

Terms and Conditions of Sale and Delivery – Flux AB (Export)

1. General

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

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, duties, taxes, environmental fees, freight, and packaging unless otherwise specified.

4. Payment

For export orders, **advance payment is required**, unless otherwise agreed in writing.

Flux reserves the right to require full or partial prepayment or other security if deemed necessary.

5. Delivery and Freight

Unless otherwise agreed, delivery shall be made **Ex Works (EXW) (Incoterms® 2020)** from Flux's warehouse in Täby, Sweden.

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.

Customized products are manufactured specifically for each order and are therefore **non-cancellable and non-returnable**, except as otherwise agreed.

In the event of cancellation, Flux reserves the right to charge up to 100% of the order value depending on the stage of production.

7. Order Cancellation

For standard products:

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

For customized products, street lighting fixtures, lighting poles, and foundations:

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

Cancellations must be made in writing and are only valid upon written confirmation by Flux.

8. Warranty

8.1 Scope and Duration

All products supplied for installation outside Sweden are covered by a **two (2) year warranty** from the invoice date, unless otherwise agreed.

8.2 Coverage

The warranty covers defects caused by:

- material failure
- manufacturing defects
- abnormal failure rates relative to technical specifications

8.3 Conditions

The warranty applies provided that:

- products are installed and maintained in accordance with Flux instructions
- products are used within specified operating conditions
- proper maintenance is performed by qualified personnel
- full payment has been made

8.4 Exclusions

The warranty does not cover:

- improper use, incorrect installation, or lack of maintenance
- voltage fluctuations, power surges, or electrical disturbances
- corrosive or chemically aggressive environments
- environmental conditions outside specified limits
- modifications without Flux approval
- normal wear and consumable components
- costs for transport, dismantling, reinstallation, or downtime

8.5 Claims Procedure

Claims must be submitted in writing and include:

- product identification and invoice details
- installation date and operating conditions
- description of the defect
- supporting photos

Flux reserves the right to inspect returned products. Transport and dismantling costs are borne by the customer.

8.6 Remedy

Flux may, at its sole discretion:

- repair
- replace
- or refund the defective product

If replacement is not possible, a similar product or refund may be offered.

8.7 Additional Product Commitment

For luminaires manufactured by Flux, availability of identical products is guaranteed for five (5) years after delivery.

For distributed products, Flux guarantees supply of identical or equivalent products within the same period or will refund the purchase price.

9. Returns

For export deliveries, **no returns are accepted**, except in cases where Flux has explicitly approved a return due to verified defects.

10. Claims

Defects must be reported in writing without undue delay.

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 determine the validity of claims and to remedy defects by repair, replacement, or credit.

No compensation is provided for costs incurred without prior written approval from Flux.

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
 - third-party claims
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13. Force Majeure

Flux shall not be liable for failure to perform its obligations due to circumstances beyond its control, including but not limited to:

- labor disputes
 - war
 - natural disasters
 - shortage of materials
 - transport disruptions
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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. Storage Costs

If the customer delays delivery, Flux reserves the right to charge storage costs of **2% of the net order value per week**, up to a maximum of 10%.

16. Amendments

Flux reserves the right to amend these terms. Such amendments shall apply to future orders.