1. General

These sales and delivery conditions apply to all offers, sales, contracts and deliveries unless otherwise agreed between the parties in writing.

Elektronix NG AB sells only to approved customers; new customers may be required to present a company certificate. In certain cases, Elektronix NG AB may require an end user declaration prior to delivery.

2. Prices

All prices and sums exclude VAT, freight, etc. Prices are subject to change in accordance with changes in vendor costs, exchange rates, customs rates or other fees. Elektronix NG AB’s offer is valid for only 15 days from and including the offer date, unless otherwise agreed in the offer.

All prices are in Swedish kronor unless otherwise indicated. Prices stated in another currency are based on exchange rates listed on the day of offer and will be adjusted with a +/- 2% deviation at the time of invoice.

3. Remuneration

Payment shall be made at the latest on the date indicated on the invoice as the final payment date. As a general rule, payment shall be made 15 days from the date of invoice, unless otherwise specifically agreed.

In the case of late payment, Elektronix NG AB may, at any given time, require the applicable default interest until payment is made. In the case of repeated late payments, Elektronix NG AB may require payment before delivery can be made.

4. Delivery

Goods are delivered CPT (Incoterms 2010) from Elektronix NG AB's warehouse in Täby. All deliveries are carried out by freight companies with whom Elektronix has fixed agreements and whose costs are borne by the customer. In the case of a delayed shipment at the buyer’s request, or for reasons for which the buyer is responsible, the risk transfers to the buyer once the shipment is declared ready for shipping.

If other modes of transport/shipping is required, this will be performed EXW or FCA. Handling fee will be applied for FCA. Elektronix will notify customer (EXW) of the customers freight company (FCA) when the goods are ready to be collected.

5. Security – proprietary rights

Elektronix NG AB retains security on products not intended for resale, cf. Act regarding security §3-14 et seq.

6. Product information

Mistakes in, and/or changes to brochures, wording in the offer and other sales materials excepted: claims for any mistakes and changes cannot be asserted against Elektronix NG AB.

7. Changes to the product

Elektronix NG AB reserves the right to change products or their constituent parts without warning, as long as this does not hamper product function for the buyer.

8. Deficiencies and returns

At the time of delivery, the buyer is responsible for immediate inspection of goods in accordance with good business practice. If the buyer wishes to make a deficiency claim, a description of this must be submitted in writing to Elektronix NG AB within seven (7) business days. If the buyer has discovered or should have discovered the deficiency and does not submit a claim as directed, the buyer cannot, at a later time, submit a valid claim.

Elektronix NG AB may choose whether to rectify the deficiency, make a new delivery or issue a credit for the part/goods. Elektronix NG AB does not cover the customer’s use of its or external consultants when the customer of its own volition seeks to rectify any deficiency.

If changes or procedures to the purchased equipment are performed without written consent from Elektronix NG AB, Elektronix NG AB is considered free from any obligation. If Elektronix NG AB so requests, the buyer shall immediately upon issuing a claim return the alleged deficient product to Elektronix NG AB in the original packaging. Costs associated with the return are borne by the buyer. Elektronix NG AB reserves the right at any time to receive only the alleged defective part.
Insofar as Elektronix NG AB by special agreement has taken upon itself to perform a service, only the sold products fall under the service agreement. Elektronix Com-Scan AS reserves the right to test products considered to be defective. If Elektronix NG AB finds the product in working order upon completion of a test, it is expected that the product will be returned along with an invoice for labor performed. Elektronix NG AB shall provide a replacement or issue a credit only after testing has been carried out.

8.1. Return conditions

In the case of a complaint, the customer may only return products after contacting Elektronix NG AB’s support department (support.sweden@elektronix.com /0102051670) and having its claim processed.

* Return number (RMA) is valid for 20 days.
* The complaint must be submitted within 20 days upon receipt of the product where it is DOA (Dead On Arrival).
* All returns shall be sent directly to Elektronix NG AB after receiving approval for the return.
* Elektronix NG AB bears no responsibility for data stored on hard disks that arrive for service*.*
* Products (incl. manuals, cables, etc.) shall be returned intact and in the original packaging during crediting.
* A copy of the return memo including the RMA shall be affixed as a package receipt on the outside of the packaging.
* Products returned must not have a broken packaging/seal. If tape is used, it must be clear tape.
* Products returned with no evidence of defect will be charged a fee in accordance with Elektronix NG AB’s rates. As of 15. May 2015 this is SEK 900.
* The defective product will be repaired, replaced with a new product or an equal product in repaired state, or a credit may be issued.
* The product shall be packed in a secure way. This also applies to defective products. Products that are sensitive to static electricity shall be placed in anti-static packaging. Contact our support department if you need this sent to you.
* The buyer pays the cost of shipping to Elektronix NG AB. Packages marked COD or “Recipient pays shipping” will not be accepted.
* Elektronix NG AB covers return shipping to the customer upon completion of repair or the like.
* Returns sent directly to Elektronix NG AB without a return number or that do not satisfy our return conditions will be turned away, and a longer processing time must be expected.
* **RMA number or other memos must not be written on the original packaging.**

9. Liability

Elektronix NG AB waives responsibility for direct or indirect financial loss that may arise due to deficient or delayed delivery. This does not apply, however, to cases where Elektronix NG AB has either intentionally or by gross negligence breached the contract. Nonetheless, in such cases liability shall be limited to the invoice value of the deficient/delayed product.

10. Force Majeure

Elektronix NG AB remains free of liability insofar as the following conditions hinder completion of purchase or make the purchase unreasonably burdensome: labor dispute or other conditions over which parties have no control, such as fire, war, mobilization or something equal in scope, requisition, seizure, currency restrictions, rebellion and civil unrest, scarcity of transport resources, general scarcity of goods, cuts in power supply as well as deficiencies or delays in deliveries from sub-vendors as a result of such conditions listed in this point or such conditions generally, which to a measurable degree hinder Elektronix NG AB from fulfilling its part of the agreement.

If the aforementioned conditions occur prior to the offer being issued/agreement being entered into, this will result in a liability exemption only insofar as their effect on fulfillment of the agreement could not be foreseen at the point in time indicated.

11. Warranty

Elektronix NG AB guarantees products against production defects for 12 months from the shipping date, unless otherwise agreed in writing.

12. Disputes

Each and every dispute between Elektronix NG AB and the buyer shall be settled in accordance with Swedish law.