

 ANCHOR LÅS		Process Sales	
Document type General conditions of sales		Version 1.2En	Side 1 (8)
Prepared/modified by Arvid Green	Date 2025-08-27	Approved by Tomas Eriksson	Date 2025-08-27

GENERAL TERMS AND CONDITIONS OF SALE

ANCHOR LÅS AB

1. Applicability

1.1. "Anchor Lås AB" as used in these general terms and conditions of sale (the "Terms") refers to Anchor Lås AB, Reg. No. [556803-0745]. "Customer" refers to the company that has ordered or purchased goods from Anchor Lås AB under the Agreement (as defined below).

1.2. These Terms constitute an integral part of the agreement entered into between Anchor Lås AB and the Customer (the "Agreement"), which Agreement refers to and incorporates these Terms. The Agreement consists of the Customer's order, Anchor Lås AB's order confirmation, these Terms, all other documentation referred to as part of the Agreement, as well as the standard terms NL17 and NTLB21. These Terms shall apply to all deliveries of products by Anchor Lås AB to the Customer under the Agreement.

1.3. Agreements deviating from these Terms must be made in writing and signed by Anchor Lås AB and the Customer in order to be valid. In the event of any conflict between these Terms, other parts of the Agreement, and NL17 (and NTLB21), these Terms shall prevail, thereafter the main agreement, thereafter other parts of the Agreement, and thereafter NL17 (and NTLB21).

1.4. Regardless of whether any conflict exists or not, the following provisions of NL17 shall never apply to the Agreement: the second sentence of Section 14, the fourth paragraph of Section 17, Section 42, and Sections 48–49 (as well as corresponding provisions in NTLB21). Any general terms of the Customer shall only apply if expressly accepted in writing by Anchor Lås AB.

2. Products

2.1. The Customer may order the products included in Anchor Lås AB's product range as applicable from time to time, consisting of, inter alia, door fittings, locks, and locking systems (the "Products"). Anchor Lås AB is under no obligation to keep any Products in stock.

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3. Orders

3.1. The Customer shall place orders for Products from Anchor Lås AB via Anchor Lås AB's web-based order management system, by e-mail or by telephone. An order becomes binding for Anchor Lås AB only once confirmed in writing by Anchor Lås AB. Anchor Lås AB reserves the right to reject an order at any time. Anchor Lås AB shall in its order confirmation notify the Customer of the expected delivery date.

4. Delivery

4.1. Anchor Lås AB shall deliver ordered Products Ex Works (Incoterms 2020), unless the Customer and Anchor Lås AB have specifically agreed otherwise. The risk for ordered Products passes from Anchor Lås AB to the Customer upon delivery in accordance with the aforesaid delivery terms.

4.2. Upon receipt of delivery, the Customer shall check that the delivered Products are free from visible defects, and otherwise ensure that the number of pallets and cartons corresponds with the delivery notes, and that delivered quantities correspond with the stated quantities. The Customer shall thereafter acknowledge receipt of the Products on the carrier's delivery note.

4.3. If the delivered quantity of Products deviates from the quantity ordered by the Customer, the Customer shall notify Anchor Lås AB immediately, but no later than within 24 hours of delivery. If damage is discovered that can be assumed to have occurred during transport, such damage shall also be immediately reported to the carrier and noted in the freight documents. If the Customer fails to notify in accordance with the above, the Customer loses its right to invoke the deviation or damage, irrespective of what is otherwise stated in the Agreement.

5. Price

5.1. The price for the Products is set out in Anchor Lås AB's price list as applicable from time to time, unless the Customer and Anchor Lås AB have specifically agreed otherwise. If the Customer and Anchor Lås AB have agreed on a rebate or bonus agreement, such agreement applies only in relation to the Customer and thus not to any of the Customer's group companies.

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5.2. All prices are for delivery Ex Works (Incoterms 2020) and are exclusive of VAT, other taxes and charges, and costs for transport packaging. If the parties have agreed that Anchor Lås AB shall arrange freight on behalf of the Customer, freight charges shall be invoiced. The delivery terms remain Ex Works, unless the Customer and Anchor Lås AB have specifically agreed otherwise.

5.3. The Customer shall purchase ordered Products at the price stated in Anchor Lås AB's price list on the delivery date.

6. Payment

6.1. Anchor Lås AB will invoice the Customer for ordered Products (100% of the price) upon delivery, in PDF format via e-mail. If the Customer wishes to receive a paper invoice, Anchor Lås AB is entitled to charge a fee for such invoice.

6.2. Payment shall be made by the Customer within 30 days from the invoice date.

6.3. The maximum credit limit permitted for the Customer may be notified or subsequently determined by Anchor Lås AB. Anchor Lås AB is under no obligation to deliver Products to the Customer if the Customer exceeds its credit limit and does not provide acceptable security.

6.4. In case of delayed payment, Anchor Lås AB is entitled to charge interest on arrears in accordance with the Swedish Interest Act (1975:635). In the event of delayed payment, Anchor Lås AB is also entitled to withhold delivery of Products to the Customer, require acceptable security, change payment terms and any credit limit, and terminate the Agreement.

6.5. If the Customer fails to pay on time, Anchor Lås AB is entitled to issue payment reminders and charge a fee for such reminders. If the Customer has not made full payment within 10 days from a payment reminder, overdue invoices may be transferred to a debt collection agency without further notice from Anchor Lås AB. Debt collection costs are added upon issuance of demand letters in accordance with the Swedish Debt Collection Act (1974:182).

7. Liability for Defective Products

7.1. Anchor Lås AB is liable for defects in delivered Products in accordance with what is set out below and in NL17 and NTLB21. Anchor Lås AB is only liable for defects that appear within 24 months from delivery by Anchor Lås AB.

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7.2. In addition to what is stated in NL17 and NTLB21, Anchor Lås AB is not liable for defects in Products resulting from the Customer's or a third party's failure to follow Anchor Lås AB's care instructions or guidelines, or for defects caused by incorrect installation by the Customer. The Customer is always responsible for ensuring that the Products are compatible with the Customer's other equipment.

7.3. If the Customer discovers a defective Product within the liability period pursuant to Section 7.1, the Customer shall notify such defect without delay.

7.4. The Customer is not entitled to itself, or to allow a third party to, in any way use or dispose of Products that have been notified to Anchor Lås AB as defective without Anchor Lås AB's prior written consent.

8. Product Liability

8.1. Anchor Lås AB is only liable for damage caused by the Products to persons or other property if such liability is imposed on Anchor Lås AB under the Swedish Product Liability Act (1992:18).

8.2. The Customer shall immediately and in writing inform Anchor Lås AB of all product liability claims brought against the Customer and shall handle all such claims in accordance with Anchor Lås AB's instructions. The foregoing also applies to claims that may be brought against the Customer after termination of the Agreement. The parties shall seek to ensure that all product liability claims are directed against Anchor Lås AB or a party designated by Anchor Lås AB.

9. Intellectual Property Rights

9.1. Unless otherwise agreed between the parties, Anchor Lås AB or its licensors own all rights, including intellectual property rights, relating to the Products and related documentation (including, but not limited to, trademarks, design rights, copyrights, and patents). The Customer acquires no intellectual property right or other right to the Products or related documentation under the Agreement.

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9.2. The Customer shall indemnify and hold Anchor Lås AB harmless from any claim, action, proceeding, loss, cost, damage, and expense (including legal fees and administrative costs) incurred by Anchor Lås AB as a result of or in connection with any claim that a Product sold by Anchor Lås AB infringes third-party intellectual property rights or other rights, where such claim arises due to (i) Anchor Lås AB having modified, created, or manufactured the Product in accordance with the Customer's request, instructions, specifications, or design, (ii) the Product being used in a manner that deviates from what was agreed or that Anchor Lås AB could not reasonably foresee, or (iii) the Customer having made modifications to the Product.

10. Limitation of Liability

10.1. Anchor Lås AB's total liability for damage or other loss arising under or in connection with the Agreement shall, per calendar year, be limited to 50% of the remuneration paid by the Customer for Products delivered by Anchor Lås AB to the Customer during the preceding calendar year.

10.2. In no event shall Anchor Lås AB be liable for indirect damage or loss arising under or in connection with this Agreement, including but not limited to loss of profit, loss of reputation or goodwill, loss of business or business opportunities, loss of income or expected savings, loss of and/or damage to data or information, or production downtime. This applies regardless of how the damage or loss was caused (including damage or loss caused by negligence) and whether or not the damage was foreseeable at the time of entering into the Agreement (even if the Customer was advised of the risk of such damage or loss).

10.3. Anchor Lås AB's liability for defects, deficiencies, delays, and other breaches of contract is limited to what is expressly set out in these Terms. The Customer is not entitled to invoke any other remedies than those stated in these Terms.

11. Confidentiality

11.1. During the term of the Agreement and thereafter, each party undertakes not to, without the other party's written consent, disclose to any third party any information (whether oral, written, electronic, or in any other form) regarding the other party and its business that is or may be considered a trade or business secret – nor use such information for any purpose other than fulfilling its obligations under the Agreement. Information designated as confidential shall always be considered a trade or business secret.

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11.2. The confidentiality obligation above does not apply to information that a party can demonstrate (i) became known to the party other than through the parties' business relationship or a breach of a confidentiality undertaking, or (ii) is generally known other than through breach of this Agreement. The confidentiality obligation also does not apply when a party is obliged to disclose confidential information under law, other regulations, or authority decisions.

11.3. Upon request of the other party, each party shall return or destroy, and confirm in writing the return or destruction of, confidential information immediately. Notwithstanding the foregoing, a party may retain copies of confidential information that (i) are securely stored in archiving or backup systems, (ii) need to be stored due to legal proceedings, applicable law, or decisions from competent authorities, and (iii) are stored in accordance with bona fide retention policies, as set out in the Agreement.

12. Subcontractors

12.1. Anchor Lås AB is entitled to engage subcontractors for the fulfilment of its obligations under the Agreement. If Anchor Lås AB uses subcontractors, Anchor Lås AB shall be responsible for such subcontractors as for its own obligations.

13. Termination of the Agreement and Continuing Obligations

13.1. Each party is entitled to terminate the Agreement with immediate effect by written notice to the other party if (i) the other party is in material breach of contract and fails to remedy such breach within 30 days of receiving notice thereof, or (ii) the other party suspends payments, enters into liquidation, is declared bankrupt, initiates company reorganization, commences composition negotiations, or otherwise is deemed insolvent. Notice of termination shall be given without undue delay after the aggrieved party became or should have become aware of the breach.

13.2. In addition to the foregoing, Anchor Lås AB shall always be entitled to terminate the Agreement with immediate effect if (i) the Customer is in delay with payment, or (ii) there is a material change in the ownership of the Customer.

13.3. Upon termination of the Agreement, all outstanding orders for Products shall be fulfilled and shall remain valid until such orders have been completed. All applicable provisions herein shall therefore continue to apply to such outstanding orders until full delivery has taken place. This provision shall, however, not apply if the Agreement has been terminated by Anchor Lås AB pursuant to Sections 13.1 or 13.2 above.

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13.4. Provisions of the Agreement which by their nature are intended to remain valid after termination shall continue to bind the Parties after termination regardless of the reason (including, without limitation, Section 7.4, 8, 9, 10, 11, and 15 of these Terms, as well as Section 44 of NL17).

14. Miscellaneous

14.1. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous and contemporaneous negotiations and agreements, written or oral, between the parties relating thereto. Amendments to or modifications of this Agreement (including this Section) must be in writing and duly signed by both parties (unless otherwise stated herein).

14.2. If a competent court, authority, or arbitral tribunal finds that any provision of this Agreement is invalid or unenforceable, the provision in question and all other provisions shall remain valid and enforceable to the extent permitted by applicable law, and the parties shall loyally negotiate to agree on necessary amendments to this Agreement in order to preserve its structure, purpose, and spirit.

14.3. A party's waiver of any right or remedy under this Agreement must be in writing and duly signed by that party. No waiver, in whole or in part, of such right or remedy shall prevent any other or later exercise or enforcement of such right or remedy.

14.4. The Customer may not assign its rights or obligations under this Agreement, in whole or in part, without Anchor Lås AB's prior written consent.

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15. Dispute Resolution and Governing Law

15.1. Any dispute arising out of or in connection with this Agreement shall in the first instance be referred to mediation in accordance with the Mediation Rules of the SCC Institute, unless either party objects once a dispute has arisen. If either party objects to mediation or if mediation is terminated, the dispute shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitration shall apply, unless the Institute, taking into account the complexity of the case, the value of the dispute, and other circumstances, determines that the Arbitration Rules shall apply. In such case, the Institute shall also decide whether the Arbitral Tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Eskilstuna. Arbitration proceedings under this Section, all information disclosed, and all documentation submitted or issued by or on behalf of a party or the arbitrators during such proceedings, as well as all decisions and awards rendered, shall be treated as strictly confidential and may not be used for any purpose other than the proceedings in question or the enforcement of such decision or award, nor otherwise disclosed to any third party without the prior written consent of the party concerned or, with respect to decisions and awards, the parties to the dispute.

15.2. The Agreement shall be governed by and construed in accordance with the substantive laws of Sweden, excluding its conflict of laws principles that would lead to the application of the laws of another jurisdiction.