

GENERAL TERMS AND CONDITIONS

1. General

- 1.1 These general terms and conditions (the "General Conditions") apply when you or the legal entity that you represent (the "Customer") place an order from Olssons i Ellös AB ("OiE"), e.g. via www.olssonparts.com and thereto related sites (the "Website"), telephone, fax or e-mail. Both legal entities and private persons may place orders. The General Conditions apply to both consumers and legal entities to the maximum extent allowed by national mandatory law. Note that the General Conditions differ in some parts depending on if you place the order as a consumer or as a representative of a legal entity.
- 1.2 OiE is a Swedish company that complies with Swedish law including EU regulations and directives. Furthermore, OiE strives to always comply with mandatory consumer protection laws and regulations where the Customer who is a consumer has its country of residence. OiE cannot guarantee that these General Conditions comply with all applicable mandatory consumer protection laws. Nothing in these General Conditions shall exclude or limit OiE's liability with regard to any matter for which it would be unlawful for OiE to limit or exclude its liability according to applicable mandatory law.
- 1.3 OiE has the right to deny any purchases by a person that do not, according to applicable mandatory law in their country of residence, have the right to enter into agreements regarding purchase of the products sold by OiE, e.g. normally under 18 years old. By placing an order from OiE you confirm that you possess the legal right and ability to enter into a binding agreement with OiE.
- 1.4 A Customer who is a consumer can only place orders via the Website.

2. Agreement and order

- 2.1 In order to make a purchase, you must accept the General Conditions. A Customer who has placed an order via telephone, fax or e-mail will receive the General Conditions together with the order confirmation. If the Customer does not promptly object to the General Conditions, the Customer will be deemed to have accepted the General Conditions. By accepting the General Conditions you undertake to comply with them for your own account. If you represent a legal entity you accept the General Conditions also on behalf of the legal entity and ensure that you have the authority to accept these General Conditions and the purchase you make for the legal entity, i.e. on the Customer's behalf. In connection with your order you must also approve OiE's processing of your personal data in accordance with OiE's Privacy Policy.
- 2.2 When placing an order, an agreement is entered into between the Customer (i.e. you or the legal entity you represent) and OiE. Upon order, OiE will send an order

confirmation to the Customer. OiE reserves the right to, in specific cases, deny or change your order (for example, if you have provided incorrect personal data). Orders below €10 in value will not be processed.

3. Product information etc.

- 3.1 The products sold by OiE conform to mandatory Swedish standards, certifications and legal requirements. OiE does not take any responsibility for that the products sold by OiE conform to any other standards, certifications, legal requirements or similar set out in any other country.
- 3.2 OiE reserve a right for a product to be sold out and any image- and typing errors on the Website, in advertisements or in marketing materials, e.g. errors in product description or technical specifications, as well as incorrect prices or incorrect information regarding whether a product is in stock. OiE has the right to correct any such errors and to change or update the information on the Website at any time. If an incorrect price was set for a product that the Customer has ordered, OiE will notify the Customer hereof and await the Customer's approval of the corrected price before OiE continues to process the order.
- 3.3 Images of products on the Website, in advertisements and other marketing materials should exclusively be considered as illustrations. Such illustrations cannot be guaranteed to reproduce the exact number of products you receive, nor the product's exact appearance, features or origin. OiE is not responsible for information provided by a third party.
- 3.4 If the Customer uses a manufacturer's article number on the Website it is for reference and is not intended to be perceived that OiE's parts are original parts to the machines that OiE sell them to.
- 3.5 The information on the Website is protected by, among others, intellectual property and marketing legislation. This means that trademarks, trade names, product names, images and graphics, design, layout and information on products, services and other content may not be copied or used without the prior written consent of OiE.

4. Prices, fees and payment

- 4.1 Upon order, the prices that were indicated on the Website are the prices that apply on the order, unless otherwise expressly agreed or if the circumstances clearly dictate otherwise.
- 4.2 All prices are presented in Euros and can be displayed either excluding or including VAT, depending on what the Customer chooses. Prices do not include any payment- and shipping charges, packaging fees and customs duty. There are no additional billing- or handling charges on the Customer's purchase. When the Customer is resided in a country outside of the EU and/or when ordered

products are delivered to a country outside the EU, additional taxes and charges may apply.

- 4.3 OiE strives towards specifying extra costs at the Website, but can only guarantee to do so as regards to products that are purchased by a Customer in the EU.
- 4.4 The customer may pay its purchase by card (VISA, Mastercard) or invoice. Learn more about our payment options on the Website, see here www.olssonparts.com/customer-service/ordering-and-deliveries/method-of-payment/ OiE reserves the right to not always offer all payment methods to the Customer. Please note that any restrictions on the payment options are set forth on the Website.
- 4.5 If a Customer, who is a legal entity, has specific requirements for certain information to be indicated on the invoice for making payment, for example reference in the form of the Customer's name or cost center, the Customer is responsible for submitting the information to OiE upon order. The Customer cannot refuse payment of the invoice from OiE with reference to that the invoice lacks certain information if the Customer has failed to provide the information to OiE.

5. Campaigns and offers

OiE may from time to time offer campaigns that may have more favorable terms than what is stated in these General Conditions, for example regarding payments or extended return policy. These more favorable conditions apply as long as the campaign is active and for the specific products listed by OiE in connection with the campaign. OiE reserves the right to, at any time, withdraw such campaigns. Upon termination or withdrawal of a campaign, these General Conditions apply without modification. Offers regarding specific products are valid for a limited period of time and while in stock.

6. Delivery and transport

- 6.1 Unless otherwise is explicitly stated in OiE's terms of freight, prices do not include shipping and delivery costs. For more information about OiE's terms of delivery, please see www.olssonparts.com/customer-service/ordering-and-deliveries/deliveries/. Note that restrictions in the delivery may occur.
- 6.2 OiE is not responsible for the products when in transit.
- 6.3 Products that are in stock are normally shipped within 2-3 days. If any order features products with different delivery times, the order will be delivered when the product(s) with the latest delivery time shall be delivered.
- 6.4 The delivery time may vary depending on the delivery method you have chosen and to which location the product shall be delivered. The expected delivery time is stated in the order confirmation. Discrepancies may occur from the specified

delivery date. If the Customer has ordered an item that is temporarily out of stock or is a non-stock item, delivery time is longer. For more information about OiE's delivery of goods and terms of delivery can be found here:

www.olssonparts.com/customer-service/ordering-and-deliveries/deliveries/

- 6.5 The Customer will be notified if there are any problems which will delay the delivery. Unless otherwise specifically agreed and if the delivery takes more than 30 days beyond the agreed delivery time and the delay is not depending on the Customer, the Customer has the right to cancel the purchase.
- 6.6 The Customer shall, depending on the selected payment and delivery solution, retrieve, collect or receive the package in accordance with the instructions from time to time provided by OiE or the freight company. Upon delivery, the Customer may have to present a valid ID and order number. Depending on the selected delivery solution, the Customer receives a notice indicating where and when the package may be retrieved or received. For unclaimed or non-received packages the Customer is charged a fee equivalent to the delivery costs. After a failed attempt of delivery, OiE have the right to terminate the agreement between the parties with immediate effect. When applicable, OiE will repay any payments made by the Customer. OiE may in accordance with the above deduct any costs incurred for return shipping and customs duty from the repayment to the Customer.
- 6.7 OiE does not deliver ordered products if the Customer wants the product delivered to an address in a country or region that is illegal for OiE to deliver to (for example when there is a trade embargo), where there is a war, conflict or instability of any kind. Furthermore, OiE does not offer delivery to islands or other places which do not have fixed bridge connections or where global freight legal entities do not normally deliver.
- 6.8 OiE does not have to state the reason why it refuses to deliver the products to a specific address, this is determined in OiE's sole discretion. If OiE exercises its right to refuse to deliver the ordered products the entire or part of the agreement concluded between the parties is automatically annulled. Any payments made by the Customer for products that will not be delivered by OiE in accordance with above shall be repaid by OiE to the Customer.
- 6.9 For more information about OiE's delivery options, delivery prices etc. please see www.olssonparts.com/customer-service/ordering-and-deliveries/deliveries/.

7. Right of withdrawal

- 7.1 When you, as a consumer, make a distance purchase, a 14 day withdrawal period applies in accordance with EU consumer protection law. OiE has chosen to offer Customers that are legal entities the same right of withdrawal in accordance with this clause 7. However, in relation to legal entities, certain specific conditions for the exercise of right of withdrawal apply under this clause. When referring to "you" below, this also includes legal entities.

- 7.2 Right of withdrawal means that you as a Customer have the right to withdraw your purchase by notifying this within 14 days from the day you or a person specified by you have received the ordered product (the withdrawal period).
- 7.3 If you decide to withdraw your purchase and you want full reimbursement of the product you may not handle the product more than what is necessary to establish its nature, characteristics and function. If you were to handle the product beyond this, OiE is entitled to make a deduction for any diminished value of the product due to such handling, see clause 7.9 below.
- 7.4 The right of withdrawal does not apply to the following types of products:
- (a) a product whose price depends on fluctuations in the market outside OiE's control, which may occur during the withdrawal period;
 - (b) a product manufactured according to the Customer's specifications or that otherwise has been clearly personalized; or
 - (c) a product which by its nature is such that after delivery it may be confused with another product in a way that the goods cannot be separated from each other.

When ordering a product for which the right of withdrawal does not apply, you will get clear information about this.

- 7.5 A Customer, that is a legal entity, beyond what specified in clause 7.4 above, is not entitled to cancel a purchase of a product that OiE has ordered on the Customer's request and that is outside OiE's standard product range.
- 7.6 If you want to exercise your right of withdrawal in time, before the expiry of the withdrawal period, please send a clear and precise message to OiE stating that you want to exercise your right of withdrawal. To facilitate the withdrawal, we recommend you to contact OiE's customer service on the Website, for more information see www.olssonparts.com/customer-service/ordering-and-deliveries/returns/. The Customer shall state name, address and preferably other relevant information, e.g. order number and date of order, and if the Customer has purchased several products - which products you want to withdraw in the message. The Customer can also choose to use the standard form for right of withdrawal to exercise the right of withdrawal, see www.olssonparts.com/customer-service/ordering-and-deliveries/returns/.
- 7.7 In order for you to use your right of withdrawal in time, it will be sufficient for you to, before the expiry of the withdrawal period, send a notification stating that you want to exercise your right of withdrawal.
- 7.8 When exercising your right of withdrawal you must pay the costs for the return shipping and you are responsible for the condition of the product from the time of receipt and during the return shipping. OiE requires you to send the product well packaged and in its original box and/or packaging. However, for a Customer who is a consumer this is only a recommendation. The product shall be returned

within 14 days from the date that OiE received your notification stating that you want to exercise your right of withdrawal. Returns shall be made to OiE according to the methods and procedures specified on the Website, you find them here: www.olssonparts.com/customer-service/ordering-and-deliveries/returns/.

- 7.9 When you exercise your right of withdrawal, OiE will reimburse you for the returned product. OiE have the right to deduct a sum correspondent to the diminished value of the product compared to the original value. This only applies if and to the extent you are liable for any diminished value of the product resulting from the handling of it other than what is necessary to establish the nature, characteristics and functioning of the product.
- 7.10 OiE will promptly reimburse the payments; at the latest within 14 days from the date OiE received your notification stating that you want to exercise your right of withdrawal. However, OiE will delay the reimbursement until OiE has received the product or you have showed that the product has been returned. Reimbursement will be made to you by the same payment method chosen by you unless otherwise agreed or there is any hindrance to such reimbursement. OiE will not reimburse the Customer the full costs for the shipping fees if the Customer has expressly chosen a certain type of delivery (for instance express delivery), although OiE offered a common and generally acceptable type of delivery which would have incurred lower shipping fees. In such case OiE will reimburse the Customer for the amount corresponding to the common and generally acceptable type of delivery. Shipping fees are not reimbursed for partial returns.

8. Option to return and right to exchange

- 8.1 In addition to the right of withdrawal according to clause 7 above, OiE always offers option to return and/or right to exchange when purchasing a product on the Website according to the following:
Free return policy up to 90 days (with no deductions)
- 8.2 The product must be unused in order for a return in accordance with this clause 8 to be accepted. Furthermore, the return must be registered in advance to OiE's customer service. Upon exercise of the right of withdrawal, however, the rules under clause 7 above apply.
- 8.3 If the return is due to that OiE has delivered the wrong item, then OiE will pay for the freight cost of the return. If the return is due to the Customer, notwithstanding the cause, OiE is entitled to make a deduction for OiE's shipping and handling costs.
- 8.4 If the Customer returns a product and the return does not constitute the exercise of a right of withdrawal under clause 7 above, a Customer who is a consumer and a Customer who is a legal entity shall return the product by Bring Business Parcel.

9. Complaints

- 9.1 Unless otherwise is provided by mandatory applicable law, you as a consumer is entitled to lodge a complaint for a defect in the product within three years from the date you received the product, and Customer who is not a consumer is within two years from the date the product was received. Customer who wishes to lodge a complaint regarding an ordered product must contact OiE as soon as possible after discovering the defect. To be valid, the complaint must be made within a reasonable time after the Customer discovered or should have discovered the defect. Complaints made within two months from the time when the Customer discovered the defect must always be deemed to be lodged at the right time.
- 9.2 We recommend that complaints are made according to the instructions set out on the Website. OiE pays for return shipping of approved complaints.
- 9.3 When OiE has received a complaint of a product and has established that the complaint is valid in accordance with applicable legislation, OiE will, in its sole discretion, replace the product, rectify the defect or make a deduction on the price the Customer has paid for the product. If OiE decides to rectify or send a new product, OiE will strive to rectify or send a new product within 30 days from OiE's receipt of the complaint; however, it may take longer depending on nature of the product.
- 9.4 If the parties agree that a defect shall be rectified a Customer which is not a consumer has the right to rectify the defect itself and demand reimbursement from OiE of its expenses, such expenses being reasonable.
- 9.5 OiE reserves the right to deny a complaint if it turns out that the product is not defective according to current legislation.
- 9.6 External assessment. Applies to complaints where appraisal by a third party is necessary. In the event the complaint is rejected the Customer must cover the cost of this. When complaints are upheld, OiE will cover the cost.

10. Warranty

- 10.1 We provide a 1-year warranty on our products from the date of delivery. Warranty claims do not apply:
- of the goods are not examined and compared with the old parts.
 - on pure wear parts such as linings.
 - if the product is installed incorrectly.
 - if work is performed on the wrong product without our consent.
- We do not accept costs:
- for installation/dismantling of incorrect parts.
 - for repairs at another workshop.
 - any consequential costs caused by the incorrect part.
 - for the loss of production or machine downtime.

11. Customer data and customer account etc.

- 11.1 OiE is the controller for the processing of your personal data. Information regarding OiE's processing of personal data can be found in OiE's Privacy Policy, which you must accept in order to make a purchase. You also find the Privacy Policy on the Website.
- 11.2 If you are a registered customer of OiE, you undertake to ensure that no one but you can use your login credentials. You may not reveal your password to any unauthorized person and shall ensure that any document setting out the username and password is stored in such way that no unauthorized person can gain access to the information. You must immediately notify OiE if it is suspected that any unauthorized person know the Customer's password.
- 11.3 It is only possible to have one (1) customer account per Customer. A Customer that is a legal entity guarantees that the person who registered the customer account, as well as any other users, are authorized to take measures and make purchases on the Website on behalf of the Customer. Customer that is a legal entity is responsible for all actions performed by its users during login to the Customer's customer account. Furthermore, Customer that is a legal entity must ensure that its users read and agree to these General Conditions and OiE's privacy policy.
- 11.4 If OiE suspects that the customer account or login information is misused or if the usage otherwise violates the General Conditions, OiE has the right to suspend a Customer and/or you as a user. OiE has the right to, irrespective of the reason, assign you with new login details.

12. Limitation of liability

- 12.1 OiE shall not be liable for any indirect or consequential damages, including but not limited to, loss of profits, loss of goodwill or missed opportunities. Unless otherwise is provided by applicable mandatory consumer protection law, OiE's liability under any cause of action arising under the agreement between the parties shall not exceed the amount paid by the Customer to OiE under the agreement. OiE's liability for each product delivered under the agreement between the parties shall at all times be limited to the price the Customer has paid to OiE for that product. This exception shall not apply in case of gross negligence or wilful misconduct.
- 12.2 Neither party shall be held liable for delays in the performance of the agreement between the parties caused by unforeseen circumstances beyond its control, including but not limited to, terror attacks, acts of God, wars, riots, strikes, fires, floods, shortages of labor or materials, labor disputes, accidents, governmental restrictions or other causes beyond that party's reasonable control. In the event of any such delay, the date of performance shall be deferred for a period equal to the time lost by reason of delay. The party whose performance is prevented or delayed shall promptly inform the other party of the occurrence of any such

event and such party shall use all reasonable efforts to avoid the effect of such event and to mitigate damages to the extent possible.

13. Miscellaneous

- 13.1 Any changes and additions to these General Conditions must be in writing and duly executed by OiE.
- 13.2 If any provision of these General Conditions is to be held invalid or unenforceable by any competent court, authority, arbitral tribunal or alternative dispute resolution board, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law.
- 13.3 A party's waiver of any of its rights or remedies under these General Conditions must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.
- 13.4 OiE has the right to assign any part of its rights and obligations under the agreement between the parties without prior consent from the Customer. Furthermore, OiE has the right to assign or pledge receivables without prior consent from the Customer. The Customer may not however assign or transfer any part of its rights or obligations under the agreement between the parties without the prior written consent of OiE.

14. Amendments to the General Conditions

OiE reserves the right to make amendments to these General Conditions from time to time. Any amendments to these General Conditions will be posted on the Website. Changes will become valid once the Customer has accepted the General Conditions (in connection with a new purchase or while browsing the Website), or 30 days after OiE has informed the Customer of the changes.

15. Governing law and disputes

- 15.1 In cases of any dispute with Customers who are consumers, OiE will follow the submitted recommendations from the Swedish National Board for Consumer Disputes. The National Board for Consumer Disputes may be accessed either via the website www.arn.se or address Box 174, 101 23 Stockholm. A Customer who is a consumer may also lodge a complaint at the European Commission's platform for online dispute resolution (the "ODR platform") which you may access here: <http://ec.europa.eu/consumers/odr/> if the complaint is related to a purchase from the Website.
- 15.2 Any dispute regarding the interpretation or application of these General Conditions shall be governed by and construed in accordance with Swedish law

and, except as provided in section above, settled by public court. The UN purchasing law (CISG) shall not apply to these General Conditions. Swedish law shall not however apply in a situation where a Customer which is a consumer has better rights according to mandatory applicable consumer protection law in the country where the Customer resides.

- 15.3 Notwithstanding the foregoing, OiE may take any legal action necessary at any competent court in the Customer's country of residence for collection of delayed payments. The parties do hereby accept that the jurisdiction of such court shall apply for such purpose.

The General Conditions was adopted by Olssons i Ellös AB the 01.11.2016