



EHL CONSTRUCTION 2017

These provisions apply to deliveries from member companies of EHL - Elektriska Hushållsapparater Leverantörer (The Swedish Association of Suppliers of Electric Domestic Appliances) – to companies in the construction and real estate industries as part of their professional activities, and to other traders

Applicability

1. Unless otherwise indicated below or otherwise agreed between the parties, the Swedish Purchase Act applies.

Provision 32a applies to liability for defects of companies other than those in the construction and real estate industries that have built for private households as part of their professional activities.

Offers

2. A written offer from the seller is valid for one month unless stated otherwise.

Technical documents

3. Drawings and other technical documents submitted by a party remain its property. The other party may use, reproduce, or disseminate such documents to third parties only if such is the documents' intended purpose.

Notifications etc.

4. Notifications shall specify the person or entity at the recipient that has been specified as the administrator of the delivery.

Legislation etc.

5. The goods must meet the requirements applicable to the delivery pursuant to laws and other legislation, as well as the regulations and instructions referred to in the parties' agreement.

If the provisions or the seller's offer are amended, the agreement shall be amended to the extent of the impact on cost or delivery time.

Electronic commerce – EDI

6. When there is electronic commerce between the parties, documents and notifications shall be tailored to the jointly adopted EDI standard (EDICE) for the industry.

NEA's e-communication agreement applies in order to regulate responsibility for EDI traffic.

Product information

7. If a catalogue or other product information is referred to in the parties' agreement, the goods shall conform with the product data contained therein. The same applies if the circumstances unequivocally indicate that the parties intended for the goods to correspond to the data contained in the product information.

Product changes

8. The seller reserves the right to make changes to goods when such changes are occasioned by the seller's product development, provided that this does not result in technical problems or other significant difficulties for the buyer. The seller shall notify the buyer of any product changes that may be of importance to the buyer, giving sufficient time for the buyer to implement any measures necessary as a result of the product change.

Transport

9. Anyone present at or delivering to the construction site on behalf of the supplier must be able to identify themselves by way of e.g. a driving licence or ID card.

Receipt

10. The seller shall, as necessary, provide the buyer with information relevant to the receipt of the goods. Details of the weight and dimensions of the packaging or other shipping unit, packaging type, pallet type, loading requirements, mode of transport, vehicle type, and permitted unloading time must be stated upon request.

Delivery week

11. "Delivery week" refers to the week in which the products ordered shall be in place. The buyer shall provide the seller with a definitive specification of the quantity and models, indicating the delivery week at least three months prior to delivery. Agreements may be made regarding limited postponements of the delivery week provided that the buyer requests this in writing to the seller at least 15 working days before the previously indicated delivery week.

Notification of delay

12. If a party finds that it cannot keep to the agreed date of delivery (part delivery) or acceptance of the goods, or if a delay seems likely, the other party shall be informed without delay. The date on which it is estimated that the delivery can take place shall also be indicated. When requested, the reason for delay shall also be stated.

13. If a party takes receipt of a notification of a delay no later than 10 days before the agreed delivery date, no penalty for the delay shall be payable.

Penalty for delay

14. A party that fails to meet the agreed date of delivery or to take receipt of the goods shall pay a penalty equivalent to 2% of the agreed price for the delayed goods, or part thereof if only some of the goods are delayed, for each commenced calendar week after the delivery date. Penalties are limited to 10% of the price stated above, unless the parties have agreed a different ceiling amount.

15. Penalty amounts shall not be less than SEK 500.

16. If a delay occurs relating to the new delivery date, the party failing to meet the new date for delivery or to take receipt of the goods is liable to pay a penalty regardless of the penalty paid as a result of the previous delay.

Termination in the event of a delay

17. If the party responsible for the delay has not informed the other party of the delay by the agreed delivery date, the other party is entitled to terminate the agreement in writing in respect of goods that have not been delivered from the warehouse or factory.

If the delay relates to goods whose type or design is not normally stocked by the seller, the buyer may terminate the agreement only if the delay results in significant costs.

18. If the party responsible for the delay informs the other party of the delay by the agreed delivery date, the other party is entitled to terminate the agreement in writing in respect of the delayed goods if the delay results in significant costs for that party.

If the delay relates to goods whose type or design is not normally stocked by the seller, the buyer may terminate the agreement only if the delay exceeds 10 working days and the buyer can have the same goods delivered from another supplier before the date by which the seller has indicated that it can fulfil the delivery.

19. If a party does not invoke its right to terminate the agreement within five working days of receipt of the notification of the delay, the date for delivery stated therein shall be considered the new delivery date.

Damages for delays

20. If a party terminates the agreement in respect of a delay, that party is entitled, within a reasonable amount of time, to claim damages, up to the ceiling amount of the penalty payable pursuant to the agreement, for the delayed goods that the termination relates to. The penalty amount that the terminating party may be entitled to under points 12 to 14 above shall be deducted from the damages.

21. Beyond this parties have no entitlement to damages for delays.

Acceptance inspection

22. A delivery note shall accompany the goods.

23. The buyer's acceptance inspection shall, upon arrival of the goods, be conducted with due care and include the reconciliation of the goods against the delivery note and an inspection for visual damage.

24. If the goods are wrapped or otherwise packaged prior to their use, an acceptance inspection shall be made within the specified claims period and with a level of care appropriate to the nature of the goods.

Raising claims for defects or deficiencies

25. Visible damage to or loss of the goods which is likely to have occurred during transport, as well as deficiencies in the carrier's undertaking, shall be reported to the carrier if the goods are acknowledged on a separate shipping note or other shipping document. The seller shall also be notified.

26. Claims for deficiencies that are noticeable during the acceptance inspection upon arrival of the goods shall be raised immediately and within 10 working days of the acceptance inspection having been carried out.

27. Claims for transport damage and defects that are noticeable during the acceptance inspection shall be raised immediately and within seven days of the goods' arrival.

Claims for other defects shall be raised within a reasonable period of time, usually 14 days of the defect being discovered.

28. If the buyer does not raise a claim within the indicated period, even though it has discovered or should have discovered the defect or deficiency, the buyer loses its right to raise a claim on the basis of this.

29. Claims shall be raised or confirmed in writing and must indicate the nature of the defect and the approximate extent of the deficiency.

Returns

30. Only returns arising out of the seller's negligence (e.g. due to incorrect shipping) will be accepted at no extra cost to the buyer. For other returns accepted by the seller and made within 14 days of receipt of the goods, the invoice amount will be credited to the buyer less a deduction of 20%.

For returns, the buyer shall state the number and date of the seller's invoice or delivery note.

Seller's liability for defects and deficiencies

31. The seller shall within a reasonable time, at its own expense, and of its own volition either rectify defective goods, or replace defective goods with new.

32. The seller is responsible for the goods' compliance with the agreement and their being free from defects at the time of delivery. The seller is responsible for defects existing upon delivery or which are discovered after delivery and for which a claim is raised within 12 months of delivery (guarantee). Claims shall be raised immediately after the defect is discovered. Furthermore, the seller undertakes to rectify original defects that existed at the time of delivery and for which a claim was raised within 36 months of the date of delivery.

32a. When the product is not used in a single household, the seller is responsible for the goods' compliance with the agreement and their being free from defects at the time of delivery. The seller is responsible for defects existing upon delivery or which are discovered after delivery and for which a claim is raised within 12 months of delivery (guarantee). Claims shall be raised immediately after the defect is discovered.

33. Where delivery is made as part of a contract that shall undergo a final inspection before the goods are put into use, the claims period is calculated from the date of the final inspection. If this final inspection takes place more than six months after the delivery date, the claims period shall expire 42 months from the date of delivery.

34. The obligation to rectify defects does not apply to damage and deficiencies incurred by the product after delivery, such as when handling, assembling, or installing the product, through unauthorised intervention in the device or through the carelessness of the user.

The seller is not liable for damage caused by improper use (such as the use of a product intended for a single household in a common area or for commercial use), intervention in the product, or the carelessness of the user.

35. If the seller fails to rectify defects within a reasonable period of time, the buyer is entitled to make a deduction from the purchase price or claim reasonable compensation for the rectification of the defect by another party, provided that this is justified by the nature of the defect and other circumstances.

36. If there are deficiencies in the delivery, the seller shall deliver the deficient goods within a reasonable time at no charge. If the seller fails to do this, the buyer is entitled to claim a deduction from the purchase price, or, if the outstanding goods have a material connection with the rest of the goods, terminate the purchase.

37 The seller's liabilities is limited to that which is stated above. The buyer cannot invoke sanctions other than those stated above, nor is it entitled to compensation for personal injury, damage to assets, or damage to property other than the goods.

If repair requires intervention in the real estate or other property than the sold goods, the buyer shall bear the costs incurred.

Security

38. If there are reasonable grounds to assume that a party will be unable to fulfil its delivery or payment obligations, the other party is entitled to demand an acceptable security.

If this does not happen without delay, the party requesting the security may terminate the purchase in writing in respect of the non-delivered goods.

Price, special taxes

39. In addition to the agreed price, the buyer shall pay remuneration for VAT or other government taxes relating to the goods. The same applies with regard to government taxes in Sweden or abroad that are unforeseen at the time the agreement is concluded.

40. Unless otherwise agreed, the seller is entitled to be remunerated for cost increases due to taxes or government fees and exchange rate fluctuations after the invoice date or the date prior to this when the buyer ordered the goods.

Payment

41. Payment shall be indicated in the seller's offer or in the applicable supply agreement between the parties.

The buyer is obliged to make payment at the agreed time, even if a complaint has been made with respect to the goods or invoice.

Delayed payments

42. If payment is not made on time, default interest shall be paid according to the supplier's provisions.

Exemption from obligations

43. Neither the seller nor the buyer are entitled to invoke a failure to fulfil the agreement if its fulfilment is hampered by circumstances outside the party's control, such as labour conflict, war, authority decision, extensive disruption to a party's or sub-supplier's operations, or other circumstances not caused by the party which substantially impede the fulfilment of the agreement and which the party could not have foreseen or whose adverse effects could not reasonably have been avoided.

44. A party shall notify the other party of any such situation that exempts it from its obligations without undue delay. Otherwise the party is not exempt from its obligations.

45. If the agreement cannot be fulfilled within a reasonable time, either party may terminate the agreement in writing to the extent that its fulfilment has been hampered by the circumstances listed above.

Cancellation

46. The buyer is entitled to cancel non-delivered goods. In the event of a cancellation, the buyer shall pay the seller's costs for the cancelled goods in addition to reasonable compensation for lost profits if the seller is unable to be remunerated for the goods by selling them to another party or by other means.

Use abroad

47. The seller's obligations under these terms and conditions apply only to deliveries to the Swedish construction market for use in Sweden. Otherwise a special agreement regarding the seller's obligations shall be concluded between the parties.

Disputes

48. Disputes arising from the agreement, changes and additions to the agreement, and any other related legal matters shall be settled by way of arbitration in accordance with Swedish law. A party is entitled, however, to sue for payment of the amounts due under the agreement before a general court.