



## General Terms and Conditions of Sale for purchase contracts concluded via the SCHMERSAL WEBSHOP

between

Schmersal Nordiska AB, 556120-1434, FO Petersons gata 28, 421 31 Västra Frölunda, hereinafter referred to as the 'Supplier'.

and

the ordering party, hereinafter referred to as the 'Customer'.

### Article 1. Application, definitions

(1) The following apply to the business relationship between the Supplier and the Customer:

- 1. These General Terms and Conditions of Sale,
- 2. Schmersal General Conditions of Delivery, and
- 3. "General Conditions for the supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden, NL17", (*Allmänna leveransbestämmelser för leveranser av maskiner samt mekanisk, elektrisk och elektronisk utrustning inom och mellan Danmark, Finland, Norge och Sverige, NL17*), in the version applicable at the time of the order.

In the event of a conflict or inconsistency between the General Terms and Conditions listed above, the terms and conditions shall take precedence in numerical order, i.e. a lower number prevails over a higher number.

Deviating General Terms and Conditions of Business of the Customer shall not be recognised unless the Supplier expressly agrees to their validity in writing.

(2) The SCHMERSAL WEBSHOP is aimed solely for legal entities. A legal entity is a limited liability company, partnership, limited partnership or any other association with legal capacity who, when concluding a legal transaction, acts in the exercise of its commercial or independent professional activity.

### Article 2. Conclusion of the contract

(1) Prior registration is required to place orders in the SCHMERSAL WEBSHOP. We shall use our discretion to decide whether or not you may register. By registering, we ensure in particular that only legal entities are granted access to our webshop.

(2) The Customer may select from the range of products provided by the Supplier, including safety switchgear and safety switching systems, and add them to a 'shopping cart' by pressing the button bearing the words 'Add to shopping cart'. By clicking on the button bearing the words 'Order', the Customer makes a binding application to purchase the goods in the shopping cart. The Customer can change and view the data at any time before submitting the order. The application can only be submitted and transmitted if the Customer accepts these contractual terms, thereby incorporating them into the application, by checking the box 'I accept the General Conditions for the supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden, (NL17), as well as the

General Terms and Conditions of Sale specific to the webshop, and the General Conditions of Supply’.

(3) The Supplier shall then send the Customer an automatic confirmation of receipt by e-mail, stating the Customer’s order, which the Customer can then print out using the ‘Print’ function. The automatic confirmation of receipt merely documents that the Supplier has received the Customer’s order, but does not signal acceptance of the application. The contract is concluded only when the Supplier issues a declaration of acceptance, to be sent in a separate e-mail (order confirmation). The Customer shall be provided with the text of the contract (comprising the order, General Terms and Conditions and the order confirmation) either in this e-mail or a separate e-mail, in any event no later than upon delivery of the goods, by means of permanent data carrier (e-mail or paper printout) (confirmation of contract). The text of the contract shall be stored in compliance with data protection rules.

(4) The contract shall be concluded in Swedish.

### **Article 3. Delivery, availability of goods**

(1) In the event that, at the time of the Customer placing an order, there are no units of the selected product available, the Supplier shall inform the Customer of the unavailability promptly in the order confirmation. If the product is permanently unavailable, the Supplier shall not issue a declaration of acceptance. In that case, no contract shall be concluded.

(2) If the product selected by the Customer in the order is only unavailable temporarily, the Supplier shall also inform the Customer of the temporary unavailability promptly in the order confirmation.

(3) The following delivery restrictions apply: The Supplier delivers to delivery addresses in Sweden only.

### **Article 4. Delivery costs and risk**

(1) The corresponding delivery costs shall be made known to the Customer in the order form and shall be borne by the Customer.

(2) Goods shall be dispatched by post. The delivery risk shall be borne by the Customer.