

### **1. Contractual terms and conditions**

This document constitutes the general terms and conditions of sale for Portalab Datortillbehör AB (corporate identity number 556560-6463, hereinafter "Portal") and applies to all sales unless otherwise and separately agreed between Portal and the Customer. When the Customer orders or purchases a product or service from Portal, the Customer simultaneously accepts our general terms and conditions of sale, which are the contractual basis of all deliveries of products and services by Portal to the Customer, and include all agreed conditions, unless otherwise and separately agreed in writing between Portal and the Customer.

Current terms and conditions are accessible on [www.portal.se](http://www.portal.se). If access to the Internet is unavailable, a copy of the current terms and conditions may be obtained from Portal. Portal disclaims all liability for errors and price changes in the web shop and other media. Portal disclaims all liability for any errors in available product specifications. The Customer is solely responsible for the choice and use of products.

### **2. Ordering products and services**

The Customer may order products and services via telephone, fax, e-mail, or our web shop. Current contact details are posted on [www.portal.se](http://www.portal.se). Orders will not be considered valid or complete unless the following are specified: customer number, product number, quantity, shipping address, and order label. Incomplete or incorrect order details will cause delays in processing and delivery.

### **3. Prices**

Prices in the industry are subject to frequent changes and adjustments. Our current sales prices are available in real time in our web shop ([www.portal.se](http://www.portal.se)) or from our Sales Department. All prices are stated excluding VAT. In the event of pricing errors, Portal reserves the right to issue an additional bill or credit note to correct the amount. Our prices for imported products that are not standard stock products are based on the current exchange rates of the invoice date (the exchange rate between the buying and selling foreign currency). When the order is received a preliminary price will be given, based on the ordering date's current exchange rates. This will be adjusted when invoicing in accordance with the current prevailing exchange rates of that day.

### **4. Payment terms**

Payment terms are Net 30 Days from date of invoice. Penalty interest will be charged on all late payments as provided by the Swedish Interest Act. The Customer's credit limit will be established following a customary credit check. Payment must be received by Portal by the due date specified on the invoice.

### **5. Suspension of delivery**

If the Customer has exceeded the credit limit or has outstanding and overdue payments, Portal has the right to suspend/cancel orders or require advance payment for future orders.

### **6. Terms of delivery**

Deliveries are made to the shipping address provided by the Customer in accordance with Incoterms 2000 DDP. Standard delivery is charged SEK 140 per shipment or according to agreement. Express delivery is charged under a separate price list/agreement. Deliveries are normally made on weekdays between 08:00-17:00, public holidays excluded. Separate terms and conditions apply to product deliveries outside Sweden. Portal does not charge handling fees.

### **7. Force majeure**

Portal disclaims all liability for loss or delay due to legal enactment, government measure, mobilization, act of war, confiscation, currency restriction, system error, errors or restrictions in shipments from suppliers, strike, lockout, boycott, blockade, or any comparable circumstance that prevents and/or impedes Portal's performance to such an extent that performance cannot be accomplished other than at abnormally high cost.

### **8. Disputes**

If one or more provisions in Portal's general terms and conditions of sale are held invalid, illegal, or impossible to implement, this will not constrain or affect the validity, legality, or implementation of the other provisions. Disputes arising from the interpretation or application of these terms and conditions and related circumstances will be adjudicated by an arbitrator in accordance with the Swedish Arbitration Act (Swedish statute 1999:116). Arbitration proceedings will be held in Stockholm. However, either party will have the right to sue in a general court to recover an undisputed claim. In that instance, a disputed counter claim may not be cited to offset the undisputed claim; the disputed claim must instead be tried in arbitration.

### **9. Property retention clause**

Portal reserves the right to repossess the sold goods until all obligations of the buyer under this contract have been performed in full. If the buyer is in arrears with payment to Portal, Portal reserves the right to cancel the purchase and repossess the goods at any time for as long as the buyer remains in arrears with payment.

### **10. Promotions & Prizes**

Any profits that are paid in connection with sales contests and promotions always accrue winning

companies. Any profits tax to be paid by the recipient, ie the company.

#### 11. Non-disclosure

The Customer agrees not to disclose to a third party information about Portal's business or products that may be regarded as trade or professional secrets or information that is subject under the law to a duty to maintain confidentiality.

#### 12. Deliveries

The date the order is placed is Day 0. Orders placed before 14:00 on Day 0 will normally be dispatched within two days by Sweden Post Business Parcel (*Företagspaket*) and delivered to the Customer on Day 2 (applies within Sweden south of Sundsvall except Gotland, where deliveries are made on Day 3). The stated delivery time applies to products in stock, but Portal does not guarantee delivery times or delivery dates.

The Customer is not entitled to compensation for any direct or indirect loss caused by product delivery by Portal after the stated time. A charge of SEK 300 plus VAT per parcel will apply to shipments returned to Portal because the addressee was away when delivery was attempted, refused to accept the goods, or provided an incorrect address.

#### 13. Labeling of goods

Products must be packaged so that they are protected from transport damage until they reach their final destination. A packing slip with the Customer's order number will be visibly affixed on the outside of the crate or parcel. The cost of product packaging and any required crate or parcel is included in the product price.

#### 14. Terms and conditions of warranty

The manufacturer's terms and conditions of warranty apply. The warranty period begins as of date of invoice unless otherwise specified.

#### 15. Claims against warranty

The Customer must use the return request form available on our website for all returns and claims or send the claim by e-mail to Customer Service ([reklamation@portal.se](mailto:reklamation@portal.se)).

Note that issuance of a return authorization number does not imply acceptance of a return or claim. The return authorization number is valid for 14 days, during which time Portal must receive the product. A valid return authorization number and explanation of the defect, preferably in detail, must accompany all returned goods.

Returned goods must be sent in the original packaging and be carefully packaged in materials approved by Sweden Post (such as a brown cardboard box). If the goods are damaged in transit due to inadequate packaging, the return will not be accepted. Portal reserves the right to inspect the goods.

#### 16. Erroneous orders

The Customer must contact Portal for a return authorization before returning goods ordered in error. In general, the Customer has the unrestricted right to return ordered goods within ten (10) days, provided that the goods are in the unopened, original

packaging (see [www.portal.se](http://www.portal.se) for further information). A return charge of SEK 500 plus VAT will apply to goods returned due to erroneous orders. If the total value of the returned goods is more than SEK 10.000, a return charge of 10% of the total value will apply. Return requests pertaining to mobile telephones are managed by Anovo. See [www.portal.se](http://www.portal.se) for further information. If Portal has clearly delivered the wrong goods, Portal will pay all return costs.

#### 17. Defective goods claims

The Customer must immediately lodge claims concerning defective goods with Portal, but in no case later than ten (10) days after the date of delivery. The Customer must inspect all goods upon arrival to verify that the goods are not defective. If a claim is received more than ten (10) days after the date of delivery, Portal will have the right to decide whether or not to remedy the defect.

#### 18. Repair/replacement under warranty

Goods returned as defective will be tested for functionality in accordance with the Customer's description of the defect. If the product is defective, the defect will be remedied through repair or replacement. If the product is no longer available in the product range, it will be replaced with an equivalent product. If the product is not defective, it will be returned to the Customer. No return fee is charge for defective goods.

#### 19. Returned goods

Returned goods must be sent to: Portal AB Dator-tillbehör, Vinthundsvägen 157 128 62 Sköndal, Sweden.

**Note: You are not allowed to write or affix anything on the original packaging.**

**Note: You must report any transport damage on the date you receive the shipment to Portal by phone at 08 - 52 25 30 00 or by e-mail to [reklamation@portal.se](mailto:reklamation@portal.se).**

#### 20. Support

With respect to support, Portal refers the Customer primarily to the respective manufacturer's support service. Almost without exception, the manufacturers have their own service and support organizations that manage defective products, installation support, and similar issues. A list of support numbers for the major manufacturers is provided on our website under "Who should I contact?"

DOA (dead on arrival) means that the product does not work upon delivery. Manufacturers' rules for how these situations are handled vary. In some cases, the product is replaced with a new one and in some cases the product is repaired. If "DOA: 30 Days" is specified, for instance, this means that if you report the product DOA within that period, the product will be replaced and will not be repaired.