

BLACHERE SWEDEN

GENERAL CONDITIONS FOR INSTALLATION

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BLACHERE SWEDEN AB

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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 installation terms and conditions (the “ **Terms** ”), the following definitions apply:

“ **Agreement** ” means the written agreement regarding the sale/rental/installation of 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 8.1.

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

“ **Products** ” means all products or rental items including accessories, lighting, decorations and related materials sold or rented 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.

“ **The Service** ” is defined in Section 2.1.

2 APPLICABILITY

2.1 These Terms and Conditions apply to all offers, quotations and Agreements regarding the service in the form of installation, assembly, disassembly and other related work regarding Products that the Customer instructs Blachere to perform in accordance with the Agreement (the “ **Service** ”).

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 THE SERVICE

3.1 Blachere undertakes to perform the Service professionally and in accordance with agreed specifications.

3.2 The customer undertakes to ensure free access to the installation site, safe working conditions for Blachere's personnel and quick access to electricity and other utilities at the installation site.

3.3 The customer is responsible for obtaining and maintaining, at its own expense, all necessary permits and approvals from local authorities.

4 RISK AND INJURY DURING WORK

4.1 Blachere is not liable for damage to buildings, infrastructure or surrounding property resulting from the Services, unless the damage was caused by gross negligence on the part of Blachere .

4.2 The customer is responsible for ensuring the stability and suitability of mounting surfaces and structures.

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- 4.3 The Customer shall indemnify Blachere against any third party claims related to the Services and the installation site.

5 SUSPENSION POINTS AND ELECTRICAL SYSTEMS

- 5.1 All installed suspension points, wall plates and steel cables are and remain the responsibility of the Customer after the performance of the Service. The Customer must therefore maintain and inspect these suspension points, wall plates and steel cables and fittings during the term of the Agreement and thereafter.
- 5.2 Power cables and accessories shall comply with applicable safety standards and remain the property of Blachere .

6 RESPONSIBILITY FOR THE SERVICE

- 6.1 Blachere undertakes to remedy, free of charge and within a reasonable time, any defects or deficiencies in the Service caused by Blachere's negligence, and which have been complained about in Writing by the Customer without delay after discovery and at the latest within twelve (12) months after the Service has been performed. The defect or deficiency shall be remedied by, at Blachere's option, repair, completion or renewed performance of the Service.

7 INSTALLATION FEES

- 7.1 Blachere's compensation for the Service is stated in the Agreement.
- 7.2 Blachere's remuneration is invoiced in the manner specified in the Agreement. Where applicable, the Service is invoiced in the form of installments during the term of the Agreement.
- 7.3 In the event of any early termination of the Agreement, any remaining compensation for the Service will become due for immediate payment.
- 7.4 Blachere's invoices must be paid within 14 days from the invoice date, without deduction or set-off.
- 7.5 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.

8 FORCE MAJEURE

- 8.1 Blachere is exempt from penalties for failure to perform the Service and other obligations under the Agreement, if the failure is due to circumstances beyond Blachere's control, including but not limited to: extreme weather (e.g. storm, heavy snowfall or prolonged rain), natural disaster, war, government decisions, risk of infection, riot, 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** ").
- 8.2 Blachere has the right to invoice the Customer additional compensation for measures to avoid or reduce the effects of Force Majeure, e.g. for rescheduling or security measures.

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9 LIABILITY AND INSURANCE

- 9.1 Blachere's liability for errors or deficiencies in the Service is exhaustively stated in section 6.1.
- 9.2 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 environmental damage, indirect damage or consequential damage, such as loss of production or profit, or for loss of data.
- 9.3 Blachere's liability for damages is further limited to the total compensation paid by the Customer to Blachere for the Service.
- 9.4 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.
- 9.5 Any claims for damages by the Customer must be made in Writing and no later than twelve (12) months after the Service has been performed.
- 9.6 The customer must have liability insurance that covers damage caused by third parties at the installation site.

10 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.

11 APPLICABLE LAW AND JURISDICTION

- 11.1 The agreement is governed exclusively by Swedish law, excluding its conflict of law rules.
- 11.2 All disputes arising from the Agreement shall be referred to a Swedish general court, and in the first instance to the Stockholm District Court.

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