

KRUSMAN GENERAL TERMS & CONDITIONS

1. Application

These general terms and conditions ("Terms") shall apply to all deliveries of products from Krusman Nödduschar AB ("Krusman"), unless otherwise expressly agreed in writing. The terms and conditions constitute an integral part of and supplement all agreements between the parties.

2. Definitions

"Product" refers to the goods delivered by Krusman, including associated documentation and components.

Products are divided into the following categories:

>Mechanical products: Products without electrical or active components

>Electrical components: Separate electrical or control components

>System products: Integrated solutions where mechanical and electrical components are delivered as a unit.

Krusman has the exclusive right to classify a Product as above.

3. Product information and documentation

Product information, specifications and technical documentation are binding only to the extent that they are expressly stated in the agreement.

Krusman shall provide such documentation as is reasonably required for the installation, operation and maintenance of the Product.

Customer-specific project documentation is only offered upon special request and is not included in the standard delivery. Such documentation is charged separately as agreed.

All documentation provided by Krusman remains the property of Krusman and may not be copied, forwarded or used for any purpose other than that for which it was intended without written consent.

4. Delivery and risk

Delivery shall be made in accordance with the agreed Incoterms®. The risk for the Product passes in accordance with the selected delivery clause. The delivery time is stated in Krusman's order acknowledgement.

5. Payment

Payment shall be made in accordance with the agreed payment terms, unless otherwise agreed, within 30 days from the invoice date.

In the event of delay, Krusman is entitled to charge default interest according to law.

6. Delay

A party who fears that the agreed delivery time cannot be met must notify the other party without delay. The buyer is only entitled to a penalty if this has been expressly agreed and is stated in Krusman's written order acknowledgement. In addition to what is expressly stated above, any claim by the buyer resulting from delay is excluded.

7. Complaints

The buyer must complain about defects in writing without undue delay after the defect has been discovered or should have been discovered. Complaints must contain a clear description of the nature and extent of the defect. Visible defects must be reported before installation or commissioning.

8. Liability for defects

Krusman is liable for defects in Products that are due to defects in materials or manufacturing.

8.1. Mechanical products: Warranty period: up to 24 months from delivery.

8.2. Electrical components: Warranty period: up to 12 months from delivery.

8.3. System products: Warranty period: up to 12 months from delivery, with responsibility for the function of the Product as a whole.

9. Remedy of defects

Krusman shall, at its own discretion, remedy defects by repairing or replacing the defective Product. Remediation shall be carried out within a reasonable time, taking into account the nature of the defect. The Buyer shall provide Krusman with access to the Product to the extent required for remediation. The Buyer shall give Krusman the opportunity to remedy the defect before any action is taken. The Buyer shall not be entitled to remedy the defect itself or through a third party without Krusman's prior written approval.

Exceptions only apply in emergency situations where immediate action is necessary to prevent further damage. In such cases, Krusman must be notified without delay.

If Krusman, after a written complaint and after having been given the opportunity to remedy the defect, does not take action within a reasonable time, the buyer has the right, after written notice, to remedy the defect himself or to engage a third party.

In such a case, the Buyer is entitled to compensation for reasonable, verified and proportionate costs. Compensation will not be paid if the Buyer has taken measures contrary to the above. Compensation shall under no circumstances exceed the value of the defective Product.

10. Exclusion from liability

Krusman is not liable for errors caused by:

- >incorrect installation
- >incorrect use
- >lack of maintenance
- >normal wear and tear
- >changes without Krusman's approval

11. Limitation of Liability

Krusman is in no event liable for indirect damages, such as but not limited to loss of production, loss of profit or other consequential damages.

Krusman's total liability under or in connection with the delivery is limited to the value of the delivered Product. In addition to what is expressly stated in clause 9, the buyer is not entitled to any other compensation, indemnity or penalty, regardless of legal basis, as a result of defects in the Product. All such claims are expressly and finally excluded.

12. Returns

Returns require Krusman's prior approval. Returns must be made in accordance with Krusman's current return guidelines. Krusman reserves the right to refuse returns that do not comply with these guidelines.

Returns may be subject to a fee.

13. Force majeure

A party is exempt from liability for failure to fulfill its obligations if this is due to circumstances beyond the party's control.

14. Applicable law and dispute

Applicable law and dispute resolution shall be determined in accordance with the parties' separate agreement.

15. Validity

These Terms and Conditions are valid until further notice and may be amended by Krusman.

All prices listed will remain valid according to the offer's validity period. We reserve the right to revise prices if the project time between order date and delivery date exceeds 6 months.

16. Environmental

Krusman is fully aware of its environmental & social responsibilities and is committed to preventing pollution and continued improvement towards the environment. An environmental management system accredited by the Swedish Standards Institution to SS-EN ISO 14001:2015 is in place and this ensures that environmental objectives and targets reviewed on a regular basis.

17. Quality assurance

In September 2017 Krusman Safety Showers was accredited with the new quality standard SS-EN 9001:2015. Our continued commitment to quality has enabled us to revise this registration in accordance with the above standard.

All Krusman Emergency showers & eye washes are manufactured in accordance with the latest versions of both the EN15154 & ANSI Z358.1 latest editions, unless otherwise stated.

18. Technical support

Our team of technical advisors is on hand at all times, both before and after sales, to answer all customer queries. Krusman has trained engineers to conduct the services of showers at site.

19. Spares

Spare parts are available on an ex-stock basis and are available for immediate despatch with delivery in Europe within 48 hours. (Outside Europe delivery is normally within one week). Spare parts for products that are customized have to be reconfirmed.

20. Information required for VAT exemption on export orders

If transport is provided by the customer or customers agent:

>For export orders where goods are delivered within the EU, customer to provide transport documents and to return quick fix document duly signed upon shipment receipt to ensure VAT exemption.

>For export orders where goods are delivered outside EU, customer to provide transport documents to ensure VAT exemption.

21. Customer response timelines

In the event of delayed customer responses critical to order progression, the company reserves the right to extend timelines accordingly. Failure to provide timely input may impact order processing and delivery schedules, with the company not held liable for resulting delays.

Any customer's review, approval or confirmation required for invoicing must be provided with 5 business days of submission. If no response is received within this timeframe, invoicing may proceed.

Supplier reserves the right to issue the invoice upon customer's first set of comments. Additional or iterative comments on revised sub -missions shall not constitute grounds to postpone invoicing.