

# Terms and conditions

## §1. General information

These Terms and Conditions (the “Terms”) apply when you as a customer (“Customer”) order goods (“Products”) from Klintberg & Way AB, Sweden, org.no. 556563-6932, or any of its subsidiaries Klintberg & Way AS, Norway, org.no. NO977515998, KW Parts NV, Belgium, org.no. 0453.881.311, or KW Parts GmbH, Germany, org.no. DE311659498, (“KW Parts”). The Terms apply to the extent the Customer and KW Parts have not expressly agreed otherwise. Orders can be placed at [www.kwparts.com](http://www.kwparts.com), by telephone or by e-mail.

The Terms are subject to recurring review and may therefore be amended by KW Parts. The Customer shall ensure that KW Parts has the Customer’s current e-mail address so that KW Parts can inform the Customer about amendments to the Terms. Should there be any doubt as to the contents of the Terms the Customer is requested to contact KW Parts or visit [kwparts.com](http://kwparts.com).

The agreement date has been added to the header to ensure clarity. If an end date is given, the Terms shall apply until 12.00 a.m. on the day that the Terms cease to apply.

The Terms have been draw up in Swedish and English. Unless otherwise agreed, the Swedish version shall apply to Customers domiciled in Sweden and the English version to all other Customers.

## §2. Ordering

The order is submitted once the Customer clicks the 'Confirm' button at the check-out section (step 3 of 3). Once KW Parts has received the order the Customer will receive an e-mail entitled 'Order confirmation' to the address provided in connection with the order. By clicking the 'Confirm' button the Customer accepts the Terms and the agreement is concluded between the Customer and KW Parts. As Customer you can also place orders by telephone at +46 (0)8 680 88 00 or by e-mail to [pac@kwparts.com](mailto:pac@kwparts.com). The Terms also applies on orders made by telephone or e-mail.

Unauthorized ordering or orders made in another person's name without their permission, or that may cause financial damage to KW Parts in any other way, will be reported to the police.

### **§3. Prices and fees**

Prices are stated in Swedish kronor (SEK), or in Euro (EUR) depending on the nationality of the Customer. The VAT applicable to Products that are subject to such is outlined in the invoice based on the applicable tax rate. Freight costs may be added to all orders, please see §7. Delivery of the Terms for further information.

### **§4. Products and product range**

Products offered on [www.kwparts.com](http://www.kwparts.com) are generally adapted for use in US-manufactured vehicles. It is the responsibility of the Customer to ensure that Products are assembled and used in accordance with local requirements and regulations.

KW Parts reserves itself against typographical errors, inaccurate information regarding for instance prices or availability, and specification errors in any of KW Parts' Products. Images are used for illustrative purposes only and should not be interpreted as an exact reflection of a Product's appearance or characteristics.

### **§5. Payment**

Customers will be invoiced by KW Parts based on the agreed creditor days. Interest will be charged at two per cent per month for delayed payments, starting from the payment due date. In cases where the claim becomes a debt-collection case all costs related to collection will be charged to the Customer.

Contestations regarding an invoice must be submitted in writing via letter or by e-mail to [finance@kwparts.com](mailto:finance@kwparts.com) within eight days from receipt of invoice, in order for the contestation to be valid.

### **§6. Fulfillment**

KW Parts will commence the conclusion of the agreement once KW Parts has received the Customer's order by telephone, e-mail or when the Customer click the 'Confirm' button at the check-out section. KW Parts will have fulfilled its part of the agreement once the Customer has received the order in accordance with

the agreement. The Customer will have fulfilled its part of the agreement once it has made full payment and received the Product ordered as per the agreement.

## **§7. Delivery**

The order will be delivered directly to the address stated at the time of order in collaboration with KW Parts' logistics partners. Customers may also opt to collect orders directly at specified collection points. KW Parts dispatches orders on working days.

The warehouse status indicates the number of Products currently in stock. The status is updated regularly, but deviations may occur. If an order includes several Products with different delivery statuses, the delivery of the order will be split unless otherwise agreed.

Should the order be delayed, the Customer is obligated to ensure that the order is cancelled in accordance with what has been agreed. Orders cannot be cancelled once processed. In cases where orders have been processed, the Customer is obligated to receive the shipment. Orders relating to Products not kept in stock that have been ordered especially for the Customer cannot be cancelled. Order cancellations are only valid once the Customer has received notification to this effect from KW Parts, either by e-mail or fax.

### **Freight and delivery terms**

Freight costs and delivery times are presented by KW Parts in connection with the ordering.

### **Collection at specified collection points**

Orders shall be retrieved from specified collection points within five days from delivery notification. The Product will be released to the Customer upon display of an order confirmation. Should the Product not be retrieved within five days, the order is cancelled. KW Parts reserves the right to debit the Customer for freight costs and other costs due to the Customer's failure to pick up the Product.

## **§8. Right of withdrawal**

As KW Parts only sells to businesses and other legal entities, the stipulations regarding right of withdrawal in the Swedish Distance and Doorstep Sales Act

(2005:59) are not applicable. In the event of product faults, please refer to the terms and conditions outlined in §9. Claims and warranty.

## **§9. Claims and warranty**

### **Claims**

Regarding the right to contest an invoice, see §5. Payment. Other claims are possible in the following cases:

- The Product is damaged when received.
- The Product is charged for but not delivered, missing in delivery etc.
- The Product that has been shipped does not conform with the order.
- The case number on the packaging/label does not conform with the Product in the packaging.
- There has been a double delivery.

The Customer shall examine the Product promptly upon receipt and before it is used, altered or otherwise disposed of. Notice of claim according to this §9. Claims and warranty shall be made not later than 24 hours from receipt of the Product in order for the notice to be valid. In case of hidden faults, this time limit is extended to a maximum of 30 days. Replacement products must be ordered from KW Parts.

Should the Customer wish to make a compensation claim according to this §9. Claims and warranty, the Customer shall handle the Product and the packaging with care until the claim is approved and the Customer has received further instructions. Products received in error shall be returned whole, clean, complete and unused, and enclosed in its whole and clean original packaging. Should KW Parts request that the Product is returned, the shipping shall be clearly marked with KW Parts' case number.

Should a Product subject to a claim turn out to be free of defects upon examination by KW Parts, the Product will be shipped back to the Customer on the Customer's expense and KW Parts reserves the right to charge the Customer for examining costs.

Should the Customer claim reimbursement for repair costs of a damaged Product, the Customer shall present the repair costs and attach a bid stating such costs. KW Parts will only reimburse repair costs that have been approved in advance.

KW Parts' liability is limited to costs of reparation or replacement of defect Products. It does not cover any further costs such as assembling or other labour

costs, painting, rental cars, consumables or consequential damage. For warranty replacement of GM original parts, labor costs may be reimbursed in accordance with contracts between KW Parts and GMODC & Camaro authorized workshops.

KW Parts is not liable for errors in product catalogs.

## **Warranty**

Products are covered by warranty up to 20 000 km, up to a maximum of two years. For Products listed in Appendix 1, the warranty lasts up to a maximum of one year. For Products with limited shelf life the warranty period shall never surpass the Product's expiration date. The warranty period starts on the date of receipt of the Product. If the assembly/repair is performed by the Customer, the warranty period starts from the date of assembly. KW Parts reserves the right to, in connection with the order, limit the warranty start date to up to one year from receipt of the Product.

The warranty does not cover defects caused by improper installation, use under conditions or in vehicles for which the Product is not intended, lack of proper maintenance, alteration, accidents, racing or track driving. The warranty does not cover normal wear and tear.

KW Parts' liability is limited to costs of reparation or replacement of defect Products. It does not cover any further costs such as assembling or other labor costs, painting, rental cars, consumables or consequential damage. For warranty replacement of GM original parts, labor costs may be reimbursed in accordance with contracts between KW Parts and GMODC & Camaro authorized workshops.

The warranty does not cover parts fitted under new vehicle warranty.

## **§10. Returns**

### **Returns**

Returns will be accepted if the product was a stocked item at the time of the order.

### **Exceptions**

Returns will not be approved if any of the following applies:

- The Product is damaged, unclean, incomplete, used or missing whole and clean original packaging.

- The request has not been filed within 30 days from receipt of the Product.
- The quantity does not match the order multiple at the time of the order.
- The return shipment is not clearly marked with KW Parts' case number.
- The return shipment is to be delivered to us within 30 days of acceptance.
- The product value is less than 15€
- The Product belongs to any of the following product categories:
  - i) Electronics that are programmable, alters when installed, or affects vehicle safety.
  - ii) Oils and chemicals.
  - iii) Dangerous goods and batteries.
  - iv) Other Products with limited shelf life.

### **Freight costs**

- For Klintberg & Way AB: The Customer handles the shipment and covers the costs.
- For Klintberg & Way AS: The Customer handles the shipment and covers the costs.
- For KW Parts NV: KW Parts handles the shipment and charges the Customer a return fee.
- For KW Parts GmbH: KW Parts handles the shipment and charges the Customer a return fee.

### **Restricted right of return & fees**

Returns are allowed according to the following time limits:

- 0-30 days, no return fee
- 31-60 days, 15% return fee
- 61-90 days, 30% return fee

A return fee according to the above, of the Product's value will be deducted from the credited amount. Should the return not be accepted, KW Parts reserves the right to debit a higher return fee, discard the Product on location or ship it back to the Customer at the Customer's own expense.

If KW Parts has handled the return shipment, the Customer will be debited a fee corresponding to the actual freight costs (minimum 5 Euro). The freight costs includes shipment from the Customer's pick-up address to KW Parts' inventory, including toll and handling charges.

## **§11. Reservations**

### **Support**

With regard to technical support/user support, KW Parts reserves the right to refer Customers to the respective manufacturers and, where applicable, to fee-based support. KW Parts does not offer user support or support in connection with faults resulting from the interaction of different products.

## **Retention of title**

All Products are subject to retention of title. This means that the ownership transfers to the Customer in connection with the latter fulfilling its obligations pursuant to the Terms and what is otherwise agreed by the Customer and KW Parts. The Customer is not entitled to consume, use, sell or otherwise dispose of the Product before the ownership has transferred to the Customer.

## **Reservation regarding avoidance of contract**

KW Parts reserves the right to declare the agreement avoided if it is based on errors that are obvious or the Customer knew or ought to have known about, such as incorrect price, quantity or availability details. The reason for the avoidance of agreement shall be clearly specified to the Customer in connection with its declaration. The Customer shall not be entitled to damages or any other compensation from KW Parts in the event that the latter decides to exercise its right to declare the agreement avoided. This reservation shall not constitute a limitation of KW Parts' right to declare the agreement avoided on other grounds.

## **Reservation regarding changes**

KW Parts reserves the right to change the contents of [www.kwparts.com](http://www.kwparts.com) without notice. This includes, but is not limited to, product range, prices, special promotions and the Terms. Such changes shall nevertheless not affect agreements already entered into by KW Parts and the Customer.

# **12. Limitation of liability**

## **Liability**

KW Parts' liability shall be limited to cases where KW Parts has caused damage, loss or injury by intent or gross negligence. KW Parts' liability is limited to direct losses and does not cover loss of profit, turnover or production or other indirect losses.

The Customer is not entitled to claim damages unless KW Parts has been given notice within 30 days from when the Customer knew or ought to have known the grounds for the claim.

## **Property damage, personal injury and third party claims**

KW Parts is not liable for property damage caused by the Product if the damage occurs while the Product is in the Customer's possession, or for damage on goods created by the Customer, or for damage on goods which includes the Customer's goods, or for damage on goods which the Product is part of through the Customer's assembling. Furthermore, KW Parts is not liable for property damage which above said goods cause due to the Product.

The Customer shall indemnify KW Parts to the extent a third party makes claims for damages for which KW Parts is not liable vis-à-vis the Customer according to the paragraph above. The Customer is also obliged to indemnify KW Parts against any third party claims for damages, reimbursement, costs, fees, taxes, expenses etc. if the grounds on which the claim is based is the Customer's use of the Product, or if the claim regards loss of profit, turnover or production or other indirect loss.

Should a third party make a claim against KW Parts or the Customer for damages or loss, the other party shall be informed promptly. The legal relationship between the parties shall be governed by the Terms.

## **Force Majeure**

In the event of terrorism, war, riots, or other major disruptions to public order, accidents, disruptions regarding suppliers, transport or production, sabotage, industrial action, fire, explosion, authority actions or omissions, new legislation, extreme weather conditions or natural disasters or other circumstances outside of KW Parts' control that KW Parts could not reasonable be expected to overcome or foresee and which prevent KW Parts from fulfilling its obligations towards the Customer, KW Parts cannot be held liable for its omission to fulfill said obligations.

## **External links**

KW Parts assumes no responsibility for damage and problems with the Customer's software or hardware caused by the Customer's use of external links published on [www.kwparts.com](http://www.kwparts.com).

## **Reservation relating to price fluctuations or other obstacles to trade**



In the event of price fluctuations or other obstacles to trade, e.g. a lack of necessary components, whereby KW Parts cannot reasonably be expected to meet its obligations under the agreement, KW Parts shall have the right to declare the agreement avoided. In such an event, the Customer shall not be entitled to any damages or other compensation from KW Parts.

### **Reservation relating to changes to taxes and levies**

In the event of significant changes to taxes and/or levies of material importance to the terms of the agreement, KW Parts shall have the right to declare the agreement avoided. In such an event, the Customer shall not be entitled to any damages or other compensation from KW Parts.

### **Reservation relating to delivery delays outside of KW Parts' control**

KW Parts shall not be liable for damages resulting from delivery delays caused by events outside of KW Parts' control. In such an event, the Customer shall not be entitled to damages or any other compensation from KW Parts unless otherwise specifically agreed between the Customer and KW Parts.

## **13. Personal details and confidentiality**

Information such as personal details or other information or part of documentation submitted by the Customer to KW Parts will be stored and processed digitally. KW Parts is responsible for ensuring that the details are stored and processed in accordance with the Swedish Data Protection Act. The Customer's information will be used by KW Parts to ensure completion of the agreement.

### **Data controller**

Klintberg & Way AB org.no. 556563-6932

PO Box 196

SE-12724 SKÄRHOLMEN, Sweden

### **Customer details stored**

- Name
- Address
- E-mail
- Telephone
- Business registration number
- Purchase history with Klintberg & Way AB

The information may be disclosed to third parties and used as outlined below:

- Logistics agreement partner (transporter) with a view to ensuring completion of the agreement.

## **Removal of customer information**

Customers may submit a written, signed request for their details to be removed from KW Parts' records, with the exception of details required in order for the latter to be able to abide by generally accepted accounting and bookkeeping principles.

## **14. Miscellaneous**

### **Police reports**

KW Parts regularly reports cases of fraud and attempted fraud to the police.

### **Discrepancies between different publications**

In the event of any discrepancy between the information published on [www.kwparts.com](http://www.kwparts.com) and elsewhere, the information published on [www.kwparts.com](http://www.kwparts.com) shall take precedence. However, this does not apply to information that is obviously erroneous or misleading.

### **Copyright, logos and brands**

All materials published on [www.kwparts.com](http://www.kwparts.com), including software, logos, audio files, brands, text and images are protected by copyright. This means that the materials cannot be used without the owner's permission, nor copied or otherwise transferred to any third party without the express permission of KW Parts. Infringements of the above are subject to enforcement.

### **Purpose of the information**

All information published on [www.kwparts.com](http://www.kwparts.com), regardless of its format, is published purely for information purposes in order to allow visitors to use the website. KW Parts is thus not responsible for any consequences or damages caused as a result of the aforementioned information being used for purposes other than those outlined above.

### **Cookies**

Cookies are small files stored on a visitor's computer when they visit a website. www.kwparts.com uses the following types of cookies:

**Session cookies:** Session cookies are only stored temporarily on the visitor's computer in order for the latter to be able to view the website without issue. Once the visitor's browser shuts down, the stored session cookies are deleted.

**Persistent cookies:** Persistent cookies are saved on the visitor's computer and are used, among other things, to identify returning visitors and supply a basis for statistics programs. Visitors may delete these cookies from their computer manually. If these files are deleted, selections made when on a previous visit to the website will not be stored.

## **Disputes**

The agreement between the Customer and KW Parts, and any non-contractual obligations arising out of or in connection therewith, shall be governed by and construed in accordance with the laws of Sweden, with the exception of its conflict-of-law rules. Any dispute or claim arising in relation to the agreement shall be determined by Swedish courts and the District Court of Stockholm shall be the court of first instance.