

Terms and Conditions of Sale and Delivery – Flux AB

1. General

These Terms and Conditions of Sale and Delivery apply to all deliveries from Flux AB ("Flux") unless otherwise agreed in writing. By placing an order, the customer accepts these terms.

Flux applies, where applicable, ALEM 09 (General Conditions for the Supply of Electrical Equipment), with the following additions and clarifications. In the event of any conflict between these terms and ALEM 09, these terms shall prevail.

2. Orders and Agreement

The buyer's order shall only be binding upon Flux once confirmed in writing through an order acknowledgment.

Quotations issued by Flux are valid for 30 days from the date of issue unless otherwise stated.

Flux reserves the right to make changes to design, construction, and specifications without prior notice, provided that such changes do not materially affect the functionality of the product.

3. Prices

All prices are stated in SEK and exclude VAT, environmental fees, freight, and packaging unless otherwise specified.

4. Payment

Payment shall be made within 30 days net from the invoice date, subject to approved credit.

In the event of late payment, interest will be charged in accordance with the Swedish Interest Act (räntelagen) or as otherwise agreed.

Flux reserves the right to require advance payment or security if there is reasonable cause to believe that the buyer may not fulfill its payment obligations.

5. Delivery and Freight

Unless otherwise agreed, delivery shall be made Ex Works (Incoterms) from Flux's warehouse.

Delivery times stated in the order acknowledgment are estimates unless otherwise expressly agreed.

Delivery time shall be extended to a reasonable extent if:

- the buyer fails to fulfill its obligations in due time

- the buyer requests changes
- force majeure or other circumstances beyond Flux's control arise

Flux shall not be liable for delays caused by carriers or other third parties.

6. Customized Products

Products that deviate from standard design and are adapted to the customer's specific requirements shall be considered customized products.

For orders of fewer than ten (10) customized products, a project fee of SEK 5,000 will be charged to cover engineering and administrative costs.

As these products are manufactured specifically for each order, they are non-returnable.

In the event of cancellation, costs may be charged depending on the stage of production, up to 100% of the order value.

7. Order Cancellation

For cancellation of orders concerning standard products:

- Within 10 working days: 20% of the net order value will be charged
- After 10 working days: 30% of the net order value will be charged

For cancellation of orders concerning customized products, street lighting fixtures, lighting poles, and foundations:

- Within 10 working days: 50% of the net order value will be charged
- After 10 working days: 100% of the net order value will be charged

Products with article numbers consisting of a seven-digit serial number are always considered customized.

Cancellations must be made in writing and are only valid once confirmed by Flux.

8. Warranty

Flux shall be liable for defects in delivered products in accordance with ALEM 09 where applicable.

Where ALEM 09 does not apply, Flux provides a warranty of five (5) years from the date of delivery.

The warranty is valid provided that:

- the product has been installed in accordance with Flux's instructions

- the product has been used for its intended purpose
- proper service and maintenance have been performed
- full payment has been made

The warranty does not cover:

- normal wear and tear or consumable parts
 - defects caused by incorrect installation, use, or maintenance
 - modifications without Flux's approval
 - external factors such as power surges, lightning, or vandalism
 - costs for dismantling, reinstallation, downtime, or other consequential losses
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9. Returns

We aim to make the return process as smooth as possible.

Returns due to defects or other circumstances for which Flux is responsible will be handled at no cost to the customer.

For other returns, prior approval from Flux is required. Please contact us to initiate the process and obtain a return authorization number.

The following conditions apply:

- Returns must be made within 30 days from the delivery date
- Only standard stock products are accepted
- Products must be unused and in original, unopened packaging
- Returns must be clearly marked with the assigned return number

For approved returns, a restocking fee of at least 30% of the product value may apply.

The customer is responsible for return freight and bears the risk for the goods until received and approved by Flux.

Returns without prior approval cannot be processed and will be returned to the sender.

10. Claims

Claims regarding defects must be submitted in writing without undue delay after the defect has been discovered.

Transport damage must be documented and reported to the carrier without undue delay, and no later than seven (7) days from receipt of the goods.

Flux reserves the right to inspect and determine the validity of any claim and to remedy defects by repair, replacement, or credit.

Upon approval of a claim by Flux, reasonable costs incurred by the customer in connection with corrective actions will be reimbursed. No compensation will be provided for actions taken without Flux's prior written approval.

No additional compensation will be granted for difficult access installations (e.g., installation height above 3 meters or restricted access) or for labor costs outside normal working hours (07:00–17:00 on weekdays).

11. Retention of Title

The goods shall remain the property of Flux until full payment has been received.

12. Limitation of Liability

Flux's liability is limited to the invoiced value of the relevant delivery.

Flux shall not be liable for indirect or consequential damages, including but not limited to loss of production, loss of profit, downtime costs, or claims from third parties.

13. Force Majeure

Flux shall be exempt from liability for failure to perform its obligations if such failure is due to circumstances beyond its control, including but not limited to labor disputes, war, natural disasters, shortage of raw materials, or transport disruptions.

14. Governing Law and Disputes

These terms shall be governed by Swedish law.

Any disputes shall be settled by Swedish courts unless otherwise agreed.

15. Amendments

Flux reserves the right to amend these terms without prior notice.