

28/03/2024

GENERAL TERMS AND CONDITIONS

Our general terms and conditions apply until further notice and may be amended with immediate effect without prior notification. Should our printed version differ from the version available on our website, the latter always takes precedence.

1. Order confirmation, where applicable

Orders received will be confirmed by us in writing according to the customer's wishes as soon as possible. The recipient of the order confirmation must, without delay, check that all items in the order confirmation correspond to the order, and where applicable the recipient must contact us without delay if something is incorrect or doubtful.

2. Prices

All prices are valid until further notice from the current price list's date of publication. In the case of price changes, the price applicable at the time of order applies. We reserve the right to make minor price adjustments without prior notification. In the case of major currency fluctuations or other unforeseen circumstances beyond our control, we reserve the right to change prices with immediate effect.

3. Payment terms

The invoice must be paid such that Englund-Gruppen Flooring AB receives the invoice amount within 30 days of the date of invoice. Payments made after the due date will be subject to interest of 1.5% per month plus the statutory reminder fee.

4. Credit limits

When a customer submits a customer application, a credit check is carried out which is used to determine the creditworthiness of the customer company. We reserve the right to set the credit limit for the customer concerned at our sole discretion on the basis of this information.

This limit may be adjusted up or down without prior notification. Customers that have reached their credit limit may not order additional goods before earlier invoices are paid, even when the latter are not yet due. Customers deemed uncreditworthy will not be given credit but must where applicable make payment directly using a bank card or credit card in advance or at the time of pick-up. Customers granted a credit limit but who do not pay their invoices within the agreed time risk losing the ability to make credit purchases.

5. Special order goods

Goods not held in stock can be acquired at the customer's request. Orders must be in writing clearly stating when the material must be delivered. When the ordered goods arrive in our warehouse, we will invoice the recipient immediately, after which delivery will take place according to the customer's wishes. Special order goods cannot be returned. In the case of larger orders, we reserve the right to ask for a bank guarantee or payment in advance to the extent we deem appropriate at our sole discretion. For further information, refer to the Credit Limits section.

6. Uncollected goods

Customer goods stored at any of our warehouses and which remain uncollected 3 months from the date of arrival, will become the property of Englund-Gruppen Flooring without compensation.

7. Delivery terms

We deliver DAP for orders of a minimum of SEK 3,100 excluding VAT and less any discounts. Where applicable, shipping will be charged for orders less than SEK 3,100 excluding VAT.

Where a delivery is prevented, delayed or impeded as a result of war, import prohibition or a decision by civil authorities or any action, strike, lockout, blockade or

other labour conflict, fire, natural disaster or event arising from other similar circumstances beyond the seller's control, we have the right to postpone delivery for the requisite period of time for all or part of the delivery without liability for damages.

8. Transport damage

Visible damage to goods which may be presumed to have occurred during transport must be reported immediately to the driver. The problem observed must be noted on the waybill and confirmed by the driver, after which damages may be claimed from the haulier. This is necessary to enable us to demand compensation from the haulier concerned. Where appropriate, customers who fail to comply with these instructions will be assumed automatically to have approved delivery and thus may not later lodge a claim for any deficiencies relating to the delivery concerned.

9. Returns

Returns will only be approved following special agreement with us. In the case of saleable returns in unopened packaging, a return fee totalling 20% of the invoiced amount will be charged. Non-saleable material may not be returned. Nor may special ordered goods or cut product's be returned. In order for us to process the return, we require a copy of the relevant invoice. Depending on the nature of the return, we may charge additional fees for processing.

10. Warranties

All deliveries take place in accordance with legislation applicable in the country concerned. ABM 07 applies in the case of deliveries within Sweden.

11. Claims

Claims must be made in writing on a form approved by us and must include information about the nature of the fault, its size and scope. We reserve the right to vary shades and sizes; check before installing. Claims made for these reasons will not be approved after installation. If the purchaser does not make a claim within 7 days of detecting the fault, or from the date when the fault should have been detected, the right to make claims on these grounds is forfeited.

12. General Data Protection Regulation

We process all personal data according to the EU's new data law, the General Data Protection Regulation (GDPR). The Inspiration Company has responsibility for customer-related data regarding our loyalty club Red Carpet Club (hereinafter referred to as RCC) on behalf of Englund-Gruppen Flooring AB, through a data processing agreement (DPA) to be able to communicate within the framework for RCC. This also applies to added value, workshops, suppliers, etc. which are within RCC or where other subcontractors or partners are hired.

The same conditions apply to them, i.e. that customer related data may only be used for communication within the framework of the RCC. Consent to RCC membership is approved actively by the customer on the customer application form and can be terminated whenever the customer wishes. The customer actively consents to communication from Englund-Gruppen Flooring AB the account application, and such consent can be terminated if the customer wishes. To contact the Personal Data Controller for Englund-Gruppen Flooring AB, please contact the company.

SPECIAL TERMS AND CONDITIONS

These special terms and conditions apply to our made-to-measure carpets and orders for fitted carpets, and supplement our general terms and conditions of sale and delivery. The terms and conditions apply until further notice and may be amended with immediate effect without prior notification. Should our printed version differ from the version available on our website, the latter always takes precedence.

13. Ordering of tailor made rugs

We offer free dimensions, which means we are able to supply rugs from our product range in the desired sizes as long as these fall within the length and width dimensions of our stock items. For technical production reasons, we reserve the right for the specified dimensions of area rugs to deviate up or down by approximately 2 or 3 cm in length and/or width depending on how the rugs are manufactured by our producers. When sending orders to us, specify the width dimension before the length dimension. Accordingly, a rug that will be 170 cm wide and 240 cm long is specified by the relevant designation e.g. Marbella 2625 in the size 170 × 240 cm. All incoming orders must be in writing for us to accept them. Because all of our finished rugs are sold by the square metre with free delivery, we are obliged to apply a minimum price per rug corresponding to 1 m² of the current square metre price even if the size of the rug ordered is smaller.

However, in the case of single, small finished rugs that we can deliver together with another rug to the same delivery

address, we apply a minimum price per rug equivalent to 0.5 m² of the applicable square metre price even if the ordered rug is smaller than this.

A surcharge is applied to certain types of made-to-measure rugs. A full-width discount is applied to rugs ordered at full width. See the current price list for further information. Unfortunately, because made-to-measure rugs are manufactured based on specific requirements regarding dimensions and border, we cannot offer open purchase or a right of withdrawal for orders confirmed and put into production or which have already been dispatched. Regarding our other products, we will determine our ability to change an order on a case-by-case basis.

14. Cut lengths or ready-made orders

In the case of orders for cut lengths (cuts across the full width of the carpet roll), we will deliver the specified length with an addition of approximately 10 cm, but only invoice for the number of m² ordered. In the case of ready-made orders (cuts across the length and width of the carpet roll), we will deliver the specified length with an addition of approximately 10 cm in both directions, but only invoice for the number of m² ordered. Note that we are not responsible for calculating the quantity of material needed in each individual case.

15. Special delivery terms

Delivery time is specified by the relevant delivery week and refers to outbound delivery from the warehouse or factory.

Changes to the original order made by the purchaser entitles the seller to a reasonable extension of the delivery time. We assume no financial obligations toward the purchaser in the case of delivery delay beyond our control.

If the goods recipient is not able to receive the goods at the agreed delivery time, the purchaser is liable for the costs that may arise due to extra transportation, storage expenses, insurance, damage etc.

All of our made-to-measure rugs, regardless of size and price, are delivered free (DAP) to our dealers within the mainland of Europe and to the country in which they have their principal place of business. Exceptions may occur. Shipping will be invoiced for all other deliveries.

The specified delivery address must be at ground level unless directly connected by lift into which the goods will fit. Furthermore, the place of delivery must be manned daily between 08:00-16:00. If different opening hours apply, this must be specified in the order so that we can enter the information in the waybill. Also provide the name and telephone number of the contact person at the delivery address.

If delivery must take place to a floor other than the ground floor and no lift is available, the haulier must send an extra person to assist with lifting, and the extra expense thus incurred will be invoiced to the purchaser. If the information regarding assistance is not provided to us, the goods will be returned to the terminal, and the

additional expense thus incurred will be passed on to the purchaser.

For deliveries within Sweden, we can *in exceptional cases* offer delivery to a private address. A surcharge is applied for this service, and we reserve the right to approve or deny such requests on a case-by-case basis. Remember to provide the name and telephone number of the contact person and in general comply with the information above on the delivery address's location and equipment.

When it's time for delivery, the haulier concerned will get in touch and agree a day and approximate time of delivery. If it is later apparent that no one was at home at the delivery address concerned at the agreed time or if the haulier for some reason cannot establish contact with the recipient on the specified telephone number, we will be invoiced for the additional expense, and we reserve the right to pass this on to the purchaser.

We assume that there is adequate equipment at the specified delivery address to enable practical unloading of the delivered material. If this is not the case, the goods will be returned to the terminal, and the additional expense thus incurred will be passed on to the purchaser.

16. Unacceptable grounds for claims

- Claims against delivered carpets for laying wall-to-wall will not be accepted if the carpet has already been cut or laid.

- Claims against delivered carpets that have been modified by a third party will not be accepted if the carpet has already been cut, edged or modified in any other way.

- We are unable to accept claims related to persistent indentations. With time, almost all floor coverings show indentations from furniture which may sometimes be perceived as a nuisance e.g. when moving or replacing furniture. Some marks will disappear after a time, while others never will. If this is an important aspect, choose a firmer, smoother type of carpet into which furniture is unable to leave deep indentations.

- Colour changes in the underlying floor attributable to the effect of the sun or which are likely to have arisen from a reaction between the carpet and the underlying floor are beyond our control and cannot be used as grounds for a claim.

- Rugs and carpets containing sisal, viscose or seagrass are sensitive to contact with water. Viscose, which is a cellulose fibre, is particularly sensitive to water and when untreated develops unsightly patches following contact with water. Our viscose rugs and carpets and some of our sisal rugs and carpets are impregnated in the factory, which means they have a somewhat enhanced resistance to water, and provide a little more time to remove any spillage. - We are unable to accept claims concerning rugs and carpets made of sisal, viscose and seagrass that relate to contact with water.

We are unable to accept claims arising from incorrect care. Nor are we able to accept claims originating from stains that cannot be removed or if stain removal results in permanent changes in colour.

- Seagrass, sisal, viscose and wool are all natural fibres. and therefore the texture of these flooring materials can be somewhat irregular. The shades of dyed fibres may also vary slightly. Thus when placing an order, bear in mind that rugs and carpets delivered on different occasions may display different shades of colour, and that this does not constitute grounds for a claim.

- Another characteristic of natural fibre is sensitivity to temperature differences and changes in humidity.

- Seagrass expands in high humidity and shrinks in dry indoor climates, while sisal, which is a cactus fibre, reacts in the opposite way. In the case of wool, there is no noticeable change due to moisture or water. Changes due to the above do not constitute acceptable grounds for claims.

- Bear in mind that dyed rugs and carpets made from natural fibre are never completely colour-fast, but are affected by UV rays from the sun, and that the colour in rugs and carpets exposed to sunlight will change over time. In general, darker rugs and carpets are more sensitive to sunlight than those that are lighter and have more natural colours. We are unable to accept claims lodged on the basis of these reasons.

- Because it is generally accepted that natural fibre floor coverings can develop what is known as bowing, i.e. certain pattern lines become wavy or crooked, bowing is not acceptable grounds for a claim.

- It is common for rugs and carpets made from wool and viscose to shed during longer or shorter periods of their life. Shedding does not constitute grounds for a claim, but is perfectly normal and in most cases stops after a certain period of time. Some of our sisal products also shed fibres throughout their lifetime. This applies especially to products that are a little heavier and more loosely woven, and is normal.

- To make our claims process as quick and simple as possible, we try to determine each claim case based on photos and other information that we obtain from our dealer. In cases where it is subsequently shown that the information provided was incorrect, we reserve the right to invoice the dealer concerned for a new rug or carpet if the order has already been confirmed, is in production, or has been produced and shipped.

- Warranties may exclude surfaces and areas subject to extreme wear. Examples of such areas are turning points in high-traffic areas, areas subject to a lot of direct sunlight, stairways, queuing areas as well as high-traffic seating areas where heavy footwear is used. In the case of excessive wear in the above-mentioned areas, we make assessments on a case-by-case basis regarding what can be considered a reasonable life expectancy.

17. Selective distribution/termination of existing agreements

We have a selective distribution system concerning new resellers and when receiving inquiries from new potential resellers we take several objective factors in account. Besides checking the creditworthiness, we also evaluate the existing products and brands that any such customer may sell. Our business model is also based on us working with a limited number of resellers.

Existing agreements are valid with a mutual notice period of three (3) months. We reserve the right to immediately terminate the co-operation with resellers who fail to pay outstanding invoices according to agreed payment terms, are acting against us, customers or competitors, or in a way that is inconsistent with good business practice, good service or good customer service.