

General Sales condition

1. Scope

General sales conditions apply to all business between LOC import & trading AB (hereinafter described as the seller) and the customer (hereinafter described as the customer or the buyer) unless otherwise stated in writing under another agreement.

2. Offers and enquiries

2.1 Offers and enquiries are not binding.

2.2 General sales conditions shall be attached together with the offer.

2.3 If the customer accepts our offer, they also accept our general sales conditions.

2.4 If the customer accepts our offer, they also accept a credit check procedure.

2.5 With obvious misprint in an offer, the seller has the right to annul the complete offer.

3. Orders & Order confirmation

After the customer have placed an order, shall they receive an order receipt from the seller with the estimated delivery time. As soon as the order is confirmed by the seller's subcontractor, an updated order confirmation shall be sent which include the new delivery time. At this time, the deal becomes binding.

4. Price

Product price shall be clearly stated in the submitted offer together with any additional costs such as shipping, extras or clauses.

5. Course subject

In business where the seller is exposed to currency fluctuations, the seller has the right to put course subject. This shall be clearly stated on the offer together with the rate the quotation is based on. At the time of invoicing, the price is converted to the current exchange rate according to SEB's currency indices.

6. Terms of delivery

6.1 Terms of delivery shall be clearly stated in the offer.

6.2 Delivery time is always preliminary.

6.3 The seller reserves the right not to be liable for any delivery delays that arise due to factors which the seller cannot afford. If delivery is delayed for more than 6 weeks and the seller cannot afford it, the customer is entitled to cancel the purchase.

7. Terms of payment

7.1 Unless otherwise stated in the quotation, 30 days apply from the invoice date.

7.2 The seller is entitled to invoice the customer as from the day the goods leave the sender.

7.3 The seller is entitled to transfer the claim on the customers to a third party. This without prior notice to the customer.

7.4 In the case of delayed payment from the customer, the seller is entitled to charge 15% delay interest on the outstanding amount.

8. The right to cancel placed order

8.1 The seller has the right to cancel a placed order if factors that the seller cannot overcome occurs and when it's no longer possible to fulfil the business agreement.

8.2 The seller is entitled to cancel a placed order if information about any risk of insolvency or actual insolvency concerning the buyer arise.

8.3 If the customer wishes to cancel a placed order which is not covered by section 6.3, the possibility shall be investigated and possibly offered unless the seller or the sellers subcontractor can suffer significant economic damage.

9. Complaint

9.1 Any complaints must be communicated in writing to the seller no later than 7 days after receipt of the goods to be considered valid.

9.2 In the event of a complaint from a transport damage, the buyer must ensure that the transport note is marked and sign by the carrier (driver) to be considered valid. Also, photos shall be taken to document the damage before unloading.

9.3 Goods considered to be subject of complaint must immediately be placed separately from other materials and be clearly labelled as complaint goods.

9.4 Goods considered to be subject of complaint shall be allowed to be inspected by the seller and the seller's subcontractor.

9.5 An approved complaint is credited to the customer and complained material is handled according to agreement.

10. Responsibility for products & advice

10.1 The seller reserves the right not to be liable for any damage caused by the sellers products to third parties.

10.2 In the event that the seller gives advice according to experience and best ability, and where the advice does not constitute an invoiced cost to the buyer, the seller reserve the right not to be liable for any damage caused by these advice.

11. Other

11.1 Should any of the items listed in these terms of sale be wholly or partly deemed to violate other Swedish laws, unrelated items in these terms of sale shall be deemed to remain valid in full.

11.2 Any insolvent dispute between seller and buyer and directly related to these terms of sales shall be settled in Swedish court of law.

12. Data protection (GDPR)

12.1 In cases where it is required and/or necessary, the seller owns the right to save and handle personal data to complete the agreement.

12.2 The buyer is always entitled to contact the seller to provide information about the personal data stored. Also entitled to request change or deletion of personal data unless it violates other Swedish laws.

12.3 More information about data protection is to be found in our data protection and integrity policy which you find on our website www.locit.se