

Purchasing and membership terms and conditions JulaPro®

General

These general terms and conditions (Terms) apply to membership in Jula AB's (hereafter Jula) loyalty club JulaPro, the use of the JulaPro app (App) and, where applicable, all purchase agreements that the company concludes with Jula Sverige AB (hereafter Jula Sverige) as a member of JulaPro.

JulaPro is a benefit and loyalty programme for companies, associations, foundations and other legal entities (hereafter company). As a member of JulaPro a company accumulates bonus points for products that the company purchases from Jula, as described in further detail below.

Membership

Only companies can become members of JulaPro. Natural persons cannot be members in their individual capacity.

Membership is free and to become a member an authorised representative of the company must fill in the company's details on the application form and approve the Terms on behalf of the company. By approving the Terms on behalf of the company the representative guarantees that they are authorised to approve these Terms on behalf of the company, that the Terms have been fully understood and accepted, and that the details for the company are correct. In connection with the company becoming a member of JulaPro the representative also receives information on the processing of personal data by Jula and Jula Sverige in accordance with Jula's Integrity policy.

The company must notify Jula in advance of the company's representative(s), i.e. persons who are authorised to use the App and make purchases on behalf of the company (representative/user). The first time a user uses the App, he/she receives information on Jula's processing of personal data in accordance with Jula's Integrity policy.

The company must notify Jula immediately of any change of the company's name, address, administrator or authorised representative.

Jula reserves the right to terminate the company's membership if the company or a user appointed by the company breaches these Terms, can be suspected of committing a crime against Jula Sverige, has outstanding debts in relation to Jula Sverige, or goes bankrupt. Termination of membership will result in the loss of bonus points and other unclaimed premiums.

Purchasing

Purchases in accordance with membership of JulaPro are made when a company representative shops in Jula's Swedish department stores or, orders products if this possibility exists. The representative must provide proof of identify to Jula and therefore be registered as the company's representative. The company is responsible for all transactions concluded by the representative in the name of the company, including costs and fees in accordance with these Terms and attributable to such transactions. The company is also, when applicable, responsible for any credit.

It is the responsibility of the company to ensure that representatives are authorised by the company, to delete representatives who are no longer authorised from the membership account, and to contact Jula to cancel the authorisation of such representatives.

Jula Sverige reserves the right to adjust prices, change products, and make improvements on an ongoing basis. Purchases made in the name of another person or company without their consent or authorisation, or which otherwise entail that Jula Sverige suffers financial or other loss, will be reported to the police and can also lead to a claim for damages from Jula Sverige.

Payment options and terms of payment

The company can pay Jula Sverige in cash, with major credit/debit cards, or by invoice or e-invoice.

The company can apply to become an invoiced customer, subject to a customary credit rating. Payment can be made by invoice when the company has been approved by Jula Sverige. A credit rating is normally automatic on applications for membership in JulaPro.

Purchases with payment by invoice are normally invoiced the day after the purchase with a term of payment of 30 days from the date of the invoice. The due date is specified on the invoice.

Jula Sverige is entitled to change and cancel an approved credit limit if new information emerges in relation to the company, if the company has defaulted on payments, or a new credit rating shows that circumstances have changed. Credit ratings for the company are made on an ongoing basis, or in connection with the company's application.

A reminder fee, currently SEK 60, is charged if Jula Sverige does not receive payment for an invoice on the due date. Interest on arrears is also debited on the due amount at a rate of 2% per month.

Advance notice of credit

Jula Sverige is entitled to claim immediate payment of the company's entire outstanding debt, if the company is an invoiced customer and any of the following circumstances arise:

1. the company is more than one month in arrears with payment of an amount exceeding ten per cent of the amount on an invoice;
2. the company has failed to pay on time on several occasions, so that Jula has been obliged to send payment reminders;
3. the company is significantly late with payments in some other way;
4. information has emerged that could mean that the company's credit limit would not be approved in a new credit rating;
5. security provided for the credit has significantly deteriorated; or
6. it is apparent that the company is avoiding to pay its debt by way of abscondence, avoidance, removal of assets or otherwise.

Payment liability

The company is subject to payment liability. The company is liable for all purchases for payment by invoice made by its representatives and is responsible to ensure that the approved credit limit is not exceeded.

If payment is not received on time the company's JulaPro membership will be suspended for new purchases. The suspension can be lifted once the debt, including interest and fees, has been paid in full.

If a claim is handed over to a debt collection agency, statutory collection fees and interest for late payment at 2% per month will be added.

Retention of title

Jula Sverige retains ownership of products sold until full payment has been made. The company is therefore not entitled to resell or transfer products until they have been paid for in full. If the company fails to fulfil its part of the agreement, i.e. fails to comply with the Terms, Jula Sverige is entitled to repossess the products.

Risk and product liability

Product liability passes to the company on delivery of the products. This means that the company must pay for the products even if they are destroyed, lost, have deteriorated or diminished as a result of an event beyond the control of Jula Sverige.

Jula and Jula Sverige are only liable for damages covered by their business insurance and provided that the insurance provider approves payment where appropriate. Other than in such cases, liability is limited to a maximum amount consisting of the purchase price of the products in question. Jula and Jula Sverige cannot be held liable for indirect damages. (The above shall not be considered to limit Jula Sverige's liability under the Product Liability Act).

Bonus programme

Membership of JulaPro means that loyal purchasing results in a bonus voucher after the end of the year in accordance with the annual bonus ladder on the website. Bonus vouchers can be used as payment or part-payment for new purchases in any of Jula's Swedish department stores. The voucher must be shown when redeeming the bonus voucher, and can only be used once. Unclaimed bonus value is received as a gift voucher from Jula Sverige. No cash refunds are issued, bonus vouchers cannot be redeemed against cash and cannot be used as payment for spare parts. Bonus vouchers cannot be credited against, or used as payment for any deficit balance. The valid period for the bonus voucher is specified on the voucher.

In view of regulations concerning public, municipal, county council or other government organisations, such organisations receive their bonus in keeping with such regulations instead of as a bonus voucher.

The full terms of the JulaPro bonus programme are set out separately on the JulaPro website/app.

Special terms for the App

There is no charge for downloading or using of the App.

The agreements concluded by Jula with the companies that supply the marketplaces for applications where Jula has chosen to make the App available to download include requirements that the users of the App must fulfil certain special conditions for the benefit of such companies. By approving these Terms, the user agrees to comply with such special terms, which are set out below:

- a) The user agrees that these Terms apply only between the user and Jula, and not between the user and the company that supplies the marketplace for the App.
- b) The user agrees that Jula, and not the company that supplies the marketplace for the App, is solely liable for the App and its content.
- c) The user confirms that the company that supplies the marketplace for the App has no obligation with respect to maintenance and support services concerning the App.

- d) The user confirms that Jula is solely liable, in accordance with these Terms, for all potential claims, losses, claims for damages, damages, expenditure or costs that arise as a result of non-compliance with any guarantees, except such guarantees as may be made by the company that supplies the marketplace for the App.
- e) The user confirms that Jula is solely responsible in accordance with these Terms for addressing all claims from the user, or third party, in relation to the App, or the user's possession and/or use of the App.
- f) The user agrees, in the event a third party asserts that the App infringes such a party's intellectual property rights, that Jula, and not the company that supplied the marketplace for the App, is solely responsible, in accordance with these Terms for investigating, defending, settling and eliminating all such intellectual property claims.
- g) The user confirms that (i) he/she is not based in a country which is subject to a US embargo, or which has been designated by the US as a "state sponsor of terrorism"; and that (ii) he/she is not listed by a US government agency as a denied or restricted party.
- h) The user agrees that the company that supplies the marketplace for the App marketplace has a right to become a party to these Terms and to enforce the Terms in relation to the user as a third party beneficiary.
- i) In addition to these Terms the user agrees to comply with any applicable third party contractual terms.

Intellectual property rights

All intellectual property rights and technical solutions concerning the App are the property of Jula or, if applicable, a third party with whom Jula collaborates. Jula and its partners retain all intellectual property rights to all information provided via the App and to all other publicised materials, logotypes, images, videos, databases, etc. Materials described in this clause must not be used by the user without the written consent of Jula, unless such use is not necessary for the user to be able to use the App according to these Terms.

By these Terms the user is granted a non-transferrable license during the term of the agreement to use the App on the device on which the App is used, e.g. Apple or Android phone or tablet, and which the user owns and controls.

The user may not (and must not attempt to) (1) carry out reverse engineering, decompile or disassemble the code for the App except to the extent permitted under mandatory law, (2) circumvent any technical limitations in the App, (3) make more copies of the App than permitted under mandatory law, (4) make the App available for others to copy, (5) distribute, sub-license, lease, let, or lend the App, or (6) transfer the App or these Terms to a third party.

Personal data

Personal data that can be processed is the name, personal identity number, address, email address, telephone number, and customer number. Transaction and communication history will also be registered in relation to the customer number.

We process personal data for identification of purchases, administration of membership (to issue bonus points in accordance with these terms and conditions), and to provide you with marketing and other relevant offers. Personal data is also used for the basis of analysis and statistics.

Jula is the personal data controller for the processing of personal data in accordance with these terms and conditions. Personal data will not be sold or transferred to companies outside the group except for the purpose of processing on Jula's behalf, e.g. printing, distribution, or administrative purposes. Such cooperation is established with a support agreement to ensure that the processing of your personal data is in accordance with these terms and conditions.

Personal data processing takes place because it is necessary for us to comply with our agreement with you and to send legitimate marketing and relevant offers to you. Processing for analytical and statistical purposes takes place for the legitimate development of our business. Processing also takes place so that Jula and Jula Sverige can comply with legal obligations in accordance with the law.

Personal data is stored and processed as long as respective persons are approved to purchase on the company's account and for 36 months thereafter.

The registered person is entitled to information from Jula on the processing of the personal data that concerns the person. The person is also entitled to have the data corrected and/or supplemented, and in some circumstances deleted (e.g. if it is no longer necessary for the original purpose and/or the person can no longer purchase in the name of the company). The person is also entitled to data portability, which means they can request a register extract of the personal data in a format that can be transferred to another personal data controller. The person can at any time notify Jula that marketing material is no longer required by contacting ClubSupport (tel. 0511-34 20 00).

For more information on Jula's personal data processing, see the JulaPro Integrity policy at www.jula.se.

Termination

The company's membership in JulaPro can be terminated by Jula and the company with a notice of 30 days. The termination must be made in writing.

Jula can terminate the membership if the company abuses the JulaPro membership and substantially breaches its obligations under these Terms. If a company that is an invoiced customer has not used its credit, Jula is entitled to cancel the approved credit limit with immediate effect without notice.

Once the notice period has expired the entire debt of the company falls due for payment to Jula.

Force majeure

In the event of force majeure, such as a strike, transport disruptions, import or export embargos, staff sickness or other circumstances beyond the control of Jula or Jula Sverige, it can happen that Jula or Jula Sverige cannot fulfil their obligations under these general terms and conditions for the duration of the force majeure. If the force majeure continues for more than two months and Jula's obligations are postponed as a result for more than two months, the company and/or Jula is entitled to give notice of the agreement without any sanctions.

Notification

If a notification is sent to the company by letter to the address registered for JulaPro membership, the notification will be considered to have been received by the company no later than the seventh working day after it was sent.

Changes to terms and conditions

Jula is entitled to change these Terms, the terms and conditions of the bonus programme and the interest for the credit and fees by notifying to the company to this effect. If notification is by advertisement, a notification will also be issued of the change when the next notification or account statement is sent to the borrower.

Jula Sverige is entitled to cancel the credit in full to the extent it is unused and this is reasonable. In this case, the borrower will be notified immediately of the change.

Miscellaneous

The information on Jula's website and in the App can contain technical inaccuracies or typographical errors. You are welcome to contact Jula's customer service to point out any such technical or typographical errors.

Jula reserves the right to assign its rights and obligations under this agreement. Jula is entitled to assign or pledge claims.

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