

Customer Terms and Conditions

1. General Terms and Conditions

The parties to the agreement are Hedin Parts and Logistics AB (“Hedin Parts”) and the company (“Customer”) specified in the application. By registering, the Customer agrees to these terms and conditions. Furthermore, the Customer confirms that all information provided during registration is accurate and true. Hedin Parts reserves the right to refuse the Customer's registration for a customer account. Additionally, Hedin Parts reserves the right to immediately terminate such a customer account, including any associated sub-accounts, and to cancel entered agreements and privileges without prior notice. The Customer shall indemnify Hedin Parts for any unauthorized use of their customer account and associated subaccounts. Hedin Parts reserves the right to make changes and additions to these terms and conditions. Any changes to the terms will be shown during the order process.

Credit Check

Hedin Parts reserves the right to conduct a credit check.

2. Processing of Personal Data

Hedin Parts is the data controller for the personal data provided by the Customer during the registration of a customer account. Personal data is processed in accordance with GDPR regulations. By accepting these terms, the Customer consents to Hedin Parts and its partners, within or outside the EEA, storing and using personal data. The Customer has the right to access the information Hedin Parts holds about them and how it is used. Furthermore, the Customer may request corrections or deletion of any inaccurate, incomplete, or irrelevant information. The Customer also has the right to withdraw consent for certain data processing activities. For more information on how Hedin Parts processes the Customer's personal data, or to amend or withdraw consent, the Customer can contact Hedin Parts at the address below.

Data Controller:

Hedin Parts and Logistics AB
Flättnaleden 1, 611 45 Nyköping, Sweden
Phone: +46 (0)155 24 40 00
Email: info@hedinparts.com

Head office: Nyköping
VAT.no: 556602-9277

3. Copyright

Information on Hedin Parts websites, including but not limited to images, sounds, and texts, is considered intellectual property belonging to Hedin Parts and its partners. None

of the content on the websites may be copied, reproduced, modified, transmitted, transferred, stored, or otherwise used without written permission from Hedin Parts.

4. Limitation of Liability

Hedin Parts shall not be held liable for any direct or indirect damages caused to the Customer. Hedin Parts shall therefore also not be liable for any consequential damages resulting from the provision of incorrect or insufficient information to the Customer, regardless of the form or content of such information. Hedin Parts shall also not be held liable for any damages caused to the Customer through their use of, or access to, any third-party websites, services, or content.

Purchasing Terms and Conditions

1. General Purchase Terms

These terms and conditions, as they are at the time of ordering, govern the current purchase between Hedin Parts and Logistics AB (“Hedin Parts”) and the “Customer,” collectively referred to as the “Parties.” The term Customer refers to the company using the customer account for the purchase, making it the purchasing party in this agreement with Hedin Parts. By making the purchase, the Customer agrees to these terms and conditions. Hedin Parts reserves the right to refuse the Customer’s purchase. All offers are valid while stocks last. Hedin Parts reserves the right for typographical or printing errors. Hedin Parts also reserves the right to make changes to these terms. Any changes to the terms will take effect 30 days after they have been published on the website.

2. Payment Terms

Payment must be made according to the payment method selected on the website. After the purchase is made, a purchase confirmation will be sent to the Customer’s provided email address. Payment must be made in accordance with the payment terms outlined in the invoice in the case of invoiced purchases. Ownership of the product transfers to the Customer once full payment has been made. Hedin Parts reserves the right to reclaim the products until full payment is received. All prices are subject to VAT and any applicable taxes or fees. Hedin Parts is responsible for the payment of shipping costs, which may be partially passed on to the Customer depending on the chosen shipping method at the time of order. In case of payment delay, Hedin Parts has the right to charge the Customer default interest according to the Interest Act.

3. Delivery Terms

Products will be delivered in accordance with [Incoterms 2020, DDP, Customer's delivery address] and the shipping option chosen at the time of purchase. If a delay in delivery is expected, Hedin Parts will inform the Customer of the delay. Hedin Parts reserves the right to cancel the purchase in cases such as: the product has been discontinued, production cannot meet demand, deliveries to production are insufficient, or if the production or delivery of products to the Customer is otherwise hindered, delayed, or made more costly. Furthermore, Hedin Parts reserves the right to cancel the purchase in cases such as: suspected or actual breach of contract, misuse, exceeding authority, or unauthorized use of the Customer’s account or ordering service

4. Return Policy

The Customer has a 30-day free return policy, starting from the receipt of the product. The return request must be registered by the Customer in the Hedin Parts WRC module. Hedin Parts will pay for the return shipping if the Customer returns the product in accordance with the return instructions provided by Hedin Parts. To be accepted, the product must be returned in its original, unused condition, including packaging and manuals, in a resalable condition. The return document for the specific case must be printed from the WRC module and included with the return. The return must be sent back to Hedin Parts within 30 days from the date the return was registered. Hedin Parts does not accept returns of

hazardous materials, custom-made products, or special order items. If the return is not approved, the product will be scrapped, and the Customer will not receive a credit.

5. Product Warranty

Hedin Parts provides a 36-month warranty on sold products. The warranty period begins on the day the product is resold by the Customer to a third party. The warranty applies only to defects arising from original shortcomings in products purchased from Hedin Parts and paid for by the Customer. Defects caused by circumstances occurring after the receipt of the product are not covered by the warranty. The warranty does not cover damage caused by mishandling, competition use, or other intensive usage, incorrect installation, storage, or normal wear and tear. Consumables/products are not covered by the warranty. The warranty entitles the Customer to compensation for the price paid for the product. In cases where it is more economical for Hedin Parts for the Customer to repair a defective product rather than replace it, the Customer will be reimbursed for such repair. The replaced product will not be covered by a new warranty period. Only the remaining time for the defective product will be covered. Warranty claims should not include VAT. The warranty does not cover damage caused during transportation, damaged spare parts upon unpacking, or missing product deliveries. Such claims are addressed under Section 6 below.

5.1 Case Management

A warranty claim must be submitted to Hedin Parts within 3 months from the date the Customer became aware of the warranty issue. No Products should be returned under the warranty unless this has been approved in writing by Hedin Parts. Hedin Parts reserves the right to request the return of replaced products for inspection. Hedin Parts has the right to collect information about warranty claims and/or products to determine the cause of the fault or to initiate a review and/or inspection. Credit for warranty claims is processed continuously. A credit note will be sent to the email address registered by the Customer with Hedin Parts. The warranty claim form will be returned to the Customer via email along with comments from Hedin Parts and/or an order number that will serve as a reference for the credit note. Replaced products not requested for return by Hedin Parts should be stored and made available for inspection by Hedin Parts staff at the Customer's warehouse for 3 months from the date the warranty claim was made. If inspected products are found to be defect-free or not handled correctly according to the given instructions, or if the product is unavailable for inspection, Hedin Parts reserves the right to reduce or re-invoice already paid compensation.

6. Claims

To file a claim for a defect in a product or another failure of the order, the claim must be made through the WRC module within 30 days from receiving the products. If the Customer does not make a claim within this period, the Customer waives any claims regarding the affected products. Claims can only be made for damaged or defective products that have not been assembled. Products are considered defective if parts are missing or if the delivered quantity or type of product differs from the order. If the claim is accepted, this does not mean the product must be returned unless explicitly requested by

Hedin Parts. If return is approved, Hedin Parts will pay for the shipping, provided the Customer follows the return instructions. The products must be returned in the same condition as received, including packaging and all parts. The return document from the WRC module must be printed and included with the return. The return must be sent back to Hedin Parts within 30 days from the date the return was registered. If the inspected products are found to be defect-free or if they have been handled incorrectly according to the given instructions, Hedin Parts reserves the right to reduce or charge back any compensation previously paid. If the claim is rejected, the Customer will be informed through the WRC module. If the Customer does not receive any information from Hedin Parts within a month of the claim being accepted, the product may be scrapped.

7. Miscellaneous

Claims regarding return and claim rights and complaints must be made in accordance with the conditions outlined above.

7.1 Limitation of Liability

Hedin Parts shall not be held liable, nor required to compensate, or otherwise be held responsible by the Customer. Hedin Parts will not be liable for consequential damages due to incorrect or insufficient information provided to the Customer or others, regardless of the content or form of the information. Hedin Parts is also not responsible for delayed or missed deliveries except as allowed above. In cases where the limitation of liability is deemed to conflict with the law, liability shall be limited to direct damage caused by intent or gross negligence by Hedin Parts. Hedin Parts' liability shall not exceed the value of the delivered product as per these terms and conditions. In cases where the limitation of liability conflicts with the law, liability shall be limited to the amount invoiced to the Customer during the previous calendar year. Any claim for damages against Hedin Parts must be made within one month from the occurrence of the event giving rise to the claim.

7.2 Force Majeure

Hedin Parts will make all reasonable efforts to fulfil orders from the Customer that Hedin Parts has accepted, but is not responsible for any failure or delay in delivering products according to an approved order if the delay or failure is caused, in whole or in part, by lack of materials, labour, transport or infrastructure services, or by labour conflicts or production difficulties in Hedin Parts' or its suppliers' factories, or for any reason beyond the control of Hedin Parts. If Hedin Parts is not exempt from liability under this article, the limitation of liability in section 7.1 shall apply.

7.3 Applicable Law and Jurisdiction

This agreement is governed by Swedish law and shall be interpreted in accordance with it. In the event of a dispute between the Parties regarding their obligations under the agreement, the Parties agree to refer the matter to an independent expert appointed jointly by the Parties. The costs for such an expert will be equally shared by the Parties. If the dispute cannot be resolved by the Parties themselves or the independent expert, the matter shall be adjudicated by a public court. Notwithstanding the provisions above, either Party to this agreement has the right to seek compensation for outstanding amounts to be paid by the other Party in a court having jurisdiction over the other Party.