

Terms and conditions

1. Applicability

These general terms and conditions apply to all deliveries by Ogeborg of interior materials such as flooring, rugs, carpets and ceiling tiles (hereinafter referred to as the "Material"), unless otherwise agreed in writing between the parties.

2. Delivery

The delivery destination and estimated delivery time shall be specified in the relevant order confirmation. Unless otherwise agreed in accordance with section 1, delivery of the Material shall be made to the destination stated in the order confirmation in accordance with Incoterms 2020.

3. Cancellation

Changes or cancellations cannot be accepted once production or processing has commenced. Custom-made Material cannot be cancelled. If a cancellation is accepted, Ogeborg reserves the right to charge the buyer a cancellation fee amounting to 40% of the order value, in addition to any other potential costs.

4. Delay

4.1 General

A delay shall be deemed to exist if Ogeborg has not delivered the ordered Material by the estimated delivery time stated in the relevant order confirmation in accordance with section 2 above.

4.2 Delay in delivery of stock material

In the event of delayed delivery of Material held in stock by Ogeborg, the buyer shall request delivery by written notice ("Notice Date").

If delivery has not taken place within a reasonable time thereafter, normally within four (4) weeks from the Notice Date, the buyer shall be entitled to cancel the purchase.

4.3 Delay in delivery of custom-made material

4.3.1 Remedies for delay

If delivery of custom-made Material is delayed, the buyer shall request delivery in writing ("Notice Date").

If delivery has not taken place within a reasonable time thereafter, normally within six (6) weeks, the buyer shall be entitled to liquidated damages in accordance with section 4.3.2 below from the Notice Date until delivery takes place, provided that it cannot reasonably be assumed that the buyer has suffered no loss.

4.3.2 Liquidated damages

Liquidated damages under section 4.3.1 shall accrue for each full week following the Notice Date until delivery of the Material and shall be calculated as a percentage of the purchase price attributable to the Material, or the part thereof, not delivered on time.

Purchase Price (SEK)	Liquidated damages per week
0 – 500 000	0,5%
500 001 or more	0,25%

No additional damages for delay shall be payable during any period for which liquidated damages are paid as stated above.

4.3.3 Cancellation

The buyer shall only be entitled to cancel the purchase of custom-made Material if liquidated damages under section 4.3.2 have accrued for six (6) weeks without delivery of the delayed Material.

Cancellation must be made in writing.

4.4 Limitation of liability for delay

Under no circumstances shall Ogeborg be liable for indirect or consequential damages resulting from delay, including but not limited to loss of profit, production loss or claims from third parties.

The buyer shall not be entitled to claim liquidated damages, damages or cancellation if the delay is caused by transport carriers or by circumstances referred to in section 6.

5. Defects

5.1 Inspection obligation

The buyer is responsible for inspecting the delivered Material immediately upon delivery or partial delivery.

5.2 Claims

Any defects in the Material must be reported to Ogeborg in writing immediately upon receipt of delivery in order for the claim to be valid.



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5.3 Ogeborg's liability for defects

The delivered Material shall be considered defective if:

- a) the width and/or length deviates by more than 3% from the ordered dimensions;
- b) the colour deviates significantly from the approved colour sample, other than deviations resulting from the manufacturing technique or the nature of the Material;
- c) the weight deviates downwards by more than 12% from the specified weight; or
- d) the Material otherwise deviates from the agreed technical specification.

For Sisal and other Materials made from natural fibres, separate and wider tolerances apply (see Ogeborg's technical data sheets for these materials). Specified yarn weight refers to the amount of yarn used per square metre during production of the Material.

Ogeborg's liability for defects means that Ogeborg shall, within a reasonable period after a valid claim and at its own discretion, remedy the defect, replace the Material or grant a price reduction. Apart from the situations described under a)–d) above, no remedies may be claimed against Ogeborg due to defects unless Ogeborg has acted with gross negligence.

5.4 Warranty and special warranty

Ogeborg provides a general material warranty of five (5) years for its products. The warranty applies only provided that the Material has been used as intended according to its specifications and that the care instructions for the relevant product have been followed.

Separate warranty conditions apply to hand-woven and hand-tufted rugs and carpets, depending on the customer's use of the product.

Specific written warranties regarding durability and maintenance instructions may be agreed separately.

5.5 Limitation of liability for defects

Under no circumstances shall Ogeborg be liable for indirect or consequential damages resulting from defects, including but not limited to loss of profit, production loss or claims from third parties.

6. Force Majeure

The following circumstances shall constitute grounds for exemption from liability if they occur after the agreement has been concluded and prevent fulfilment of the agreement:

Labour disputes and any other circumstances beyond the parties' control, including but not limited to fire, war, mobilisation, military call-ups, government seizure, requisition, currency restrictions, riots and civil unrest, strikes, shortage of transportation, general shortage of goods, rejection of major workpieces, restrictions in the supply of power, and defects in or delays from subcontractors that could not reasonably have been avoided.

7. Payment terms

Ogeborg reserves the right to perform a credit assessment of the buyer.

If the credit assessment is approved, payment shall be made against invoice due thirty (30) days from the invoice date. For larger production volumes or custom-made products, the buyer shall, upon request, provide payment security within five (5) days.

If the credit assessment is not approved, payment shall be made in advance prior to delivery or, if security is provided, against invoice with thirty (30) days net payment terms. Any required security shall be provided at the buyer's expense and may consist of a bank guarantee approved by Ogeborg or a cash deposit to Ogeborg's account.

In the event of late payment, default interest shall accrue from the due date at the reference interest rate +16%.

8. Retention of title

If credit has been granted in accordance with section 7, the Material shall remain the property of Ogeborg until fully paid for, provided such retention of title is valid under applicable law.

Until full payment has been made, the buyer shall not dispose of the Material in any way that may jeopardise Ogeborg's right of repossession.