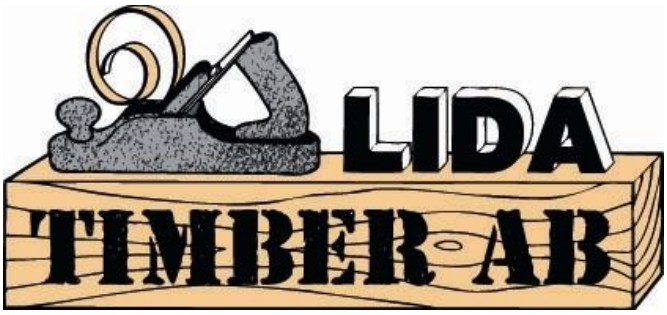

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

2026

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

The following general terms and conditions of sale and delivery ("Terms") apply to the sale and delivery of products and services ("Goods") from Lida Timber AB ("Seller") to corporate customers ("Buyer").

The agreement for the Seller's sale and delivery of Goods to the Buyer consists of the Terms and Conditions as well as the Seller's offer and order acknowledgement (the "Agreement"). To the extent that the Terms are not affected, Svea 2015 also applies. The contract documents complement each other. In the event of conflict, the documents shall apply in the following order, unless the circumstances clearly require otherwise:

a) General terms and conditions of sale and delivery
b) Quotation and order acknowledgement
c) Svea 2015

Amendments and additions to the Agreement are only valid if the parties have agreed to the changes in writing.

1. QUOTATION AND ORDER ACKNOWLEDGEMENT

The validity period of the offer is stated in the quote. An order is only binding for the Seller when the Seller has provided written acknowledgement of the order. This applies regardless of whether the Buyer has placed the order orally or in writing.

Order acknowledgement will be sent to the Buyer's e-mail address, or if there is no such address, by post. The order acknowledgement contains information about Goods, price, delivery time, billing and delivery address and any certification. The colour system and any colour must be approved and confirmed by the Buyer when the order acknowledgement is sent. Should any information not correct or missing, the Buyer shall contact the Seller without delay for correction/completion. Otherwise, the purchase is considered to have been made on the terms stated in the order acknowledgement.

2. PRICES

All prices are exclusive of VAT and delivery costs. VAT and delivery costs (in cases where the Seller arranges shipping to the specified location) are added to the price in connection with final invoicing.

Price information provided by the Seller is only indicative selling price and not binding on the Seller. The seller can make price changes at any time. The Seller shall contact the Buyer of any changes.

3. DELIVERY

The terms of delivery are the latest version of the Incoterms, unless otherwise agreed. Unless otherwise stated in the quotation or order acknowledgement, delivery is carried out according to FCA (Free Carrier, at the carrier with the specified location). Delivery time is stated in the order acknowledgement.

4. RESPONSIBILITY IN CASE OF DELAY

A party shall notify the other party without delay of any delays, thereby stating when delivery or receiving may take place.

If the Seller does not deliver the goods within 14 days from the agreed time and this delay is solely due to the Seller, the Buyer has the right to cancel the purchase. If the delay relates to Goods manufactured or acquired specifically for the Buyer according to his instructions or wishes, the Buyer is only entitled to cancel the purchase if the purpose of the purchase is essentially forfeited by the delay, and this has been made clear to the Seller in writing at the conclusion of the agreement.

The seller is not responsible for direct or indirect losses arising from any delays. The buyer is not entitled to a penalty payment in case of delayed delivery.

If the Buyer does not collect the goods at the agreed time and/or otherwise delays receiving of the Goods and this delay is solely due to the Buyer, payment for the Goods shall

be made as if collection or receiving had taken place in accordance with the agreement.

5. GOODS RECEPTION AND STORAGE

The Buyer shall immediately make a reconciliation with the delivery note and a thorough acceptance check when the Goods have been delivered in accordance with the Agreement to check the conformity of the Goods with the agreed quantity and quality as well as its condition.

It is the Buyer's responsibility to ensure that unloading and storage of the Goods is carried out responsibly. The goods must be stored flat, stably and with about 10 cm clearance from the ground surface. The goods must be stored on a dry surface. The transport plastic may be damaged during transport and handling and must therefore be checked and replaced if necessary, so that the Goods are not exposed to direct sunlight, moisture, rain or other types of pollution.

6. DEVIATIONS IN ORDERED AND DELIVERED QUANTITY

The Seller sells Goods based on customer-specific orders. The goods are taken from stock or specially produced in accordance with the Buyer's request/order. Unless otherwise agreed in writing, the Goods may be delivered with up to ten (10) percent extra number of running meters. The number of extra running meters is based on the size of the order and kept as low as possible. In the production of quantities below 1,000 (thousand) running meters, overproduction may exceed ten (10) percent. The invoice amount refers to the actual quantity of Goods delivered.

7. RIGHT OF COMPLAINT

If the Buyer discovers a defect that the Buyer wishes to invoke, this must be notified to the Seller in writing no later than fourteen (14) days after the day the Goods have been delivered.

8. LIABILITY

The Seller can only be held liable for personal injury caused by the delivered Goods if it is documented that the damage is due to gross negligence on the part of the Seller. The Seller shall not be liable for indirect or consequential damages, including, but not limited to, damage to immovable property, movables belonging to the Buyer, downtime, loss of profits or other indirect losses caused by delivered Goods.

9. SELLER'S RESPONSIBILITY FOR DEFECTS

Wood products are a living material. Therefore, there may be minor differences between the same types of goods in, for example, structure and shades. For some Goods, such as painted or stained exterior panels, there may be minor differences in hue even on the same panel due to the fact that the panel may have different texture and/or surface and thus absorb the color differently. These are normally occurring variations and should not be considered faulty.

Marks from straps, plastic strap, bindings laths or bolster (truck beddings) may appear on the delivered item and are not to be considered as faults.

The Seller undertakes to rectify defects due to defects in materials or workmanship or replace the complained Goods for a period of not more than three (3) months from the date of delivery, provided that a complaint has been made in due time. However, the buyer must not have tampered with, processed or assembled the goods.

The planed wood products are produced according to Swedish Wood Trade Sorting. For any dimensional deviations for planed timber products, tolerance requirements SS-EN 336 apply. These are: Thickness and width up to and including 100mm = - 1,0mm to +1,0mm and Thickness and width over 100mm = - 1,5mm to +1,5mm.

It is the Buyer's obligation to inform the Seller in connection with procurement if any other requirement applies to the Product(s) in question.

The Seller is not responsibility for damage to Goods that can be attributed to non-compliance with installation and maintenance instructions according to Swedish Wood (www.svenskttra.se), or general malpractice

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of the Goods. If the Goods are defective at the time of delivery, the Seller's responsibility is limited to the delivery of the corresponding, error-free Goods. The Seller is not responsible for the costs of dismantling and assembly of the Goods.

If the Seller offers a replacement item, the Buyer cannot cancel the purchase of the Item. If the Seller does not offer new delivery, or the delivery is not completed within a reasonable time or in accordance with an agreement with the Buyer, the Buyer has the right to cancel the agreement. The Buyer has no other rights in connection with incorrect or defects in Goods other than those expressly stated in this section.

10. FIRE-RETARDANT PAINTED PRODUCTS FOR EXTERNAL USE

The seller produces goods against customer-specific orders. This production takes place under controlled conditions for current certification/quality assurance. The Buyer must familiarize himself with the Product's current documentation for FDU (storage, operation and maintenance) and assembly instructions and forward the information to the end customer.

11. GUARANTEES

The seller has a number of certifications that assure the quality of controlled production. These certificates can be found on the Seller's website https://lidatimber.se/. The seller is certified for CMP (certified-painted-panel) which gives a 10-year warranty on these products as well as for fire-retardant painted panels according to Teknos RF Farcade. The seller is approved by the Swedish Board of Agriculture for trade and labelling of timber products according to KD 56°/30 and ISPM 15. The seller is part of a group certification for trade and production with chain of custody certification for wood products according to PEFC's and FSC's® current rules.

The seller's warranty does not cover normal wear and tear or defects resulting from improper use or maintenance. Warranty only applies if the product has been used in accordance with the instructions and recommendations stated by the Seller and installation and maintenance instructions according to Swedish wood (www.svenskttra.se).

12. RETURNS AND CANCELLATIONS

The buyer must notify the seller when an item is to be returned, only then can the seller receive the item.

Items that are incorrectly delivered by the seller compared to the order acknowledgement will be returned. Unless otherwise agreed, the seller takes care of freight and shipping costs. If goods are returned at the buyer's responsibility, the buyer is responsible for freight and additional costs.

Specially manufactured customer-unique goods where the seller has not deviated from order acknowledgement do not have a right of return.

In the event of cancellation of an order or cancellation of goods that are in production or produced for delivery, the Buyer shall compensate the Seller for the costs of the cancelled goods.

Processed material in unopened packaging and in undamaged condition will be credited with the full purchase amount.

13. PAYMENT TERMS AND DELAYED/NON-PAYMENT

Payment is made against invoice and shall be paid by the Buyer no later than thirty (30) days after the invoice exhibition date, unless otherwise agreed. In the event of late payment, the Seller has the right to charge interest on late payment of eight (8) percentage points and a reminder fee.

The seller has the right to demand advance payment, depending on the nature of the order.

The seller reserves ownership of the sold goods and has the right to repossess the goods until the full purchase price, plus any interest, is paid. The buyer is obliged to take care of delivered goods, including storing them properly and insuring them against fire and theft at full value. The seller has the right to inspect the goods at any time. The Buyer is responsible to the Seller for any damage that may have been caused to the delivered goods.

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If the Buyer does not pay the purchase price on time, the Seller is not obliged to carry out the delivery / further deliveries. The Seller is then entitled to terminate or maintain the agreement with the Buyer of its choice and demand compensation for any losses.

14. RELATIONSHIP WITH END CUSTOMERS

The Seller is responsible for ensuring that the Goods sold are of high quality and meet the requirements set by applicable laws and regulations. The Buyer is responsible for informing its customers about the function, use and maintenance of the Goods, as well as for handling any customer complaints and repurchases. The Seller disclaims responsible for damages or losses arising because of improper use of the product by the Buyer or end customer.

Communication and discussions regarding the Agreement and the Goods shall take place between the Seller and the Buyer.

15. EXEMPTION GROUNDS (FORCE MAJEURE)

The seller accepts no liability for delays/errors due to circumstances beyond the company's reasonable control (Force Majeure event). A Force Majeure event can be, for example, pandemic, strike, labor dispute, fire, fire, flood, riot, government decision or regulation or terrorism.

If such an event occurs, the Seller undertakes to immediately inform the Buyer of the event and take reasonable steps to remove or overcome the obstacle to the performance of an agreement with the Buyer. Should a Force Majeure Event last for more than three (3) months, both parties have the right to terminate the Agreement with immediate effect.

If, as a result of a Force Majeure event, a party is only partially prevented from fulfilling its obligation, the obligation shall be fulfilled in the agreed manner to the extent that it has not been affected by a Force Majeure event.

16. DISPUTE RESOLUTION

Disputes between the parties shall primarily be resolved through negotiations between the parties.

If the parties do not agree on their own, disputes arising from this agreement shall be referred to mediation and/or arbitration in accordance with the West Sweden Chamber of Commerce's Board of Trustees' rules on mediation and arbitration. The seat of arbitration shall be Gothenburg. The procedure shall be held in Swedish. Swedish law shall apply to the dispute.

If the principal amount of the subject matter of the dispute is less than one million SEK (1,000,000), the dispute shall instead be settled in a general court.

17. ENVIRONMENTAL

As a consumer of sawn timber and with processed industry, the seller must work to ensure that the business is conducted in as gentle a way as possible, for the environment and for the employees. The Seller's environmental policy and environmental certificate can be found on the Seller's website https://lidatimber.se/miljopolicy/.

18. PROCESSING OF PERSONAL DATA

The seller processes personal data in accordance with the General Data Protection Regulation and applicable legislation. Information on the handling of personal data can be found in the Seller's data protection policy on the Seller's website https://lidatimber.se/.