



**Trading Terms and Conditions – B2B International
Effective from 1 April 2023**

AUTHORIZATION: Sale of KWA Airsoft products are subject to MFRE AB application process and credit policy requirements. All MFRE AB's customers in Europe must have a permanent business location with consistent business hours. Trading Terms and Conditions below apply to all future transactions with MFRE AB. By signing this T&C and placing an order with MFRE AB the reseller accepts these Trading Terms and Conditions.

PRICING: Please refer to our current price list. The pricing is in USD, on client request, can be converted into EUR. Exchange rate will be set according to MFRE AB's bank "Buy rate" at the day of the invoice. MFRE AB reserves its right to change the price list without advance or prior notice.

MAP POLICY: resellers agree to abide by MFRE AB Minimum Advertised Price (MAP) agreement. Signed MAP agreement is precondition to any commercial base cooperation. Sending of a signed copy back to MFRE AB, KWA Europe is mandatory.

PAYMENT TERMS: Payment in advance unless otherwise agreed. 10 Day terms is possible upon credit approval. monthly finance charge of 3.2 % will be applied to any overdue balance. Electronic funds transfer will be assessed a \$15 Bank charge. PayPal & credit card charges will be assessed a 3% service charge. Payment shall be remitted to MFRE AB; **Org.Nummer-559083-7026, Plusgiro Nr- 834248-7**
IBAN: SE56 9500 0099 6026 0834 2487 **BIC:** NDEASESS (accept SEK, USD, EUR). All Credit card purchases are at net price.

FREIGHT: Resellers are expected to arrange a pickup. Terms are EXW Uppsala. MFRE AB offer its clients the service of organize and book the freight forwarder. in case MFRE AB prepaid the freight as part of the booking service, the cost will be charged to the reseller on the invoice according to the applicable rates from the freight forwarders plus a service fee. Orders shipped to within EU or Europe will ship freight prepaid. Shipping charges will be added to the invoice of orders unless otherwise was agreed in written. **All orders are freight collect.** Note that it is agreed in this terms that the goods are always deemed to be delivered to the buyer once they are handed over to the first freight forwarder at MFRE AB's warehouse in Sweden.

Order fulfilment time frames are between 2 days and up to 3 weeks from payment received date.

DROP SHIPMENTS: MFRE AB will drop ship orders within Europe for a minimum of \$15,000 or more at no additional charge to any one location. Drop ship orders below \$15000 will be assessed 15% service charge of the invoice total or a minimum of 250 USD. Freight charges and taxes if applied will be added to the invoice.

INSURANCE: MFRE AB's service does not include any insurance of goods while in transportation. The reseller carries the entire risk once the ordered goods are handed over to the freight forwarder. It is the buyer's sole responsibility to insure the goods separately while in transit (from pick up by the freight forwarder until reached final destination). It is agreed that MFRE AB's will not cover any kind of loss or material damage of goods during transport.

ORDERING: while made by email or phone, must be followed by the reseller confirmation of the invoice in writing, if any adjustment are needed the reseller must clearly mentioned it before payment. All advance payments shall be made visible at MFRE AB bank account within 14 days from the invoice confirmation date. Invoice and order will be cancelled, if payment is not made within this time frame. same day orders will be combined into one invoice.

FREIGHT CLAIMS: The reseller is responsible for acceptance of the shipment. All shortages or damages must be noted on the delivery receipt by the receiving department. Any shortage or damage must be reported to MFRE AB Customer Service Department within Maximum three business days of receipt.

KWA EUROPE

info@airsofteu.com / www.KwaEurope.com

POBOX 555555 , Malmö Sweden, VAT# SE559083702601



During transport, to clear any doubts, In the event that goods are lost or the freight forwarder has confirmed in written that the goods have been damaged (during transport), the reseller must contact its insurance company immediately.

OPEN PURCHASE POLICY: The right to return products (open purchase) applies for 30 days from the invoice date and the right to return only applies if the products are returned in undamaged original packaging. Up to 30 days from dispatching date, the products will be refunded or credited in full. Between 30 and 60 days from dispatching date, the products will be credited in full. Any product returned later than 60 days from the invoice date will not be accepted as a returned product. The right of return does not apply to specially ordered products and campaign goods. Returned products must be forwarded to our service department in Sweden.

RETURNS: Please contact MFRE AB Customer Service info@airsoftEU.com for a Return Authorization, (RA) number. All returns must first be approved and are subject to the following:

- Return Authorization (RA) numbers will not be issued without a valid order or invoice number.
- Credit or product replacement will not be issued until all merchandise listed on the original RA is returned.
- A restocking charge of 15% will be applied to all returns excluding warranty products after 30 days.
- Freight must be prepaid by the reseller.
- Credit will be issued based on the actual parts and quantities returned and subjects to functionality test.

WARRANTY: MFRE AB solely exchanges or repairs new products with Manufacturing Defects up to 12 months unless otherwise specified in the below stated terms and conditions. MFRE AB reserves the right to evaluate if returned products are covered by the warranty before confirmation of the right to return the products under warrantee.

MANUFACTURING DEFECTS AND WARRANTY RETURNS: Manufacturing defects will be repaired free of charge for a period of 12 months from the reseller's purchase date. Repairs will be carried out for a charge after 12 months. Out of warranty repairs are invoiced with a minimum rate of 30 EUR and an hourly rate of 60 EUR pulse the additional Swedish VAT if applies.

Exchange/repair service due to Manufacturing defect is conditional to the followings:

- The claim was received within the first year from MFRE AB's invoice date.
- The returned product appears as new.
- The product must be returned in its original packaging to the extent possible.
- Returned products must include a filled service RMA form and RA number.
- Returns without RMA form will be charged with 75,00 EUR and for the time used to identify the error.
- A receipt with the reseller's sales date must be enclosed.
- No attempts to disassemble or open the product were made.
- The reseller has given the end-user the necessary instructions in connection with the sale.
- Movable parts and wearing parts such as Springs, Valves and Seals are not covered by the warranty.
- Only new, compatible and original BBs/pellets have been used.
- The BBs/pellets had only been used once.

User-Errors: Products will not be exchanged due to User Error related issues.

Examples of user-related issues are as follows (not limited to): - The equipment has been dropped or malformed as result of trauma, - The magazine has not been correctly inserted or removed. - The product has been damaged by fire due to but not limited to the misuse of lithium batteries. - The product has been dissembled by the user.

REPAIRS: The buyer will cover all freight costs to MFRE AB service department in Sweden. Repaired products will be sent from the warehouse to the retailer/wholesaler with the buyers next order or within 28 working days from the receipt in our service department in Sweden. MFRE AB will cover the freight cost to the customer if the return subjects to warrantee. In case the warranty is denied, the customer can be charged for freight and repair costs. Repairs must always be sent directly to the service department in Sweden, with a RMA form (one per repair job). A fee of 75EUR will be charged in case an RMA service form is not enclosed.

KWA EUROPE

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BOOKABLE ITEM: The term “Bookable Item” indicates items, which are offered with limited or no quantities on stock. Therefore, additional delivery time must be expected in case the product is sold out or specifically if larger quantities are requested. Delivery time may be different from item to item.

RESERVATIONS: MFRE AB reserves the right to change and/or update price lists and the content of these Trading Terms and Conditions without prior notice. Latest pricelist Information is available on request. Reservations are made for out-of-stock products and MFRE AB reserves the right to discontinue products or change its pricing without further notice. MFRE AB does not take responsibility for printing errors and is not responsible for misprints in these Trading Terms and Conditions, price lists and catalogues.

LIMITATION OF LIABILITY: Any claim against MFRE AB cannot exceed the invoiced value of the products sold. MFRE AB shall not be liable for financial loss, capital loss, loss of profits and/or other indirect losses arising from the customer's orders from MFRE AB, including any indirect loss arising from defective goods or product liability or caused the delay of the shipment of the ordered goods.

LEGISLATION CONCERNING SALES OF AIRSOFT DEVICES AND RELATED ACCESSORIES: In many countries Airsoft devices are comprised by the arms legislation, which stipulates that Airsoft devices may not be sold in certain specifications, colours or age. It is the sole responsibility of the dealer to know and comply with local legislation and to instruct their customers in the correct use of Airsoft devices and related accessories.

INTELLECTUAL PROPERTY RIGHTS: MFRE AB and KWA International is the owner of a large portfolio of Intellectual Property Rights (IPR). When placing any order with MFRE AB, the buyer accepts and is obliged to respect the entire Intellectual Property portfolio owned by MFRE AB and KWA International – including all licensed rights – and MFRE AB reserves the right to discontinue the trade at any time with any customers, who violates MFRE AB's and KWA International's Intellectual Property Rights or engage in the sale of counterfeit products.

CHOICE OF LAW AND VENUE: All disputes shall be governed by and construed in accordance with the laws of Sweden. All disputes shall be brought before the courts of Sweden.

By signing the below, I confirm that I have read and agree to the terms and conditions,

Company _____

Date _____

Name: _____ Title: _____

Signature: _____