

# Rexel General Terms and Conditions of Sale

## General Applicability

These Rexel General Terms and Conditions of Sale ("General Sales Terms") are applicable for any sales and deliveries of goods from Rexel Sverige AB, Reg.no. 556062-0220 ("Rexel"), and forms an integral part of the agreement (the "Agreement") between you as buyer (the "Buyer") and Rexel upon any purchase of goods from Rexel. Buyer and Rexel are hereinafter each referred to as "Party" and jointly as "Parties".

These General Sales Terms replace the previous applicable general terms, from and including the date stated below. Rexel reserves the right to change these General Sales Terms at any time, by publication on Rexel's website ([www.rexel.se](http://www.rexel.se)), such changed General Sales Terms will be directly applicable. Any an all purchases of goods shall be for Buyer's professional use.

## Applicable Industry Standard Terms

In addition to these General Sales Terms, the applicable industry standard terms that will be applicable for the category of products of the goods (the "Industry Standard Terms") are as follows:

### Assortment category

Electrical  
Cables  
Tools, gear, clothes and safety equipment

### Industry Standard Terms

ALEM 09  
NL17 and KL20  
NL17

## Consumer Appliances

**Domestic electric appliances**, upon sales to retailers, **APPLiA ALH 2019** is applicable.

**Domestic electric appliances**, upon sales to companies in the construction and real estate industries, **APPLiA Construction 2019** is applicable.

On the order confirmation, the applicable Industry Standard Terms, or other terms, that are applied for each product with a code by the article number as follows:

(J) = ALEM 09 applies

(N) = ALEM 09 applies but the product is not subject to the additional liability period in accordance with Section 38, second paragraph.

(A) = Other terms for delivery are applicable. For other goods that are procured by Rexel upon Buyer's request, the terms and conditions of Rexel's supplier or manufacturer will be applicable.

## Contractual Documentation

In the event of any discrepancy between the provisions of any contract documents, the following internal ranking shall apply, unless otherwise expressly stated:

1. the specifically written and signed agreement between the Parties, where such exists;
2. these General Sales Terms; and
3. applicable Industry Standard Terms, or other applicable terms.

## Freight

Sweden: CIP (Buyer's destination) Incoterms 2020. Freight, fees for handling of bulky goods and any possible crane truck costs are charged to the Buyer. For any non-stock items, the Buyer are always charged for freight and any potential fees, if such fees are charged by Rexel's supplier and unless not otherwise agreed, however a minimum of SEK 150.  
Export: FCA (Rexel Distribution Center) Incoterms 2020.

## Express Order

In the event of Express Order, the fastest possible way of transport is used, the order are processed immediately. Buyer will be charged with any and all freight and processing costs.

## Packaging

Buyer will always be charged for cable drums if Rexel's supplier charges these separately. Undamaged cable drums are repurchased by the cable supplier in accordance with the separate attached document - Price list, charging and repurchasing of cable drums. Delivered EUR-pallets and pallet collars, by Rexel, are charged according to the current daily price and retaken by Rexel for credit by the same amount. As an alternative, Rexel will take the corresponding number of delivered pallets and collars in exchange at the time of delivery.

## Small Order Fees

For each order with a value of less than SEK 500 net excluding VAT, a fee of SEK 150 is charged. The fee is not charged on orders in store.

## Price

All prices are presented in Swedish crowns (SEK). Unless otherwise agreed, the price on the day of delivery is applicable. The prices apply net, excluding VAT.

## Currency and Raw Materials

Prices are based on the quotations for currency and raw materials applicable when ordering. In the event if change of current quotations for currency and raw materials, Rexel reserve the right to adjust the pricing correspondingly. In the event of changes of statutory surcharges and fees, Rexel reserves the right to make necessary adjustments.

## Payment Terms

Payment is due within 30 days from invoicing date. Late payment interest is charged after the due date with 2% per month, as well as statutory fees. Remarks against invoices must be made in writing no later than twelve (12) days from the date of the invoice, stating the invoice number and the reason for the remark.

## Invoicing Fee

For paper invoice, Rexel will charge a fee of SEK 49. For invoice in pdf-format via email or via EDI, no such invoicing fee will be charged.

## Environmental Fee

Environmental fee are included in Rexel's pricing according to current applicable legislation. Rexel has joined the organizations for producer responsibility El-Kretsen (electronic products and batteries) and Näringslivets Producentansvar (NPA) (packaging). For more information of these organizations, please visit their websites [www.el-kretsen.se/](http://www.el-kretsen.se/) and [www.npa.se](http://www.npa.se).

## Retention of Title

The goods will remain the property of Rexel until paid in full, to the extent valid in accordance with applicable laws.

## Returns

Any returned goods are subject to Rexel's prior approval and it is the responsibility of the Buyer to notify Rexel of order or invoice number, number of packages and weight. After Buyer and Rexel have agreed, Rexel will apply a order return number that clearly are stated on each package without marking directly on the goods.

Returned goods shall be sent back unused, in new condition, in unbroken packaging and in undamaged original packaging. Packing shall be done in a manner that transport damage is prevented.

Goods in stock are credited only after Rexel have performed a quality control and approved the return of the goods. Goods that cannot be returned:

- Material purchased for more than six (6) months ago
- Material in broken packaging
- Cartons with broken sealing

- Products that are discontinued from the standard range of goods
- Unique lengths of cables that has been adapted for the Buyer
- Material in damaged packaging or without packaging
- Goods with an order value below SEK 500 will not be accepted, with exception for materials purchased and returned in store.

Upon not accepted returns, the goods may be sent back to the Buyer, or alternatively the Buyer may request to have the goods scrapped. For this service, Rexel will charge Buyer a handling fee of SEK 500.

Goods in stock that are returned and is not considered as complaints regarding faulty goods, will be charged with a 20% return deduction and a return fee of SEK 195. Return deduction and return fee are not applicable on goods that are purchased and returned in store.

Goods that are not in stock in Rexel's warehouse and that have been procured by Rexel upon Buyer's request, are credited only after approval by Rexel's supplier. Credit to the Buyer is issued after Rexel's supplier has approved and credited the goods. Return deduction of 20% will be charged in addition to the fees that Rexel's supplier may charge. In addition thereto, actual freight and handling costs are added, of at least SEK 150.

Returns made due to a defect in the goods will be regulated only after Rexel's supplier has provided its statement.

Visible transport damages must be reported directly to the transporter in connection with the receipt of the goods.

#### Buyer's Order to a store

Buyer's order that is ordered in a store for collection by the Buyer, will be kept in store during three (3) months. After that, the goods will be scrapped without right of reimbursement and without prior notice.

#### Complaints

Complaints must be reported as soon as the delay or the defect has been discovered or should have been discovered, and within the prescribed time as per the applicable Industry Standard Terms. Claims and complaints are subject to the applicable Industry Standard Terms that are applicable to such product subject to the complaint, unless otherwise stated in these General Sales Terms.

#### Liability for Delay, Defects and Deficiencies

Rexel's liability for delays, defects and deficiencies for sold products are subject to the applicable Industry Standard Terms.

#### Limitation of liability

Rexel is not liable for any type of indirect or consequential damages or losses, including but not limited to loss of profits, revenue, data, goodwill, or business opportunity, arising out of or in connection with this Agreement. Rexel's aggregate liability shall not exceed an amount lower of either (i) the amount limitations applicable in the applicable Industry Standard Terms; and (ii) the fees paid by the Buyer for the goods that the claim pertains to.

#### Grounds for Relief

Rexel is not liable for the omission or delay in performance of Rexel's obligations under the Agreement to the extent that performance is made impossible or substantially more difficult or expensive due to circumstances outside of Rexel's reasonable control, including but not limited to, new or amended legislation, other government orders, export and import restrictions, war, riots and unrest, strike, lockout, blockade or other labor disputes, disruption of public services, cyber attacks, component shortages, fire, explosion or other casualty, epidemics, pandemics, lightning strikes, natural disasters, floods, extreme weather conditions or for errors or delays in deliveries from subcontractors due to the above-mentioned circumstances.

#### Confidentiality

The Parties undertake to treat as confidential all non-public information received from each other pursuant to this Agreement

and to protect such information with the same degree of care as they would afford to their own confidential information.

The Parties also undertake to ensure that their employees, suppliers, partners and contractors fulfil these confidentiality requirements.

#### Product Information

The product information that Rexel shares with the Buyer constitutes Rexel's, or Rexel's partners' trade secrets and/or intellectual property rights. The Buyer may only use such information within the scope of the contractual relationship between Rexel and the Buyer, and for the purpose contained therein. The Buyer shall treat product information as confidential information, and may not without Rexel's prior written approval, be shared with any third party. Upon termination of the Agreement, or at the request of Rexel, the Buyer must immediately cease to use and delete all product information.

#### Personal Data and Data Protection

In the event either of the Parties processes personal data for the performance of the Agreement, such Party undertakes to satisfy requirements pursuant to governing law, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), regarding the collection av personal data and the processing of personal data during the duration of the processing.

Each Party specifically undertakes to:

- Make the data subjects aware of the purpose and methods for data processing, to obtain their prior consent where necessary and to facilitate the exercise by them of their rights.

- Carry out appropriate technical and organisational measures to ensure the safety of such data, i.e. its confidentiality, privacy and accessibility.

The Privacy Policy of Rexel Sverige AB is available on: [www.rexel.se](http://www.rexel.se) or, upon request directly to Rexel Sverige AB by email to [dataskydd@rexel.se](mailto:dataskydd@rexel.se). The Buyer undertakes to inform of Rexel's Privacy Policy, where appropriate, to relevant cooperation partners and stakeholders and to communicate its own policy to Rexel Sverige AB and its cooperation partners and stakeholders as well as affected data subjects.

#### Compliance

Buyer commits to comply with all applicable laws, regulations, orders and official decisions by authorities, including but not limited to, applicable laws and regulations regarding export control, international sanctions, bribes and anti-corruption, environment and security.

#### Applicable Law and Dispute Resolution

The Buyer and Rexel shall try to solve any disagreement between the Parties amicably. If no solution can be reached between the Parties, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled in Sweden applying Swedish law with the exception of its rules concerning choice of law.

Where the amount in dispute does not clearly exceed 150 Price Base Amounts, excluding VAT, the dispute shall be settled by the Stockholm District Court. "Price Base Amount" means the price base amount at the time the action is brought. In other cases, the dispute shall be settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Stockholm Chamber of Commerce Arbitration Institute. The seat of arbitration shall be Stockholm and the language to be used in the arbitral proceedings shall be Swedish.

Notwithstanding the above, Rexel always has the right to turn to authorities or general court for e.g. judicial assistance, security measures or payment of overdue amounts.

E-No.	Drum	Debet SEK/pcs	Price	Repurchase Price SEK/pcs			Scraping Fee SEK	Actual Weight Kg	Volume Weight		Cylinder Volume m <sup>3</sup>
				100%	80%	60%			280 kg	kg/m <sup>3</sup>	
01 995 64	Bobin	70		0		0					
01 995 04	K4	120		0		0					
01 995 05	K5	207		0		0		9,5	18		0,078
01 995 06	K6	226		143		86	96	12	33		0,155
01 995 07	K7	296		191		114	96	20	56		0,250
01 995 08	K8	372		256		153	96	25	73		0,327
01 995 09	K9	477		326		195	96	34	100		0,445
01 995 10	K10	708		489		293	216	46	141		0,606
01 995 11	K11	807		554		332	216	55	182		0,784
01 995 12	K12	1 326		901	721	541	216	90	278		1,188
01 995 14	K14	1 608		1 148	919	689	216	115	378		1,656
01 995 16	K16	2 455		1 754	1 403	1 052	540	195	509		2,161
01 995 18	K18	3 123		2 264	1 811	1 358	540	230	644		2,731
01 995 20	K20	4 218		3 039	2 431	1 824	540	340	931		3,925
01 995 22	K22	5 295		3 764	3 011	2 258	696	410	1 127		4,845
01 995 24	K24	6 234		4 582	3 666	2 749	696	450	1 358		5,878
01 995 26	K26	13 502		10 069	8 055	6 042	1 296	900	1 922		8,171
01 995 28	K28	16 137		12 157	9 726	7 294	1 296	1 180	2 445		10,152
01 995 30	K30	18 090		13 616	10 893	8 170	1 296	1 500	3 186		12,724

## Price List, Debiting and Repurchase of Cable Drums

### Debiting of Cable Drums

For high voltage cable, medium voltage cable (12-36 kV) and cables of types N1XV-N1XE(1kV) and AXQJ Full screen (1kV) the cable drum is always debited separately, regardless of delivery length.

For other cables and wire, stated net prices include cost for packaging and cable drums upon delivery in standard lengths. Upon shorter length than standard length, the necessary cable drum will be debited according to the price list below.

### Debiting of Gaddy

Upon purchase of article that is delivered on Gaddy, the Gaddy is always debited separately.

### Repurchase of Cable Drums and Gaddy

Undamaged cable drums marked with company name according to the list, are repurchased by the cable suppliers respectively, at the fixed prices as set out in the table. Disposable drums of plywood are not repurchased. Gaddy and undamaged cable drums are also repurchased by Drumster according to the price list in the Drumster App.

### Rules for the Classification of Used Returned Drums

Upon receipt, all cable drums are sorted and classified as fault-free, repairable or scrapable. The drum receiver reserves the right to scrap cable drums that are not considered repairable or have other defects.

100% The drum is fault-free (only nut tightening required, replacement of nameplate).

80% Only one flaw, for example an edge piece is missing, a broken piece of core wood, a bolt is missing (not on drums up to K11).

60% Drums up to K11 with two faults and larger drums with up to three faults. For example, three pieces of edge missing in the gables, three broken pieces of core wood or three bolts missing.

Drums up to K11 are only classified according to 100% or 60%, i.e. drum with one error is rated as 60%. Drums damaged by rot are classified according to above without consideration as rot. Exceptions are drums that are obviously mishandled and do not meet the solidity requirements.

### Drums that must be scrapped are as follows:

- Drums with brackish drum gables/gable edges.
- Drums that are not according to Swedish or Norwegian standard.
- Drums that are painted, oily or mucky.
- Drums with sharp and/or hard objects in the drum core.
- Drums where the center hole and hub are damaged/deformed.

For scrapped drums a scrapping fee is charged according to the table.

Save unnecessary freight costs and scrap your drums by yourself.

### Procedure - Notes on the Delivery Note

The sender issues a delivery note, the return reference on the delivery note is specified if desired. The number of drums per size is specified on the delivery note, for example "8 pcs K 9, 7 pcs K 14". Weight is noted on the delivery note according to table.

Either of the following principles shall be applied:

- The actual weight of the drum. Applies to entire wagon loads by rail.
- Volume weight of the drum. As a general rule, the drums that are sent as freight piece goods are calculated on the basis of the volume if they weigh less than the volume weight limits prescribed by the shipping companies. Currently, the volume weight limit applicable is 280 kg/m<sup>3</sup>. The word volumetric weight must be noted in the weight column.

### Addressing of Return Shipments

**Freight piece goods:** Each drum must state who is the sender (identical to the sender of the shipping document).

**Wagon loads:** When returning an entire wagon load from one and the same sender, the sender's information is not required on each drum.

Recipient address is not required on return drum.

### Freight Payment

Paid at the place of dispatch.

### Car and Rail Road

For Freight piece goods it is noted on the delivery note, under payment order "free along with repatriation". For whole wagon load it is only noted the word "free".

## Return of Gaddy and Return Drums

Drumster, repurchase of Gaddy and return drums according to price list in the Drumster App.

### Addresses for return of Return Drums:

Svensson Wire and Cable Packaging AB  
Tel: +46 (0)346 569 00  
Hamngatan 1, 311 32 FALKENBERG

Norrköpings Handelsagentur AB  
Tel: +46 (0)70 552 70 81  
Alholmögatan 19A/Slottshagen  
602 38 NORRKÖPING

Nkt Cables AB  
Tel: +46 (0)23 684 00  
Källviksvägen 18, 791 52 FALUN

Nexans Sweden AB  
Tel: +46 (0)32 580 000  
Kabelgatan 1A, 514 70 GRIMSÅS

Good for the  
environment-  
Good for you!

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