

ARTEX General terms & conditions

(Applies from December 2024)

Article 1. The following text reflects the terms and conditions on which ARTEX does business. By placing an order with ARTEX, these conditions are accepted unless otherwise stated in a written contract between both parties.

Article 2. Validity of the Tender. The price tendered by ARTEX is valid during the period stipulated within the tender. If no time has been stipulated, the pricing information remains valid for one month from the tender date, after which time ARTEX is no longer bound to the indicated price.

Article 3. Price, Order and Call-off order Size. The indicated price is set in relation to the total volume and MOQ (minimum order quantity) and does not include value added tax. If volumes deviated from what the customer indicated, ARTEX shall be free to renegotiate.

Orders. By means of the customer's order and ARTEX's order confirmation, an agreement is made between the parties. The validity of the orders is subject to the following:

Article 4. Orders can be placed verbally or in writing and shall refer to an item or project number. In order for an order to be considered as having been placed, it must be confirmed by ARTEX in writing.

Article 5. ARTEX confirms the order by sending the customer a confirmation. The customer must inspect the content of the confirmation within 24 hours of arrival. If no objections are raised within the time allotted, the customer must pay for both the ordered/used material and the time spent by ARTEX and the suppliers.

Article 6. Minimum Orders. Orders made to ARTEX involve the work of a number of employees. Consequently, a particular order must amount to at least SEK 5000 in order not to be charged an administrative surcharge of SEK 500.

Article 7. Freight. ARTEX tender prices are ex works (EXW). This is an internationally agreed term which means that the seller makes the goods available to the buyer on the seller's land or area such as the factory, warehouse etc.

Article 8. Packaging and Pallet Material. In addition to the tendered price, costs for pallets, packing materials and the time taken for packing shall be charged extra. The customer is himself responsible for the removal of any remaining packing material.

Errors. In a business relationship, both the customer and ARTEX make every effort to keep to their agreements. However, errors or missed deliveries may occur. The following applies as a guideline in such cases.

Article 9. Product Defects. ARTEX is responsible for manufacturing defects for 12 months from delivery.

Article 10. The Customer's Responsibility to Inspect received goods. It is always incumbent upon the Customer, within 7 days of delivery to the given address, to inspect the goods. The inspection entails the customer lifting the packing and ensuring that the delivered units comply with the contracted quality. ARTEX bears no responsibility for defects if delivery inspection takes place at addresses other than the stated delivery address.

Article 11. The Costs for Rectifying Errors. If errors are detected and the customer wishes for these to be rectified, ARTEX shall not bear any costs not approved in writing by an ARTEX representative. Such costs may, for example, be incurred for the staff performing the rectification or for a replacement of materials. ARTEX must always be given the opportunity to rectify the error itself. Upon discovery of an error, the customer is asked to explain as specifically as possible as to when the damage was discovered, describe the damage and to document it with pictures.

Article 12. Force Majeure. ARTEX shall not compensate for damages pursuant to strike, fire, circumstances beyond ARTEX's control and which ARTEX cannot reasonably be expected to anticipate and whose consequences ARTEX cannot reasonably be expected to have been able to avoid or overcome.

Delays. Delays may occur as a result of both late orders from the customer, late deliveries from the supplier and due to ARTEX's inability to deliver as a result of work load, illness etc.

Article 13. In the event of a delay, the buyer is not entitled to cancel the order or to present the seller with compensation demands.

Article 14. Customer's responsibility for the stated specifications. In the event the customer provides specifications, instructions or similar, after which ARTEX is expected to purchase, produce or use the same or similar materials, the customer is responsible for any deficiencies or faults in the given directives/specifications.

Article 15. The Customer's Responsibility to the Indicated Supplier. To the extent that the customer prescribes that ARTEX make a purchase of services, other payment or process from a supplier determined by the customer, the customer shall bear the responsibility for the good/service supplied by such a supplier.

Article 16. Customer's Use of Delivered Product. The product/service delivered by ARTEX AB is intended for a specific use. This may pertain to: environment, temperature, cleaning, installation or use. If the product is used in a manner other than that for which it is intended, any errors that occur shall not be considered the responsibility of ARTEX AB.

Article 17. Copyright. In the development of new products at the request of the customer and/or using dimensions he provides, ARTEX assumes no responsibility if there are equivalent products on the market with copyright protection. The responsibility to do such an investigation rests completely with ARTEX's customer. In the event that ARTEX unknowingly violates a copyright, and ARTEX consequently suffers economic damages, ARTEX shall charge the customer for any costs this might entail.

Reference Test - Status and Use. ARTEX makes use of two kinds of physical reference tests. Prototypes and standard samples.

Article 18. Prototypes are produced in the development process as a basis for discussion between ARTEX and the customer. Unless otherwise indicated, 1 prototype is priced at three times the tendered product price. Any changes to the prototype - following the first presentation - are charged at an hourly rate.

Article 19. Reference samples are used as a basis for comparison in a series production and both ARTEX and the customer should have reference samples. Unless otherwise indicated, 1 standard sample is priced at three times the tendered production price.

Article 20. If there is a prepared reference sample, and this is approved by the customer, the reference sample is considered to be standard in connection with the assessment of the delivered goods.

If there is no approved reference sample, the customer is expected to accept some margin of tolerance. ARTEX AB recommends reference samples (standard samples) when the number of units exceeds 30.

Invoicing, Liquidity and Economy

Article 21. Payment shall be made to ARTEX no later than 30 days after the invoicing date. Following a credit review, ARTEX may decide upon special payment terms for the customer. If payment is made later, a fee is charged at 18% interest on the overdue amount plus SEK 60 for each reminder issued. Invoice disputes must be submitted to Artex within 8 working days.

Article 22. Tools. In the case ARTEX needs to place orders for tools, for example, for the manufacture of foam, plastic, steel or aluminium, these are charged at 100% of the sum upon the order being placed. Exceptions from this shall be agreed in writing.

Article 23. Ingoing Materials that Do Not Move. ARTEX provides a purchasing service and warehousing for the materials included among the customer's items.

In order for ARTEX not to bear the customer's business risk, the following terms apply:

The customer is responsible for continuously providing Artex with updated sales forecasts, for which the purchase of raw materials will take place. If there is raw material left in stock that is no longer relevant for production, the customer must immediately purchase this separately from Artex at purchase price + 13%. Raw material with no movement in 12 months is purchased separately by the customer at purchase price + 13%

Article 24. In the event that Artex is to carry out renovation and the production base (foam, steel, wood, plastic, etc.) deviates from what the customer has provided as a reference, Artex is free to withdraw from the assignment or specify a different pricing/time for delivery. If Artex, for the above reasons, renounces the assignment - the customer cannot claim compensation. If Artex spent a significant amount of time and made purchases before the assignment, Artex may demand compensation.

Article 25. To the extent that it is not indicated in the tender and no other written agreement has been made, ARTEX charges 50% of the tender price for the project upon ordering and 50% upon final delivery.