

GENERAL TERMS AND CONDITIONS – B2B

These general terms and conditions apply to all sales between Warmogo AB, company registration number 559494-5858, hereinafter referred to as the Seller, and a business customer approved by the Seller, hereinafter referred to as the Buyer.

The terms apply to all purchases made through the Seller's webshop and form an integral part of the agreement between the parties.

1. Scope

These terms apply to all sales of goods and services via the webshop. The Buyer's own terms shall not apply unless accepted in writing.

2. Formation of contract

A binding agreement is concluded when the Seller issues an order confirmation. The Seller reserves the right to refuse orders or require advance payment.

3. Prices, VAT and Payment

3.1. All prices are stated exclusive of VAT and any additional costs.

3.2. For intra-EU sales to VAT-registered businesses, the reverse charge mechanism shall apply in accordance with applicable legislation, provided that a valid VAT number has been supplied.

3.3. Webshop (warmogo.se)

All orders placed via the webshop are subject to payment in advance using the payment methods made available by the Seller. Orders will only be processed once payment has been received.

3.4. Manual Invoicing (by separate agreement)

Invoice payment is only offered subject to prior agreement and approved credit assessment.

Payment shall be made within 10 days net from the invoice date, unless otherwise agreed in writing.

An **invoice administration fee of SEK 60** will be charged for invoice payments.

3.5. Late Payment

In the event of late payment, statutory interest pursuant to the Swedish Interest Act (1975:635) will be charged, together with any applicable reminder and collection fees.

3.6. Credit and Amendment of Terms

The Seller reserves the right, at any time, to amend payment terms, request advance payment, or refuse credit.

3.7. Minimum Order Value

The Seller currently does not apply any minimum order value requirement.

3.8. Retention of Title

Title to the goods shall remain with the Seller until full payment has been received.

4. Dispatch and transfer of risk

4.1 Dispatch

Dispatch times are preliminary. Stock items are normally dispatched within 3–5 working days from order confirmation. Made-to-order items are dispatched as agreed.

4.2 Transfer of risk

Risk passes to the Buyer when the goods are handed over to the carrier.

5. Complaints and returns

5.1 Inspection and complaints

The Buyer shall inspect the goods upon receipt. Complaints must be made in writing within 14 days.

5.2 Custom-made goods

Custom-made or modified goods are non-returnable unless otherwise agreed in writing.

5.3 Returns

Approved returns must be unused, in original packaging and fully resalable. Return shipping is borne by the Buyer.

6. Warranty and liability

6.1 Warranty

Any warranty is provided in accordance with the product warranty terms or as stated in the order confirmation.

6.2 Limitation of liability

The Seller shall not be liable for indirect losses such as loss of profit, loss of production or other consequential loss.

6.3 Scope of liability

The Seller's total liability is limited to the value of the relevant delivery.

7. Force majeure

The Seller shall not be liable for delays or failure to perform caused by circumstances beyond the Seller's control, including but not limited to natural disasters, war, strikes, governmental actions or transport disruptions.

8. Personal data (GDPR)

Personal data is processed solely to the extent necessary to perform the agreement, handle payment, delivery, administration and comply with legal obligations.

Processing is carried out in accordance with applicable data protection legislation. Further information is provided in the Seller's separate Privacy and Cookie Policy, which forms an integral informational part of the agreement.

9. Governing law and disputes

These terms are governed by Swedish law.

Disputes shall be settled by the District Court of Malmö.

10. Language

In case of discrepancy, the Swedish version shall prevail.