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Terms & Conditions

- 1. General conditions**
- 1.1 These terms and conditions shall apply to all sales and deliveries of products from Wästberg Lighting AB and are included in both Wästberg Lighting AB's quotes and order confirmations as well as in sales agreements between Wästberg Lighting AB and the customer ("Sales Agreement"). Deviating or additional terms and conditions must be accepted in writing by Wästberg Lighting AB in order to apply.
- 1.2 Wästberg Lighting AB has the right to modify, replace or discontinue any product or finishing without prior notice.
- 1.3 By placing an order the customer declares to understand and accept these terms and conditions.
- 2. Prices and payment**
- 2.1 The prices stated in Wästberg Lighting AB's price list exclude VAT and freight.
- 2.3 Payment shall be made in accordance with the terms and conditions of payment as stated on the invoice.
- 2.4 Goods will be dispatched only upon receipt of full payment from the customer unless otherwise agreed.
- 3. Orders etc.**
- 3.1 A Sales Agreement between Wästberg Lighting AB and the customer is generated through Wästberg Lighting AB's written acknowledgement of the customer's order.
- 3.2 When orders are made for goods in accordance with a customer specification, it is the responsibility of the customer to ensure that the applicable specification is complete and accurate as outlined in the order confirmation.
- 3.3 Customers may borrow sample goods for demonstration or testing purposes if the parties agree in writing. Wästberg Lighting AB will charge the customer for the sample goods. Upon return of the sample goods in its original packaging and in flawless condition, within the agreed time, the customer will be credited the amount charged after deducting the freight costs. If the sample goods are returned in deficient condition, i.e. more than normal wear and tear, the customer will be responsible for the costs of repair or new products. Wästberg Lighting AB will decide, in its sole discretion, whether a repair is sufficient or not. If the sample goods are not returned within the agreed time, the customer will not be credited the amount charged.
- 4. Delivery terms**
- 4.1 Wästberg Lighting AB will make all reasonable efforts to deliver the goods within the period stated in the order confirmation. Wästberg Lighting AB will not have any liability to the customer for any delay in delivery.
- 4.2 Ex Works (EXW), Incoterm 2010, will apply to all orders.
- 5. Defects**
- 5.1 The customer will be responsible for inspecting the goods upon delivery.
- 5.2 Any shortage or defect shall be notified in writing to Wästberg Lighting AB within five working days from the delivery date.
- 5.3 Wästberg Lighting AB's liability for defects in the products delivered shall be limited to an obligation to replace defective products with a delivery under the same terms and conditions of delivery. If the parties agree, the customer shall instead receive a reduction in price for the defective products. A product shall be considered defective if it deviates from the specifications stated in the Sales Agreement. Wästberg Lighting AB shall not be responsible for defects that are attributable to materials provided by the customer or to specifications/instructions from the customer.
- 5.4 Any claim for refund resulting from damage caused to products during transportation should be made to the forwarder.
- 6. Returns etc.**
- 6.1 Before a product is returned, approval from Wästberg Lighting AB shall be obtained by the customer. Wästberg Lighting AB will provide the customer with a return item number (the "Return Item Number").
- 6.2 All returns shall be sent to Wästberg Lighting AB in its original packaging and be marked with the Return Item Number. If the return package lacks the Return Item Number, Wästberg Lighting AB will reject the return.
- 6.3 Returns of goods made in accordance with a customer specification are normally not accepted by Wästberg Lighting AB.
- 6.4 If returned goods claimed to be defective are subsequently found not to be defective then a restocking charge of 20% of original price on standard products and 100% on custom made products will be levied in addition to the cost of testing such goods.
- 6.5 If a return is made for other reasons than for claimed defective goods, the customer will be charged a fee of 20% of original price on standard products and 100% on custom made products. Notwithstanding what is stated above, if a returned order of standard products exceeds the normal level in Wästberg Lighting AB's warehouse, a return fee of 50% of original price will be charged. What is stated in this section 7.5 shall also apply in case the customer requests to cancel or change an acknowledged order and Wästberg Lighting AB accept such request.
- 6.6 The customer is responsible for all freight costs in case of return.
- 6.7 Approved returns must be sent by the customer to Wästberg Lighting AB's warehouse within two (2) months from receiving the Return Item Number. Otherwise the customer will not receive any credit or replacement goods, as the case may be, and the customer will lose its right to enforce any remedy applicable under these terms and conditions.
- 7. Warranty**
- 7.1 Wästberg Lighting AB gives a two (2) year warranty - valid from the invoice date - against manufacturing and material defects on all products.
- 7.2 The warranty given above will not apply in case of failure due to normal wear and tear, accidental damage or failure by the customer or any third party to adhere to Wästberg Lighting AB's instructions or written recommendations.
- 7.3 If the conditions above are fulfilled, Wästberg Lighting AB will either repair or replace the products with new fully functional products.
- 7.4 Costs related to troubleshooting, disassembly, electricians and other installation costs cannot be charged to Wästberg Lighting AB.
- 8. Governing law and disputes**
- 8.1 Swedish law shall apply to the terms and conditions and the Sales Agreement. Disputes arising in connection with the terms and conditions or the Sales Agreement shall be settled in court, with Helsingborg District Court as the court of first instance.