

Finja Bemix AB - General Terms and Conditions of Sale and Delivery

For deliveries, the General Conditions according to ABM 07 and the Delivery Clauses for the Construction Industry, 2008 shall apply.

In the event of any conflict or inconsistency between these General Terms and Conditions and ABM 07 or the Delivery Clauses for the Construction Industry (2008), these General Terms and Conditions shall prevail.

1. Generellt

- 1.1. In this document, Finja Bemix AB shall be regarded as the Seller and the customer as the Buyer.
- 1.2. For all purchases, Finja Bemix AB's General Terms and Conditions of Sale and Delivery shall apply unless otherwise agreed in writing through a contract or quotation.

2. Orders

- 2.1. Orders must be placed no later than 12:00 (noon) three days prior to the requested delivery date.
- 2.2. For made-to-order products, orders must be placed no later than 12:00 (noon) seven days prior to the requested delivery date, unless otherwise stated in a quotation or other form of agreement.
- 2.3. The order must contain complete information regarding delivery conditions and the prerequisites for receipt of goods at the address specified by the Buyer.
- 2.4. Amendments and additions may be made if transport has not been booked/planned or the order has not been picked. In the event of cancellation or amendment of an order for which transport has already been booked, the actual additional costs incurred shall be charged.

3. Prices

- 3.1. Prices shall be charged in accordance with the price list in force at the time of delivery, unless otherwise agreed in a quotation or contract.

The Seller is entitled to adjust the agreed price if cost changes arise as a result of:

- a) decisions or actions by public authorities.
- b) war, crisis, or other comparable circumstances with equivalent impact, insofar as these relate to supplies or services necessary for the goods; or
- c) abnormal and unforeseeable price changes concerning materials included in the goods.

Price adjustments of agreed prices may only be made provided that such cost change materially affects the total cost of the Goods, and that the Seller acts reasonably when implementing such price adjustment.

- 3.2. Unless otherwise agreed in a quotation or contract, an annual price adjustment shall be applied.

4. Payment

- 4.1. Payment terms are thirty days unless otherwise agreed in a quotation or contract.
If payment is not received by Finja Bemix AB within thirty days from the invoice date, default interest shall be charged in accordance with the Swedish Interest Act.
- 4.2. Finja Bemix AB reserves the right to carry out a credit check on all customers.
- 4.3. In the event of unsatisfactory creditworthiness, Finja Bemix AB reserves the right to require advance payment at the time of order.
- 4.4. The Buyer may not assign or resell the order before full payment has been made.

5. Order Confirmation

- 5.1. The Buyer shall, without delay, review the order confirmation upon receipt and immediately notify the Seller of any discrepancies. If no such notification is made within twenty-four hours from receipt, the order confirmation shall be deemed approved.

6. Deliveries

- 6.1. Deliveries are subject to the Delivery Clauses for the Construction Industry, 2008, in accordance with the principles of LOK and LLK.
- 6.2. The Buyer shall inform the Seller's personnel of any local regulations or conditions applicable at the Buyer's unloading site. Such information shall be provided at the time of order.
- 6.3. The method of delivery shall be specified when placing the order.
- 6.4. The requested delivery date shall be stated by the Buyer at the time of order.
- 6.5. Goods are delivered on weekdays between 07:00 and 16:00 unless otherwise agreed.
Delivery during the morning (07:00–12:00) or afternoon (12:00–16:00), or time-specific unloading with arrival at a specified time (+/- 30 minutes) between 07:00 and 16:00, shall incur an additional charge.
- 6.6. One hour of unloading time is included; additional time shall be charged as waiting time per commenced half-hour.
- 6.7. The goods shall be unloaded at the location designated by the Buyer. Responsibility for the goods transfers to the Buyer after unloading.
- 6.8. The Buyer is responsible for conducting a thorough inspection upon receipt and for confirming that the delivery has been made in satisfactory condition by signing the delivery note. Any discrepancies must be noted on the delivery note, and the Buyer shall thereafter contact the responsible Seller in writing via email.
- 6.9. Any changes agreed directly between the Buyer and the carrier shall be handled solely between those parties.
- 6.10. If the Buyer does not notify the Seller of any delivery defects within two days from receipt of the goods, the delivery shall be deemed approved without entitlement to compensation.

7. Liability for Defects

- 7.1. The Seller shall not be liable for damage arising from improper use of a product, negligence, incorrect storage, or use of the product in an environment other than that for which it is intended.
- 7.2. Bags must be stored in dry conditions and shall be covered during precipitation.
- 7.3. The Seller shall not be responsible for information such as technical advice. Any information provided, whether in writing or orally, shall be regarded as general guidance for product selection. As the Seller has no control over on-site working methods, the Seller cannot assume responsibility for such matters.

8. Returns

- 8.1. Generally, Finja Bemix AB does not accept returns of ordered goods, except in individual cases.
- 8.2. Any returns shall only be accepted after prior agreement with the Seller at Finja Bemix AB. The Seller shall, at its sole discretion, determine whether a return will be accepted.
- 8.3. In the event of a potential return, the Buyer must notify the Seller in writing within one month from the date of delivery.
- 8.4. For approved returns, sixty percent (60%) of the invoiced price shall be credited, and the Buyer shall bear the transportation costs for the returned goods.
- 8.5. Products intended for return must be in resalable condition, with unopened packaging/pallets and with at least three months of remaining shelf life.
- 8.6. Made-to-order products are not accepted for return unless otherwise agreed in a quotation or contract.
- 8.7. The Seller does not accept returns of construction pallets.
The Buyer is referred to www.bemix.se – Construction Pallet Return System

9. Quality complaints

- 9.1. Complaints regarding products or transport must be reported immediately. The Buyer shall notify the Seller in writing without delay. Any complaint must be thoroughly documented with photographs and a description of the defect.
- 9.2. Visible damage or shortages at delivery that are not noted on the carrier's delivery note shall not be compensated.
- 9.3. Any deviations shall be reported immediately upon discovery.

10. Force majeure

- 10.1. Events such as war, natural disasters, decisions by public authorities, strikes, cost-increasing circumstances, or comparable events beyond Finja Bemix AB's control that could not reasonably have been foreseen shall constitute force majeure. In such cases, Finja Bemix AB shall be released from its obligations to perform the concluded agreements.

11. Product Liability

- 11.1. The Buyer is solely responsible for the choice of product. The Seller reserves the right to modify the product range and to substitute raw materials used in its products.

12. Miscellaneous

- 12.1. Finja Bemix AB reserves the right to amend these terms and conditions during an agreement period. The most recently updated and valid version is always available at www.bemix.se