

General sales and delivery terms & conditions for HARTING AB

This document is valid as from 1 March 2017 until further notice.

This document replaces "General Sales and Delivery Terms and Conditions for HARTING AB" which was valid as from 1 September 2016.

In general, the following "General Terms and Conditions" apply for all quotations, sales, deliveries and other services, including in those cases where the buyer stipulates other terms and conditions. Any divergence from this applies only if HARTING AB has declared its agreement in writing to such a practice.

1) Documentation

All illustrations, measurements, weights and other descriptions as well as references in our catalogues, brochures, price lists or other proprietary documentation, etc. is only for guidance and is not binding.

2) Prices

All prices in our price lists, offers, invoices and similar exclude value added tax and other possible government taxes and charges. In addition, commodity surcharge may be added to the specified prices. HARTING AB reserves the right to change the prices without advance notice. The prices include factory packaging and marking of the product..

3) Fees

HARTING AB reserves the right to charge administrative fees for requests that are over and above HARTING AB's standard offering.

HARTING AB reserves the right to compensate itself for costs that are outside HARTING AB's control.

4) Offers

Unless otherwise is stated, offers are valid for 30 days. Offers are only binding if the grounds for our offer (goods prices, exchange rates, custom duties, transport, delivery times and other terms and conditions and costs) are still valid for HARTING AB on receipt of the final customer order.

5) Order

HARTING AB reserves the right to change guideline prices and similar for our products without advance notice. Unless otherwise has been agreed, HARTING AB's current pricelist shall apply. HARTING AB reserves the right to charge new prices in cases where our supplier has notified us of them. Changes, such as increases in labour costs, material costs, etc., received after a customer order has been registered in our system does not entitle the buyer to cancel the order. For orders with an invoice value of less than EUR 200 excl. value added tax, an administration charge will be added. Customer orders from our standard range may only be cancelled by agreement. Customer orders including customer-specific or specially ordered goods may not be cancelled without written confirmation from our supplier. For deliveries of customer-specific or specially ordered goods, HARTING AB reserves the right to deliver up to 10 % over or under the quantity ordered, or the equivalent of the standard quantity for that particular supplier. If unexpected circumstances arise, such as delay in or impossibility of delivery, including for our supplier, HARTING AB is entitled at its discretion to cancel the contract in whole or in part without becoming liable for damages or other compensation.

6) Order confirmation

In order confirmations, the delivery times advised are as per the best estimate and calculated from the day complete information about delivery is available. Confirmed prices and discounts are based on the list prices applicable at the time of the order confirmation and HARTING AB reserves the right to change the prices to the prices that apply on the delivery date.

7) Delivery

HARTING AB is entitled to make part deliveries at any time. In the event small quantities are ordered, HARTING AB is entitled to increase the quantity to minimum order quantity.

8) Freight

HARTING AB uses Incoterms FCA and hire the carrier, which is paid by the customer. All goods are delivered in the manner HARTING AB finds most suitable. The cost of freight is separately shown on the invoice. Extra administration fee will be added to the invoice for delivery's that are not standard freight. Standard freight includes deliveries within Sweden. HARTING AB does not accept the risk and does not compensate the cost of damage or delays, etc. of uninsured consignments.

9) Guarantee terms

HARTING AB strives to always deliver products that fulfil the standards and specifications stated in our data sheets and other technical specifications. If these specifications are not fulfilled, HARTING AB will replace the faulty goods free of charge to the customer. HARTING AB accepts no liability for faults or reduced returns from faulty deliveries. HARTING AB is not liable for any loss of income from work or other indirect losses. Any complaints relating to quality, faulty construction, material or manufacture must be made within a 12 month period from the delivery date. Transport damage must be reported within 24 hours of receipt. Complaints not relating to quality must be made within 8 days of the delivery date.

10) Product liability

HARTING AB is only liable for personal injury if it can be proved that the injury has been caused by negligence on the part of HARTING AB itself or others for whom HARTING AB is responsible. HARTING AB is not liable for damage to fixed or moveable property. HARTING AB is not liable for any loss of income from work or other indirect losses. To the extent HARTING AB incurs liability towards a third party, the buyer is obliged to compensate this itself to the same extent as our liability and limited by the preceding paragraphs. If a third party makes a claim against any of the parties for liability according to this clause, the party shall notify the other party. HARTING AB and the buyer are mutually obliged to bring a case at the court that deals with a claim made against one of them based on damage claimed to be caused by the delivery. Our liability for damage to property is under all circumstances limited to EUR 500,000.00. Any legal process shall be brought in Swedish courts.

11) Returns

New, unused goods from our standard range in their original state and with unbroken packaging may be returned within a period of 90 days after delivery, but only by agreement and only for a fee of at least 25 % of the invoiced value. In the event a request is made for a later return, we will charge a fee of 50 % of the invoiced value. Order lines with invoice value of less than EUR 100 are not credited. In the event HARTING AB demands advance payment, this amount will be deducted from the final invoice. Order number and delivery date shall be stated for returns. Specially produced or specially ordered goods (product group K among others) cannot be returned.

12) Payment terms

According to agreement. HARTING AB may change its payment terms at any time. In the event of late payment, a late payment fee and interest on late payment will be charged according to the Interest Act. Any complaint against delivery does not entitle the buyer to withhold payment for invoiced goods. For orders of customer-specific and specially ordered goods or services, HARTING AB reserves the right to demand advance payment.

13) Other terms and conditions

In addition to these terms and condition, Svensk Elektronik Allmänna Leveransbestämmelser - SEAL 2012 - issued by the industry organization Svensk Elektronik also apply. Download as PDF here