanding that which otherwise applies in accordance with these General Terms and Conditions of Sale, either party may terminate the contract in accordance with these General Terms and Conditions of Sale by providing written notice to the other party, where performance of the purchase is delayed by more than six (6) months due to circumstances relating to Force Majeure.

## Product Liability

The rules under Swedish law in force at any time will apply to product liability with the limitations of liability following from these General Terms and Conditions. Ahlsell may only be held liable for personal injury caused by a Product if it is proved that the injury is a consequence of failure or negligence on the part of Ahlsell or others for which Ahlsell is liable. Ahlsell is not liable for any damage to real or personal property caused by a Product after delivery has taken place. Ahlsell is not liable for any damage to products produced by or stored with the Customer or to the Customer's products of which a Product forms part. The Customer must indemnify Ahlsell for any claim for damages in respect of product liability raised by a third party against Ahlsell if Ahlsell is not liable to the Customer under these General Terms and Conditions.

## Certificates

Certificates are provided with Products only upon request by the Customer in the order. Costs for certificates are invoiced in accordance with Ahlsell's rates applicable from time to time, and, for Non-Stocked Products, separately after agreement.

## Intellectual property rights

Ahlsell may from time to time provide information in the form of, for example, product information, pictures, and logistical data ("Product Information") to the Customer. Such Product Information constitutes Ahlsell's or Ahlsell's co-operations partners' intellectual property which may only be used by the Customer within the scope of the contractual relationship between Ahlsell and the Customer and in accordance with Ahlsell's instructions. Product Information also constitutes trade secrets which the Customer must treat as Confidential Information. Upon

termination of the Agreement, or at the request of Ahlsell, the Customer must immediately cease to use and delete all Product Information.

## Confidentiality

During the term of the Agreement, the Parties may access valuable trade secrets and other confidential information belonging to the other Party and their business, including the contents of the Agreement ("**Confidential Information**"). The term Confidential Information does not include information that is in the public domain or becomes public knowledge other than through breach of the Agreement. The Parties shall keep all Confidential Information strictly confidential and must not disclose it to any third party without the consent of the other Party, or if this can be reasonably required to comply with the obligations under the Agreement, or where necessary pursuant to law, stock exchange rules, or order from a court or competent public authority.

## Compliance with laws

The Customer undertakes to comply with all applicable laws, regulations, decisions by authorities and court orders, including (but not limited to) applicable laws and regulations concerning export control and international sanctions, anti-bribery and anti-corruption and environment and health and safety.

To the extent that this Agreement encompasses Products subject to EU Regulation 833/2014 (as amended), the Customer undertakes to not, directly or indirectly, re-export to, or for use in, Russia. In case of a breach of this prohibition, the Customer accepts all remedies required by the Supplier, including, but not limited to, withdrawing the exported Product, issuing end-user statements and provision of information to the Supplier.

## Export-control

All Products that are indicated as subject to export-control are either (i) classified as dual-use items under EU Regulation 2021/821 and are subject to controls if exported from the customs territory of the EU and/or (ii) controlled by the U.S. Government and authorized for export only to the country of the Customer and may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the Customer, either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or otherwise authorized by U.S. law and regulations.

## Personal data

All processing of personal data shall be made in accordance with applicable data protection regulations. Each party will process personal data in the form of contact information regarding the other party's contact person. To perform under the agreement entered into, Ahlsell can, in certain cases, also process information regarding customers' employees and their preferences regarding individual orders of goods, for example clothing sizes. Each party is responsible for their own processing of personal data as personal data controllers, and the parties are not of the opinion that either of the parties will process personal data as personal data processor on behalf of the other party. Each party shall take reasonable measures to inform the people concerned that the other party will process their personal data for the purposes of performing under the parties' agreement and maintaining the parties' business relationship. The information must include that which is stated in Regulation (EU) 2016/679 (General Data Protection Regulation) and can be provided through an instruction to visit the other party's website where information regarding their processing of personal information will be available.

## Special terms and conditions - Category

### Electricity

For Products covered by statutory environmental charges for consumed electrical products, such charges are included in the purchase price.

The following Categories are delivered under category specific terms and conditions:

- Electrical material – ALEM 09
- Cables – NL 17 and KL 10
- Tools, instruments, clothes, and protective equipment – NL 17
- IT products, software, and appurtenant services - Avtal 90

In the electricity price list, a code in the article number states which provision is applicable: J = ALEM 09 applies. N = ALEM 09 applies, but the Product does not have an extended period of liability in accordance with section 38, second paragraph. A = Other terms and conditions apply.

### Cooling

Special terms and conditions are available on Ahlsell's website at [www.ahlsell.se](http://www.ahlsell.se).

### HVAC & Sanitation

The period of liability for contractors is two years for articles set forth below, and is stated on the article line on the invoice:

- Fittings such as sanitary fixtures and sanitary fittings
- Heat pumps
- Tools
- In written order confirmation, certain stated electronic steering products

## Tools & Supplies

The period of liability for contractors is two years for articles set forth below, and is stated on the article line on the invoice:

- Consumer items: Tools, PPE & Supplies

## Solar energy systems

Special terms and conditions are available on Ahlsell's website at [www.ahlsell.se](http://www.ahlsell.se).

## Governing Law

These General Terms and Conditions shall be governed by the substantive laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three (3) arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless agreed otherwise.