

# Terms and conditions & delivery provisions

(valid from 2024-03-20)

LAPP Miltronic AB applies the Sveriges Verkstadsindustrier (VI) [Association of Swedish Engineering Industries] General Supply Provisions NL 09 and the addendum KL 10 for deliveries in Sweden, Norway, Finland and Denmark as well as ORGALIME S 2012 for the remaining countries, with amendments and additions as follows:

## Prices

Prices specified in LAPP's price list are gross prices (with some exceptions) and exclude VAT.

Prices of cables and cable terminals in copper are based on a copper price of EUR 150 per 100 kg. In the event of a change in the copper price of more than +/-10%, the corresponding adjustment is made. For an estimate of copper prices, see [the link](#).

In the event of currency fluctuations and other changes beyond LAPP's control, LAPP reserves the right to make a price adjustment.

In the case of express goods, the full shipping cost will be charged.

Articles not in stock and articles ordered through our e-Shop are sold only in the full packaging.

A 250 SEK/25 EUR net fee is applied when the order value is less than 1 000 SEK/100 EUR. Order value means customer price (net price or list price minus discount) excluded tax and freight. This fee is excluded when the order is registered in the LAPP web shop.

## Tolerance cable length

Unless otherwise agreed, LAPP reserves the right to deliver up to +5% on articles in stock and +/- 15% on articles not in stock. LAPP must always be contacted in the case of other tolerance requirements.

## Meter markings

Length or meter markings are four-digit number combinations that are counted consecutively and increased by 1 per meter. The counting start point is chosen freely. Meter markings are to be understood as length markings and they are only an indication/tool (e.g. for simple measurement or for the determination of the remaining length) and are not metrically registered. An accuracy of ±1% is intended. To determine the exact (residual/delivery) length, we use of course calibrated cable measuring devices.

## Cutting cost

Re-spooling/cutting is charged with 150 SEK/ 15 EUR per cut.

## Payment

Payment must, unless otherwise agreed, be received by LAPP no later than thirty (30) days from the invoice date. In the case of payment after the due date of the invoice, interest on overdue payment is charged in accordance with the Interest Act.

### **Delivery terms**

If no delivery terms have been agreed, the delivery takes place FCA Nyköping (Incoterms 2020).

### **Product changes**

A valid product specification is contained in LAPP's e-Catalogue. If substantial changes are made to the product even though the same article number is maintained, LAPP is required to inform the purchasers of that change.

If LAPP realises or should have realised that the change could cause a great deal of inconvenience, the customer is entitled to cancel the purchase.

### **Equipment that is used in aviation and space travel**

LAPP is not obliged to compensate the damage incurred to the customer or third parties, if the goods were used in direct air and space travel applications and the damage resulted from or in connection with the use of the goods pursuant to this Article, unless such damage would be caused intentionally or in gross negligence by the seller.

### **No Re-Export to Russian Federation**

1. The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

2. The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3. The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

4. Any culpable violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

- immediate termination of this Agreement for just cause; and
- a penalty of 50 % of the total value of the net value of the respective order whereas the [Importer/Buyer] is expressly permitted to prove that a damage has either not occurred or is substantially less than the penalty.

5. The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

## **Return provisions**

The following applies in order for LAPP to process any returns:

1. Only returns for which liability can be attributed to LAPP, such as incorrect dispatch or manufacturing faults, are approved at no additional cost to the purchaser.
2. Other returns must be approved by LAPP. Taking into consideration unpacking costs, checking, any adjustment work and repackaging, the purchaser is credited the amount of the invoice with a deduction amounting to 30% for articles in stock.
3. Return of goods with an invoice value below SEK 1 000 net is not accepted.
4. In the event of a return, the goods must be accompanied by LAPP's return shipping note. This is a condition to ensure that the returns can be processed by LAPP. For information on processing of returns, see below.

## **Processing of returns**

### **In the event of any returns, the following must be taken into account**

1. Contact LAPP for a return note.
2. LAPP issues a return note which must accompany the returned goods.
3. Returns without a return note are not accepted and the products are then returned with shipping unpaid.
4. A return shipping note is not equated to an approved return (see the criteria set out below).
5. Only returns for which liability can be attributed to LAPP, such as incorrect dispatch or manufacturing faults, are approved at no additional cost to the purchaser. For other approved returns, the purchaser is credited with the amount of the invoice with a deduction amounting to 30% for articles in stock.

### **LAPP Miltronic AB accepts returns when the following criteria have been met**

- The goods must be in stock at LAPP Miltronic AB in Nyköping, Sweden.
- The goods must have been delivered within the past 6 months.
- The goods must be in their unopened original packaging (as appropriate).
- The goods must be free from dirt, moisture, damage and other external effects that mean that the goods cannot be resold without additional work for LAPP.
- The goods must have been stored indoors.
- The goods must still form part of LAPP's range.
- The goods must not be subject to new directives, approvals, etc. which make the goods unsaleable for LAPP.
- In the event that the goods cannot be returned to their original supplier, LAPP must have frequent sales of the goods that mean that the accepted returned article can be sold within 6 months.
- The invoice value must exceed SEK 1 000.

Or

- Liability must be able to be attributed to LAPP due to incorrect dispatch or manufacturing faults.