

# GSAB - general terms and conditions for sale

#### General

GSAB, organisation number 559189-1105, is called "GSAB" or "Seller" below.

An order and a purchase at GSAB mean that the terms given below have been approved by the purchasing party, the "Purchaser". Any changes or deviations to the terms below may only be made by a written agreement between the Seller and the Purchaser.

#### 1. Purchase

The purchase contract shall be considered signed when GSAB confirms the order by sending an order confirmation and the Purchaser does not revert with a written objection to the order confirmation within 24 hours of receipt of the confirmation. The order confirmation shall be sent by email.

All goods are GSAB's property until full payment for the purchase has been made.

#### 2. Validity

If the contract documents contain conflicting information, they shall be applicable in the following mutual order:

- 01. Contract, or if the contract has not been signed, order confirmation from the Seller.
- 02. GSAB General terms and conditions of sale
- 03. Plate glass 2009
- 04. ABM 07 (General Provisions)
- 05. Order
- 06. Offer/quotation
- 07. Additional regulations for delivery provided before giving the quotation
- 08. Descriptions
- 09. Drawings
- 10. Other documents

## 3. Prices and price lists

Prices are indicative only. The Seller has the right to update prices and price lists from time to time, without notifying the Purchaser in advance.

Offers are valid for 30 days unless otherwise stated.

The prices given are exclusive of value-added tax.

### 4. Payment terms

Invoices shall be sent by email to the Purchaser in conjunction with the delivery.

Payment terms are normally 30 days. Should there be deviations in the payment terms, the payment terms given in the order confirmation sent by GSAB shall apply. If advance payment is specified as a payment term, production and/or delivery shall only begin after full payment has been made.

After the due date, interest on overdue payment shall be charged at 15% annual interest, from the due date until the full payment is made.

Org.nr: 559189-1105

www.gsab.se

A reminder fee of SEK 75 excluding VAT shall be charged for each reminder.

For orders below SEK 200, net excluding VAT, a service fee of SEK 75 shall be charged.

PostadressBesöksadressTelefonE-postBankgiroGSABDumpervägen 708-546 117 00info@gsab.se281-1339Box 1Länna142 21 Skogås



### 5. Delivery

Deliveries shall be made pursuant to Incoterms EXW.

The Purchaser shall without delay check the entire delivery upon receipt, and make sure that it corresponds to the order confirmation, however no later than seven days after receipt. Missing goods shall be reported to GSAB within 48 hours after expected delivery time. In the event of any damage during transport, the Purchaser shall be responsible for inspection and notification to the transport company. Damages that have been discovered or should have been discovered shall be notified upon receipt of goods. Hidden damages shall be reported within seven days of receipt. Damaged goods shall not be mounted. Any transport insurance shall be taken out by the recipient.

#### 6. Delayed delivery

In case an order, or part of an order, is delivered after the agreed delivery date as per the order confirmation, GSAB shall send the remaining listed goods to the Purchaser as soon as possible. In these cases, GSAB shall be responsible for the freight charges provided that the delivery address is within Sweden. GSAB reserves the right to send the remaining listed goods along with other purchases made by the Purchaser that have coinciding delivery times. If the Purchaser has approved the partial delivery in advance, the Purchaser shall be responsible for the freight charges.

### 7. Cancellation or change

An order may be cancelled or changed within 24 hours of receipt of order confirmation, at no extra cost to the Purchaser.

Cancellation or change of orders, of stock goods, made 24 hours after the order confirmation has been sent, shall be handled as described in the section Returns.

Cancellation or change of orders of specially manufactured, customer-specific or non-stock goods, made 24 hours after the order confirmation has been sent, may only be made upon GSAB's written consent. In these cases, the customer shall be charged a cancellation/ alteration cost decided by GSAB. This cost shall cover the expenses incurred by GSAB due to the cancellation or change.

## 8. Returns

Purchasers who wish to return a product shall always obtain GSAB's written consent and receive a return slip. Returns shall be notified to the Seller no later than 30 days after the delivery date. The goods shall be received by the Seller no later than 14 days after a return has been reported to the Seller.

For approved returns, the Seller shall debit a handling fee for returns amounting to 20% of the total returned product value.

Only faultless and complete stock goods in original packaging, that is unbroken, whole and clean, may be returned. Specially manufactured, customer-specific and non-stock goods (so-called contract products) may not be returned. Goods returned may not be sent COD (cash on delivery) rather shall be returned with paid freight. Goods returned without a written return slip shall be sent back to the Purchaser, at his expense.

### 9. Change in design

GSAB conducts extensive and continuous product development. The Seller reserves the right to make changes in the design, construction and material of the products sold by GSAB, and for the fact that deviations from product details (published electronically or in print) may occur.



## 10. Seller's liability for mistakes

GSAB shall provide a one-year product warranty calculated from the delivery of the product. In cases where GSAB's suppliers provide longer warranty periods, these shall apply.

The liability shall apply provided that GSAB's or the manufacturer's installation and maintenance instructions have been followed.

The warranty shall not apply if the Purchaser has incorrectly handled or assembled the product, nor shall it apply if the product has been used in an unintended manner. The warranty does not cover repairs that have not been made by the service centres approved for the product. GSAB shall decide whether the product shall be taken back, repaired or replaced by way of a replacement delivery.

In addition to the above, the Seller shall under no condition, be obliged to pay compensation for direct or indirect damages or losses.

These general terms have been updated on 05102022.