

BLACHERE SWEDEN

GENERAL TERMS AND CONDITIONS OF SALE

Revision date: 23-10-2025

BLACHERE SWEDEN AB

C/O Arena Sergel, Malmskillnadsgatan 36
11157 Stockholm, Sweden
T: +46 726016646 info@blachere-illumination.se
www.blachere-illumination.com/en/filiale-blachere/sweden

IBAN SE0750000000052151045706

BIC/SWIFT ESSESESS

REG. No 556841-0913

VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

CHRISTMAS. WINTER. EXPERIENCE.

1 DEFINITIONS

In these general terms and conditions of sale (the “ **Terms** ”) the following definitions apply:

“ **Agreement** ” means the written agreement regarding Products between Blachere and the Customer, based on Blachere’s written quotation and/or order confirmation , and of which these Terms form an integral part.

“ **Blachere** ” means Blachere Sweden AB and all other companies in the Blachere NL BV group.

“ **Force Majeure** ” is defined in clause 12.1.

“ **Customer** ” means any natural or legal person acting in a business activity and who enters into an Agreement with Blachere .

“ **Products** ” means all goods sold by Blachere to the Customer under the Agreement.

“ **In writing** ” means communication confirmed by authorized representatives of the parties in signed form or via [verified] email.

2 APPLICABILITY

2.1 These Terms and Conditions apply to all offers, quotations, agreements and deliveries regarding the sale of Products from Blachere , unless otherwise agreed expressly and in Writing.

2.2 Any general terms and conditions of the Customer do not form part of the Agreement. Deviations are only valid if confirmed in writing by Blachere .

3 QUOTES

3.1 All Blachere's offers and quotations are non-binding and may be revoked by Blachere at any time before the Customer has approved them in writing.

3.2 Quotes are valid for 30 days unless otherwise stated.

3.3 An agreement is concluded when Blachere issues a Written Order Confirmation or commences delivery of the Products.

4 PRICES

4.1 All prices are stated in SEK unless otherwise agreed and are stated excluding VAT, import duties, taxes, transport and insurance.

4.2 Prices are based on delivery EXW (Ex works) Blachere's specified factory/office/delivery location (INCOTERMS 2020) and current cost factors (e.g. wages, materials, purchase prices, freight, exchange rates). Blachere has the right to adjust prices if these factors change.

4.3 Annual indexation based on Statistics Sweden's (SCB) consumer price index is applied.

5 PAYMENT

5.1 Invoices must be paid within fourteen (14) days from the invoice date, unless otherwise agreed.

BLACHERE SWEDEN AB
C/O Arena Sergel, Malmskillnadsgatan 36 11157 Stockholm, Sweden
T: +46 726016646 info@blachere-illumination.se
www.blachere-illumination.com/en/filiale-blachere/sweden

IBAN SE0750000000052151045706

BIC/SWIFT ESSESESS

REG. No 556841-0913

VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

- 5.2 Payment must be made without deduction or set-off.
- 5.3 In the event of late payment, Blachere is entitled to interest on late payment in accordance with the Interest Act (1975:635) and compensation for any collection costs.

6 DELIVERY

- 6.1 by Blachere are approximate and not binding, unless otherwise expressly agreed. Blachere is not responsible for delays or non-deliveries caused by subcontractors or other circumstances beyond Blachere's control.
- 6.2 Delivery is EXW (Ex works) Blachere's specified factory/office/ delivery location (INCOTERMS 2020). The risk for the Products (for example, the risk of fire, theft or damage) passes to the Customer when the Products are collected from Blachere's specified factory/office/delivery location.
- 6.3 If the Customer does not promptly collect the Products, Blachere is entitled to receive compensation for storage.
- 6.4 Minor deviations in dimensions, color or appearance of the Products do not entitle the Customer to a price reduction or to cancel the purchase.

7 TRANSFER OF OWNERSHIP

- 7.1 Ownership of delivered Products remains with Blachere until Blachere has received full payment of all amounts due (including interest and costs) for the Products.
- 7.2 Until ownership has been transferred to the Customer, the Customer may not sell, pledge or otherwise dispose of the Products.

8 INSTALLATION AND ASSEMBLY

- 8.1 If the Customer wishes Blachere to install, assemble, dismantle and/or perform other related work regarding the Products, this shall be agreed upon separately , whereby Blachere's General Installation Terms shall apply to these services.

9 WARRANTY

- 9.1 **Products manufactured by Blachere's subcontractors** : Blachere does not provide any further warranties beyond the respective manufacturer's warranty terms. Blachere's liability is limited to asserting any claims the Customer may have against the manufacturer. Blachere also has the right to refer the Customer directly to the manufacturer or to a service workshop designated by the manufacturer for the assessment and rectification of the defect.
- 9.2 **Products manufactured by Blachere** : Blachere undertakes to remedy defects in the Product due to defects in materials or workmanship and which occur within twelve (12) months from delivery, under the Customer's normal use and in accordance with Blachere's instructions. Blachere undertakes, at its option and within a reasonable time, to repair, replace or refund the purchase price for defective Products. Blachere's liability does not extend to defects or damage caused by improper installation, use, repair or normal wear and tear.

BLACHERE SWEDEN AB

C/O Arena Sergel, Malmskillnadsgatan 36 11157 Stockholm, Sweden
T: +46 726016646 info@blachere-illumination.se
www.blachere-illumination.com/en/filiale-blachere/sweden

IBAN SE0750000000052151045706
BIC/SWIFT ESSESESS
REG. No 556841-0913
VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

10 COMPLAINT

- 10.1 The Customer shall, within twenty-four (24) hours of collection, check the delivered Products and immediately notify Blachere in Writing of any visible defects or deviations.
- 10.2 The Customer shall notify Blachere in writing of any hidden defects within twenty-one (21) days of discovery and no later than twelve (12) months after delivery.
- 10.3 Failure to report errors or deviations in time means that the Customer loses their right to take action under clause 9 and any other rights under the Agreement.

11 RESPONSIBILITY

- 11.1 Blachere's liability for delivery delays and defects in the Products is exhaustively stated in sections 6.1 and 9 respectively.
- 11.2 Blachere's liability for damages in the event of breach of contract due to negligence is limited to compensation for the Customer's direct damage or loss due to the breach of contract and under no circumstances includes indirect damage or consequential damage, such as loss of production or profit, or for loss of data.
- 11.3 Blachere's liability for damages is further limited to the total compensation paid by the Customer to Blachere for Products during the last six (6) months prior to the date of the damage.
- 11.4 Blachere's limitations of liability under this clause do not apply in the event of personal injury or if there is intent or gross negligence on Blachere's part.
- 11.5 Any claims for damages by the Customer must be made in Writing and no later than eighteen (18) months after delivery.

12 FORCE MAJEURE

- 12.1 Blachere is exempt from penalties for failure to fulfill a certain obligation under the Agreement, if the failure is due to circumstances beyond Blachere's control, including but not limited to: natural disaster, war, government decisions, risk of infection, riots, sabotage, trade embargo, strike or other labor law conflict, general shortage of energy supply, transportation or goods, or defects or delays in goods or services from Blachere's subcontractors due to Force Majeure, or equivalent circumstances (“ **Force Majeure** ”).
- 12.2 If Force Majeure lasts for more than two (2) months, Blachere has the right to terminate the Agreement without any liability to the Customer.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual property rights in the Products belong to Blachere or Blachere's subcontractors. The same applies to all designs, drawings, technical data and materials that Blachere may provide to the Customer under the Agreement. The Customer may not reproduce, share or use such materials beyond the agreed purpose.
- 13.2 If the Customer provides Blachere with intellectual property protected material, the Customer shall indemnify Blachere against all claims from third parties alleging that Blachere's use of this infringes the rights of third parties.

BLACHERE SWEDEN AB

C/O Arena Sergel, Malmskillnadsgatan 36 11157 Stockholm, Sweden
T: +46 726016646 info@blachere-illumination.se
www.blachere-illumination.com/en/filiale-blachere/sweden

IBAN SE075000000052151045706
BIC/SWIFT ESSESESS
REG. No 556841-0913
VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

14 TERMINATION

Blachere has the right to terminate the Agreement in writing with immediate effect if:

- a) The Customer breaches the Agreement and fails to remedy the breach within ten (10) days of Blachere's Written Request for Remediation;
- b) The customer is declared bankrupt, enters into composition negotiations or corporate restructuring, enters into liquidation or can otherwise reasonably be considered to have become insolvent; or
- c) the ownership or control of the Customer's business changes significantly.

15 APPLICABLE LAW AND JURISDICTION

15.1 The agreement is governed exclusively by Swedish law, excluding its conflict of law rules.

15.2 All disputes arising from the Agreement shall be referred to a Swedish general court, and in the first instance to the Stockholm District Court.

© 2025 Blachere Sweden AB All rights reserved.

BLACHERE SWEDEN AB

C/O Arena Sergel, Malmskillnadsgatan 36
11157 Stockholm, Sweden
T: +46 726016646 info@blachere-illumination.se
www.blachere-illumination.com/en/filiale-blachere/sweden

IBAN SE0750000000052151045706

BIC/SWIFT ESSESESS

REG. No 556841-0913

VAT SE556841091301

För alla våra transaktioner gäller våra leveransvillkor. Dessa skickas till er på begäran.
Våra idéer och design är upphovsrättsligt skyddade.

CHRISTMAS. WINTER. EXPERIENCE.