

APPLiA's General Terms and Conditions of Delivery for sales to retailers of domestic electric appliances (ALH 2019)

1) Introduction

These general terms and conditions of delivery shall apply in connection with agreements between suppliers and retailers regarding the supply of domestic electric appliances and are intended to be normal provisions. A written agreement regarding deviations and/or additions shall be concluded between the parties for these deviations and/or additions to be valid.

For any condition not expressly covered by these provisions, the relevant sections of the Swedish Purchase Act (1990:931) apply. The Swedish Consumer Purchases Act (1990:932) and APPLiA's applicable consumer provisions apply to conditions between the retailer and the consumer, which may have repercussions for the supplier.

2) Consumer purchases

The retailer is responsible for the validity of the conditions of the Swedish Consumer Purchases Act and APPLiA's consumer provisions in relation to the consumer for all sales of the supplier's products.

3) Resale to non-consumers

The retailer is responsible for ensuring the availability of the conditions pursuant to APPLiA 2005IK at the time of sale of the supplier's products to non-consumers.

APPLiA 2019 IK shall, however, not apply to sales to property management companies or construction contractors. APPLiA's construction delivery provisions – APPLiA Construction 2019 – apply to sales to these customers.

4) Agreement

A written offer from the supplier applies for one month unless stated otherwise. Orders placed by phone are accepted at the retailer's own risk. The supplier is bound only by a written order acknowledgment.

5) Electronic commerce – EDI

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.

6) Price

The price applied by the supplier on the delivery date is the price that applies. A change in price may be applied – e.g. due to: changes in acquisition and production costs, changes in general sales tax, or other changes; and in respect of goods from abroad, changes in exchange rates or tariffs, as well as other costs affecting the price.

A distribution fee, which is set each year, is payable for all deliveries. A special fee set by the supplier in accordance with the price list applicable at the time of delivery is payable for deliveries directly to a customer of the retailer and for additional services.

7) Right of recourse

In order to retain its right of recourse against the supplier in the event of a complaint, the retailer must have complied with these provisions and applied the rules of APPLiA's consumer purchase provisions and/or the supplier's own provisions during the sale to the consumer.

8) Payment

Unless otherwise agreed, payment shall be made within 30 days of the invoice date. Interest on late payments is charged for payments after the due date at the interest rate specified by the supplier. If there is reason for the supplier to believe that the retailer's ability to pay is uncertain, the retailer shall provide, upon request, an acceptable security prior to delivery. If an acceptable security is not provided by the retailer, the supplier may demand payment in advance or cash on delivery.

The supplier may assign the retailer a credit limit. For deliveries to be made after the credit limit has been reached, the supplier may require payment in advance or cash on delivery.

9) Shipping

Unless otherwise agreed, delivery is made to the agreed delivery address using the supplier's transport organization or by an independent carrier.

The retailer shall ensure that there is an accessible road from the public road to the point of delivery and that the retailer's delivery facilities allow for the required acceptance inspection.

10) Packaging

Special packaging will be charged at full cost, including administration costs, and will not be taken away. The retailer shall take away and dispose of packaging at its own expense.

11) Delivery time

Unless otherwise agreed, the delivery time is calculated from the date confirmation is provided by the supplier.

An extension to the delivery time shall be made commensurate with the delay – and the retailer shall pay the supplier's costs pursuant to a) and b) below – when:

- a) the retailer does not pay when agreed or provide security for the full payment;
- b) the delay otherwise is caused by the retailer, such as by its failure to collect or receive the delivery at the agreed time; or
- c) the supplier can demonstrate that the delay is due to an impediment beyond its control that it could not reasonably have foreseen at the time of the purchase and the consequences of which could not reasonably have been avoided or overcome.

If for reasons other than the above the delivery is delayed for more than 30 days, the retailer is entitled to terminate the agreement if it can demonstrate that the delay is of significant importance to the retailer. Termination can only be made in writing to the supplier.

If under the Swedish Consumer Purchase Act the consumer is entitled to terminate the agreement due to a delay and this delay has been caused by the supplier not delivering at the right time, and the retailer was unable to avoid the right of termination within such a time, the retailer shall be entitled to terminate the order of the product, provided that the retailer ordered the product from the supplier solely for said consumer.

The supplier is, however, absolved from liability if the retailer does not immediately forward the delivery prompt from the consumer, which is a prerequisite of this right of termination, or if the delivery is withheld by the supplier due to the retailer's delayed payment.

12) Delivery date

"Delivery date" means the date the supplier fulfilled its obligations under the agreement with regard to the delivery of the goods. If the delivery time is extended due to circumstances stated above under point 11, second paragraph, a) and b); under these provisions the delivery date shall refer to the date that delivery should have taken place in accordance with the agreement.

13) Liability for misleading information in the supplier's product information

If under the Swedish Consumer Purchase Act the retailer is liable to the consumer for misleading information regarding a device's quality or use and this information has been provided by the supplier, the supplier is liable to the retailer for the information, provided that the supplier has not corrected the information in relation to the retailer prior to the sale to the consumer.

The same applies if the goods are defective pursuant to sections 18 and 19 of the Swedish Consumer Purchase Act and the defect stems from a failure on the part of the supplier. The product shall thus be deemed defective and the defect regulated pursuant to point 14.

If due to the circumstances referred to in the above paragraph the consumer terminates the purchase, the retailer is entitled to return the product in question.

14) Liability for defects

The supplier is liable to the retailer for the obligations undertaken by the retailer in respect of the consumer pursuant to APPLIA Consumer Purchases 2005, provided that the retailer immediately forwards the consumer's complaint to the supplier.

The supplier's liability relates to the quality of the product at the time of delivery from the supplier to the retailer (and thus not deficiencies arising later, such as due to careless handling, improper storage, or improper assembly). The supplier is not responsible for information provided to the consumer by the retailer regarding the product's quality beyond what is stated in point 13, first paragraph.

The supplier is not responsible for the retailer's commitments to the consumer beyond that which is stated above.

The supplier is liable to the retailer for its obligations to pay reasonable compensation for damages pursuant to the Swedish Consumer Purchase Act. The retailer is obligated to immediately forward the consumer's complaint to the supplier and to ensure that any damaged appliance is given to the supplier for its assessment of the defect and the extent of the damage.

15) Acceptance and delivery inspections

Goods received shall be inspected on arrival at the delivery address in the presence of the carrier. The retailer's order shall be checked against the delivery note. Visible damage and damage to the packaging or other deficiency shall be noted on the shipping note and confirmed by the signature of the carrier. If there is reason to suspect transport damage due to damage to the packaging, the retailer shall also inspect the product.

16) Complaints, defects, or deficiencies for which the supplier is responsible

Deficiencies or damage that is noticeable during the acceptance inspection under point 15 shall be brought to the carrier's attention immediately and noted on the transport document.

Claims regarding non-visible damage that can be assumed to have occurred during transport shall be raised with the carrier immediately and no later than seven days after acceptance of the goods.

The supplier shall be notified in all cases.

Claims regarding defects pursuant to points 13 and 14 shall be raised immediately after the retailer receives the complaint from the consumer and otherwise within 14 days of the retailer noticing the defect but no later than **36 months after the date of sale (receipt)**.

17) Returns

Before returning the ordered product, the retailer shall agree the return with the supplier regardless of the reason for the return. If such an agreement is not reached, the return is not accepted, and any costs associated with the return shall be borne by the retailer.

If the return is preapproved on account of a defect or the negligence of the supplier, the supplier shall pay the shipping costs in connection with the return.

If delivery is made without an order, the retailer is entitled to return the product without approval, and the costs associated with the return shall be borne by the supplier.

The retailer is responsible for packing the returned product and ensuring its safe transport as necessary to ensure that the product is not damaged during shipping. Unless otherwise agreed, the product must be returned in its original condition and in its original box. The retailer is responsible for any damage that occurs related to return transport.

The supplier shall credit the purchase price to the retailer within 30 days and the credit note shall be dated the same as the corresponding invoice in the case of returns approved due to defects or the negligence of the supplier.

The retailer will be credited the purchase price less the supplier's costs for the return in the case of all other approved returns. The supplier may levy a predetermined cancellation fee for such costs. The credit note will be dated the same as the supplier's date of receipt of the return.

18) Exhibition products – instalments

Products sold to the retailer with an instalment contract for the purpose of being used as exhibition products may not be resold by the retailer before the supplier's debt is paid in full. The product may not be moved to a location other than the intended location without the supplier's written consent. In the event of non-payment, the supplier has the right to take back the products in accordance with the act on payment by instalments between businesses (1978:599).

19) Right of repossession

Right of ownership of the sold products remains with the supplier until full payment is received. If it is likely that the buyer will not fulfil its obligations under the agreement or if the seller terminates the agreement, the seller is entitled to repossess goods pursuant to the conditions stated in the act on payment by instalments between businesses (1978:599).

20) Discharge from liability

Neither party is entitled to claim damages in respect of the other party's breach of these provisions other than to the extent set forth in these provisions.

21) Termination due to late payment

The supplier reserves the right to terminate the purchase in the event of a delay in payment by the retailer of more than 30 days after the invoice due date. This right of termination applies even if the goods are in the retailer's possession.

22) Disputes

Disputes arising from the interpretation and application of these provisions shall be resolved primarily through negotiations between the parties or between each party's industry organization. If such negotiations founder, the dispute shall be settled by arbitration in accordance with the Swedish Arbitration Act.

The parties are entitled, however, to turn to a general court for the recovery of overdue receivables. The same applies for the recovery of goods or payment after a declaration of termination.