

Sales and Delivery Conditions for Hatteland Technology AB last changed 15. October 2019

1. General

These sales and delivery conditions apply to all offers, sales, contracts and deliveries unless otherwise agreed between the parties in writing.

Hatteland Technology AB sells only to approved customers; new customers may be required to present a company certificate. In certain cases, Hatteland Technology AB may require an end user declaration prior to delivery.

2. Prices

All prices and sums exclude VAT, freight, etc. Prices are subject to change in accordance with changes in vendor costs, exchange rates, customs rates or other fees. Hatteland Technology AB's offer is valid for only 30 days from and including the offer date, unless otherwise agreed in the offer.

All prices are in Swedish kronor unless otherwise indicated. Prices stated in another currency are based on exchange rates listed on the day of offer and will be adjusted with a +/- 2% deviation at the time of invoice.

For orders with a value lower than SEK 1 000,- excl. VAT and prior to shipping there will be a fee of SEK 150,-

3. Remuneration

Payment shall be made at the latest on the date indicated on the invoice as the final payment date. As a rule, payment shall be made 15 days from the date of invoice, unless otherwise specifically agreed.

In the case of late payment, Hatteland Technology AB may, at any given time, require the applicable default interest until payment is made. In the case of repeated late payments, Hatteland Technology AB may require payment before delivery can be made.

4. Delivery

Goods are delivered Ex-Works (Incoterms 2010) from Hatteland Technology AB's warehouse in Täby. All deliveries are carried out by freight companies with whom Hatteland Technology AB has fixed agreements and whose costs are borne by the customer. In the case of a delayed shipment at the buyer's request, or for reasons for which the buyer is responsible, the risk transfers to the buyer once the shipment is declared ready for shipping.

If other modes of transport/shipping is required, this will be performed EXW. Hatteland Technology AB will notify customer (EXW) of the customer's freight company (FCA) when the goods are ready to be collected.

5. Product information

Mistakes in, and/or changes to brochures, wording in the offer and other sales materials excepted: claims for any mistakes and changes cannot be asserted against Hatteland Technology AB.

6. Changes to the product

Hatteland Technology AB reserves the right to change products or their constituent parts without warning, as long as this does not hamper product function for the buyer.

7. Deficiencies and returns

At the time of delivery, the buyer is responsible for immediate inspection of goods in accordance with good business practice. If the buyer wishes to make a deficiency claim, a description of this must be submitted in writing to Hatteland Technology AB within seven (7) business days. If the buyer has discovered or should have discovered the deficiency and does not submit a claim as directed, the buyer cannot, at a later time, submit a valid claim.

Hatteland Technology AB may choose whether to rectify the deficiency, make a new delivery or issue a credit for the part/goods. Hatteland Technology AB does not cover the customer's use of its or external consultants when the customer of its own volition seeks to rectify any deficiency.

If changes or procedures to the purchased equipment are performed without written consent from Hatteland Technology AB, Hatteland Technology AB is considered free from any obligation. If Hatteland Technology AB so requests, the buyer shall immediately upon issuing a claim return the alleged deficient product to Hatteland Technology AB in the original packaging. Costs associated with the return are borne by the buyer. Insofar as Hatteland Technology AB by special agreement has taken upon itself to perform a service, only the sold products fall under the service agreement. Hatteland Technology AB reserves the right to test products considered to be defective. If Hatteland Technology AB finds the product in working order upon completion of a test, it is expected that the product will be returned along with an invoice for labor performed. Hatteland Technology AB shall provide a replacement or issue a credit only after testing has been carried out.

a. Return conditions

In the case of a complaint, the customer may only return products after contacting Hatteland Technology AB's support department (support.sweden@hattelandtechnology.com /0102051670) and having its claim processed.

- Return number (RMA) is valid for 20 days.
- The complaint must be submitted within 20 days upon receipt of the product where it is DOA (Dead On Arrival).
- Hatteland Technology AB bears no responsibility for data stored on hard disks that arrive for service.
- Products (incl. manuals, cables, etc.) shall be returned intact and in the original packaging during crediting.
- A copy of the return memo including the RMA shall be affixed as a package receipt on the outside of the packaging.
- Products returned must not have a broken packaging/seal. If tape is used, it must be clear tape.
- Products returned with no evidence of defect will be charged a fee in accordance with Hatteland Technology AB's rates. As of 15. May 2019 this is SEK 900.
- The defective product will be repaired, replaced with a new product or an equal product in repaired state, or a credit may be issued.
- The buyer pays the cost of shipping to Hatteland Technology AB. Packages marked COD or "Recipient pays shipping" will not be accepted.
- Hatteland Technology AB covers return shipping to the customer upon completion of repair or the like.
- Returns sent directly to Hatteland Technology AB without a return number or that do not satisfy our return conditions will be turned away, and a longer processing time must be expected.
- RMA number or other memos must not be written on the original packaging.

8. Liability

Hatteland Technology AB waives responsibility for direct or indirect financial loss that may arise due to deficient or delayed delivery. This does not apply, however, to cases where Hatteland Technology AB has either intentionally or by gross negligence breached the contract. Nonetheless, in such cases liability shall be limited to the invoice value of the deficient/delayed product.

9. Force Majeure

Hatteland Technology AB remains free of liability insofar as the following conditions hinder completion of purchase or make the purchase unreasonably burdensome: labor dispute or other conditions over which parties have no control, such as fire, war, mobilization or something equal in scope, requisition, seizure, currency restrictions, rebellion and civil unrest, scarcity of transport resources, general scarcity of goods, cuts in power supply as well as deficiencies or delays in deliveries from sub-vendors as a result of such conditions listed in this point or such conditions generally, which to a measurable degree hinder Hatteland Technology AB from fulfilling its part of the agreement.

If the aforementioned conditions occur prior to the offer being issued/agreement being entered into, this will result in a liability exemption only insofar as their effect on fulfillment of the agreement could not be foreseen at the point in time indicated.

10. Warranty

Hatteland Technology AB guarantees products against production defects for 12 months from the shipping date, unless otherwise agreed in writing.

11. Chemical tax

Law (2016:1067) Tax on chemicals in certain electronics. Tax is payable for goods attributable to one of the CN codes specified in the law.

Taxpayers under this law are, as a rule, those who manufacture taxable electronic goods professionally or bring in or receive taxable electronic goods professionally from another EU country.

For an approved stockholder, the tax liability is postponed to a later date, e.g. when you deliver the goods to a purchaser who is not an approved stockholder.

Hatteland Technology AB is registered as a stockholder.

Tax rates applicable from 2019-08-01

Other electronic goods: 160 SEK per kilo of the net weight of the goods.

Maximum chemical tax per commodity is 440 SEK.

12. Disputes

Each and every dispute between Hatteland Technology AB and the buyer shall be settled in accordance with Swedish law.