

## ANNEXE 2 GENERAL TERMS & CONDITIONS OF SALE

Procurator's general terms & conditions of sale apply as from 01.04.2021 and replace the terms & conditions of sale previously published by Procurator. The terms & conditions of sale apply to sales to corporate customers if no other agreement has been signed.

Prices are stated excluding VAT. Current, updated prices are to be found at Procurator's web shop: <http://www.procurator.com>. Procurator has the right to change the prices unless agreed otherwise.

Procurator also reserves the right to change its product range at any time, and to make changes to the product specifications. If the Customer has ordered services beyond the normal delivery service, e.g. express courier service, carry-in, time-specific discharge, this will be invoiced in accordance with the current price list.

In the event of promotions, prices cannot be combined with other offers, agreements and/or discounts. Local deviations may occur. Procurator registers a reservation against exchange-rate fluctuations and adjustment of prices and charges. The prices in our e-commerce business may differ from those at our physical shops.

Procurator applies REPA (Producer Responsibility Register)/FTI (packaging recycling system) charges to products that are subject to producer responsibility for packaging.

Procurator registers a reservation against printing errors and incorrect information as a result of technical and human errors.

## Payment

When invoicing, Procurator applies 30 days net as from the invoice date, and in the event of payment after the due date interest on late payment of 17% per month is charged. An administrative charge of: SEK 39 per paper invoice will be levied.

Unless the Parties have agreed otherwise in writing, payment is to be by VISA or Mastercard, or against an invoice. E-invoices will be issued free of charge. In the event of factoring, the usual credit checks will be applied.

## Shipping

Procurator charges for shipping and logistics services in accordance with the applicable price list.

## Orders and deliveries

### Order

We offer various ways of placing orders based on what best suits your business: our webshop, use of the EDI system, customer service – or feel free to visit one of our shops.

### Deliveries

Procurator sends goods all over Sweden. The number of delivery days and the deadline for orders varies depending on whereabouts in the country the delivery is to go to. Delivery of your order is in accordance with our transport plan. The delivery time for stocked goods is normally 2-3 working days for orders placed before 1pm.

Where a delay to delivery is caused by force majeure or an action or omission attributable to the Customer, then the delivery date shall be extended by a reasonable period of time.

In the event of refinement of products (e.g. name-labelling of clothing) through Procurator Service Centre, the delivery time is 6-8 working days.

### Delivery control

Always check the delivery regarding number and correctness of products.

Complaints about transport damage are immediately to be lodged with customer service. Complaints about damage to goods must be lodged with customer service without undue delay. When goods arrive, any visible damage, reduction or loss that is visible is to be reported directly to the shipper through a note on the shipping document. In the event of hidden damage, complaints must be lodged within 7 days. When you contact us we would like you to have taken pictures of the damage as well as the inner and outer packaging.

### **Complaints**

Complaints about faulty deliveries or defective goods must be lodged within 7 days of arrival. Complaints about transport damage are immediately to be lodged with customer service.

### **Telephone notification**

If notification is requested before delivery of an order, the extra service Telephone Notification can be ordered. You state the phone number you want to be contacted at, and the carrier will ring you prior to delivery. If the recipient is not present at the time of delivery and the telephone notification goes unanswered, then the goods will go back to the nearest terminal and a notification will be issued. A fresh delivery will be at the recipient's expense in accordance with the applicable price list.

### **Carry-in**

Delivery is up to the door at the delivery address. Carry-in to the designated place of goods is obtainable from Procurator as an extra service. The cost of the service will be in accordance with the applicable price list.

### **EUR-pallet**

In the event of delivery by pallet, the pallet cost shall be regulated for any customer who is registered for the forwarder's pallet transfer system or pallet pool and has a valid registration number. The pallet cost shall otherwise be in accordance with the current price list. The buyer is responsible for notifying Procurator of delivery and billing information.

### **Non-delivery**

If the recipient is not present at the time of delivery and the goods go back to the terminal, then a fresh delivery will take place at the recipient's expense and in accordance with the applicable price list.

## Returns and right of exchange

Procurator takes customers' ordered goods back on the following conditions:

- Our customer service must be notified of the return within 7 days of the delivery day
- The articles must not have been used
- The articles must be in a sellable state
- Only neutral articles can be returned. Specially ordered goods, e.g. involving printing or embroidery, thus cannot be returned.
- Articles from an external warehouse cannot be returned.
- Order articles cannot be returned
- Neither can ADR-rated goods be returned
- Approved returns are credited against a returns charge of 10% of the order value and the return shipping cost, but not less than SEK 500. If the reason for your return is an error on our part, there will be no additional cost

## Shop

At a shop, open purchase for 7 days applies to goods that are in sellable state, i.e. totally flawless and in their original packaging, upon presentation of a receipt. Exceptions are specially ordered goods that may only be returned by agreement in conjunction with the order and only in the shop where the agreement was entered into.

## Reservation of title

Reservation of title regarding the Products shall only be transferred to the Customer when the Products have been fully paid for. If the Products have not been paid for within the specified time, Procurator will have the right to take the Products back with immediate effect at the Customer's expense.

## Limitation of liability

Procurator shall not be held liable for any injury or damage caused by the Product to any person or fixed or movable property, or for the consequences of such injury or damage, if it occurs while the Product is in the Customer's possession. Neither shall Procurator be held liable for any indirect losses suffered by the Customer. The limitation of liability covers, but is not limited to, loss of production, lost profits or other consequential financial loss. Procurator's liability with regard to the Customer is furthermore limited in all instances to 1 price base amount as defined in the Swedish Social Insurance Code (2010:110) or its future equivalent.

## **Force majeure**

Procurator shall be released from the consequences of failure to meet its obligations under the agreement between the parties if this failure arises from circumstances that are beyond Procurator's control or that prevent or not inconsiderably impede the performance thereof. Examples of force majeure are war, acts of war, measures or omissions on the part of authorities, new or changed legislation, labour-market conflict and other comparable circumstances.

## **Applicable law and resolution of disputes**

These General Terms and Conditions and any other agreement between Procurator and the Customer shall be subject to Swedish law, though without adherence to its rules on choice of law and the Swedish Act on International Sales of Goods (1987:822). Any disputes arising in connection with Products delivered shall be decided by an ordinary court, with Malmö District Court as the court of first instance.

01-04-2021

Kind regards

Procurator AB