



## GENERAL

A customer at ELSYS.se is a legal entity and/or a government, which hereinafter are referred to as the "Customer."

ELSYS and the Customer can be referred to hereinafter individually as a "Party" and jointly as the "Parties."

The following terms and conditions ("Terms and Conditions") apply to all purchases that Customer places, or places through an intermediate, agent or any other subsidiaries, if not otherwise agreed upon in writing between the Parties, at ElektronikSystem i Umeå AB (556694-5549) hereinafter referred to as "ELSYS."

Through the use of elsys.se or any other channel to place an order, the Customer agrees to the following Terms and Conditions in this document. These Terms and Conditions also apply to purchases placed when ELSYS is the Customer's intermediate and/or agent unless otherwise agreed upon between the Parties. Therefore, it is every Customer's responsibility to read and understand the Terms and Conditions before placing an order.

Commencing on the date stated below, these Terms and Conditions supersede all previously applicable general terms and conditions of sale, between ELSYS and the Customer. ELSYS reserves the right to change or adjust the Terms and Conditions at any time and without notice. However, any changes do not affect existing orders for which the Terms and Conditions that applied at the time of the Order, shall continue to apply.

## PRICES AND FREIGHT

The prices for the Products on elsys.se and any other pricelist distributed from ELSYS exclude VAT and freight costs.

The freight cost for every order is the same, no matter the size or weight of the order. The charge for the different freight options is made clear in the checkout steps. ELSYS's has two freight options; standard freight economy, and the alternative is priority.

If ELSYS does a partial delivery of the order, ELSYS will only deduct one freight cost for all the partial deliveries when finalizing the order. The maximum number of partial deliveries for an order is three (3) unless otherwise agreed upon through a separate agreement, such as; a Memorandum of Understanding (MoU), or likewise, agreement between the Parties, or the excess part is due to ELSYS's failure to finalize the order in three (3) attempts.

## ORDER

Customers can use different channels when placing orders with ELSYS; via elsys.se, phone, or e-mail. When an order has been submitted, an order confirmation is sent out to the given e-mail address.

Customers can order the Product(s) by submitting a written order by e-mail to [order@elsys.se](mailto:order@elsys.se) or by the webshop to ELSYS containing, at a minimum, details of the Product(s) ordered, the quantity, and the delivery address. It is incumbent

upon the Customer to check the order confirmation carefully and immediately on receipt to draw ELSYS's attention to any deficiencies or objections. An order is binding when the Customer has received ELSYS order confirmation.

In conjunction with these Terms and Conditions, the General Conditions for supply of goods ([Orgalime S-2012](#)) apply to orders placed within the framework of these Terms and Conditions that the Customer accepts. In the event of a conflict between the provisions of the Terms and Conditions, and Orgalime S-2012, the Terms and Conditions shall have priority.

## DELIVERY TERMS AND PASSING OF THE RISK

Any agreed trade term shall be construed in accordance with INCOTERMS® in force at the acceptance of the Terms and Conditions. If no trade term has been specifically agreed, the delivery shall be Delivered at Place (DAP).

The Customer shall pay the freight cost. ELSYS shall have the right to make partial deliveries unless otherwise agreed upon between the Parties.

## PAYMENT METHODS

There are two different types of payment methods: credit card/debit card and invoice.

The default payment method is DIBS. If the Customer wants to continue purchasing from ELSYS with invoice, the Customer shall submit a request to: [credit@elsys.se](mailto:credit@elsys.se), where ELSYS can examine the Customer's creditworthiness.

When using invoice as a payment method, the payment shall be made against the invoice from ELSYS issued upon delivery of the ordered Products. The invoice shall be fully paid no later than 30 days after it was issued. Payment must be received by ELSYS not later than the due date set forth on the invoice. In conjunction with the failure to make payment, the following shall apply. Penalty interest shall be payable at a rate of EURIBOR plus ten (10) percent per annum; in addition, hereto, ELSYS shall be entitled to charge the Customer statutory reminder fees, collection fees, and comparable fees applicable from time to time.

Suppose there is reasonable doubt about the Customers' ability to pay. In that case, ELSYS has the right to shorten the credit period (the Due Date), demand advance payment, or other security for future delivery.

## RETENTION OF TITLE

Without affecting the passing of risk, the Products shall remain the property of ELSYS until paid for in full, to the extent that such retention of title is valid under the applicable law.

Until the title of the Product(s) has passed risk in accordance with the above section, the Customer shall keep the Product(s) separated from any other goods of the Customer so that they remain readily identifiable as ELSYS property and not tamper, remove or obscure any identifying mark or packaging on or relating to the Product(s).

## PERSONAL DATA

Upon acceptance of these Terms and Conditions, the Customer also accept the processing of their personal data, in accordance with ELSYS's [Privacy Policy](#).

## WARRANTY

ELSYS warrants that the Products will be free from defects in design, material, and workmanship for the applicable warranty period.

The standard warranty period is set to twelve (12) months from the delivery date.

Twelve (12) months extended warranty can be purchased for two (2) percent of the purchase amount. Further, this implies that the maximum warranty period is twenty-four (24) months from the delivery date if the extended warranty has been purchased.

ELSYS do not warrant associated batteries to the Product(s). However, the Customer can purchase a warranty for associated batteries to the Product(s); if the batteries have been purchased via ELSYS in conjunction with the order of Product(s), the warranty can then be purchased for an additional two (2) percent of the purchase amount in batteries. The warranty for associated batteries is set to the maximum length of twelve (12) months from the delivery date.

ELSYS will not be liable under this warranty if its testing and examination disclose that the alleged defect or malfunction in the Product does not exist or results from (i) failure to follow ELSYS's installation, operation, maintenance, or other instructions; (ii) unauthorized Product modification or alteration; or (iii) abuse, misuse, negligent acts or omissions of the end-customer or persons under the end-customer's control.

Defects in the Products shall be reported to ELSYS. When reporting defects, the Customer is required to state how the defect is manifested. In addition, if the staff working with troubleshooting so require, the Customer is obliged to demonstrate how the defect is manifested.

ELSYS reserves the right to choose if a defective Product is to be repaired or replaced. Customer shall ship (at Customers expense and risk) any defective Product in accordance with ELSYS's return instructions together with any required documentation, including details of the problems or failure to ELSYS. Upon receipt, ELSYS shall be responsible for the costs, shipping, and risk of loss of returning the repaired or replaced Product to the Customer. If, however, ELSYS is unable to find any defect for which ELSYS is responsible under the Terms and Conditions, the Customer is obliged to compensate ELSYS for its costs resulting from the handling of the alleged defect.

## LIMITATION OF LIABILITY

Notwithstanding what is stated elsewhere in this Terms and Conditions or Orgalime S-2012,

a) ELSYS shall not be liable for any direct, indirect, or consequential damages, including but not limited to loss of profit in the other Party's or another party's business activities, loss of goodwill,



failure to fulfill obligations to third parties, or missed business opportunities related to exchanging of defect Products in the field,

b) neither Party shall be liable to the other Party for any indirect or consequential damages, including but not limited to loss of profit in the other Party's or another party's business activities, loss of goodwill, failure to fulfill obligations to third parties, the failure of any benefit under the Terms and Conditions to materialize or missed business opportunities, and

c) both Parties' liability for damages under this Terms and Conditions shall per incident and in total for all incidents within a twelve (12) month period be limited to an amount equal to fifty (50) percent of the total amount of all Customer's orders for Products in the twelve (12) month period preceding the respective incident giving rise to the claim. For the avoidance of doubt, neither Party shall be obliged to pay more than the aforementioned amount for all incidents combined during any twelve (12) month period, irrespective of the number of incidents. The aforementioned maximum amount shall not include proceeds paid under any insurance policy that ELSYS is required to obtain pursuant to these Terms and Conditions.

However, these limitations of liability shall not apply:

a) in relation to the ELSYS obligation to repair or replace defective products within the warranty period,

b) in the event of gross negligence or willful misconduct by the breaching Party,

c) in the event Customer is subject to a claim from a third party asserting that a Product (or part thereof) constitutes an infringement of such third Party's intellectual property rights,

d) in the event of loss attributable to liability under the Council Directive (85/374/EEC) of 25 July 1985 on the approximation of the laws, regulations, and administrative provisions of the Member States concerning liability for defective products or equivalent legislation within the European Union.

In the event the Customer is subjected to a claim from a third party asserting that the Product (or part thereof) constitutes an infringement of such third Party's intellectual property rights, ELSYS shall hold the Customer harmless provided that (i) Customer immediately notifies ELSYS of the receipt of the claim; (ii) ELSYS has full control and decision-making authority in respect of the defense or negotiation of the claim; (iii) Customer makes no admission, enters into no settlement and in no other manner affects ELSYS possibility to defend or negotiate a settlement in respect of the claim; and (iv) Customer participates to a reasonable extent in ELSYS defense or negotiation of the claim. ELSYS's obligation to hold Customer harmless shall be limited to compensation and damages which the Customer, by virtue of settlement or judgment, is ordered to pay for infringement of intellectual property rights (for which ELSYS is liable in accordance with this Terms and

Conditions) due to Customer's distribution of the Products. This limitation entails that the Customer shall not, over and above compensation for the amount the Customer is compelled to pay to a third party, be entitled to any compensation for losses incurred as a consequence of intellectual property defects. In the event a claim has been brought pursuant to this or where ELSYS determines that there is a risk of such claim, ELSYS shall, at its own expense, either (i) ensure that the necessary rights are obtained, or (ii) effect the necessary changes such that the Product is no longer deemed to constitute an infringement.

## GOVERNING LAW AND DISPUTES

These Terms and Conditions shall be governed by Swedish law (without regard to its conflict of law principles).

Any dispute, controversy, or claim arising out of or in connection with the Terms and Conditions, which cannot be settled amicably, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (hereinafter "SCC Institute").

The Rules for Expedited Arbitrations shall apply, unless the SCC Institute, in its discretion, determines, taking into account the complexity of the case, the amount in dispute, and other circumstances, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English (unless otherwise agreed by the Parties).

The Parties undertake and agree that all arbitral proceedings conducted or initiated with reference to this Section 18 shall be kept strictly confidential. This confidentiality undertaking shall cover the fact that arbitration has been initiated, all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information to safeguard in the best possible way such Party's rights vis-à-vis the other Party in connection with the dispute, or if such a right exists pursuant to a statute, a regulation, a decision by an authority, a stock exchange contract or similar.

## COMPANY INFORMATION

ElektronikSystem i Umeå AB  
Organizations number: 556694-5548  
Vat-number: SE556694554801

Registered business location: Umeå  
Tvistevägen 48  
907 36 Umeå  
Sweden

Contact customer service: [Info@elsys.se](mailto:Info@elsys.se)