

GENERAL CONDITIONS OF SALES

The following conditions apply, unless otherwise agreed in writing

1. Contractual

Offers are binding only after the seller accepts the order in writing (order confirmation).

The product remains property of the seller until the product is been fully paid to the extent such ownership retention is valid. Otherwise, the product remains property of the seller until the risk has been transferred according to agreed delivery terms (Incoterms® 2020).

2. VAT

The purchase price / the price does not include VAT.

3. Price adjustment

If a set price has been agreed and is export or import duty, customs, tax or other similar charge shall, if this is not explicitly taken into account in the price introduced or changed / raised after the closing of the contract, the price can be changed accordingly.

4. Terms of payment, interest

Payment shall be made to the seller no later than 30 days after the invoice date unless otherwise agreed. Interest is charged from the due date, at the rate specified in the invoice. The buyer and the seller bears its own bank fees and transaction costs.

5. Successive delivery

If the agreement covers successive deliveries, each delivery is considered as an independent sale. The buyer is therefore not entitled to terminate the contract entirely if there is a delay or an error in a partial delivery.
If delivery is postponed due to force majeure, the seller is entitled to postpone subsequent deliveries accordingly.

6. Delay in delivery

If one Party cannot keep to the agreed time of delivery or receipt of the product, the other Party shall be notified without delay. If delay causes significant inconvenience, the party not responsible for the delay may rescind the contract in respect of the delayed goods. The seller is not liable for damages due to delay.

7. Obstruction of delivery

If the seller has, or can anticipate that there will be, an insufficient amount of the product to meet the delivery obligations and this is due to circumstances beyond the seller's control, the seller shall have the right to enforce a fair distribution of available products from its customers to cover his own companies' needs.

8. Receipt of delivery

The buyer shall ensure that the product is received in an appropriate and safe manner. The buyer shall examine the product upon receipt. If the product has, or is suspected to have, an error or defect, the buyer shall - to avoid consequential damage - consult with seller before unloading / storage of the product.

9. Determination of quantity and quality

The buyer is entitled to, at its own expense, appoint an impartial expert, to in the presence of the seller's agent if the latter so requests, with binding effect on the parties determine the quantity and quality of the delivered product. This expert shall be authorized by the seller.
If such an expert is not designated, the information from the seller regarding the quantity is binding for the buyer.

10. Complaints

The buyer shall within seven days of receipt of the product, send the seller a written message regarding any errors or defects in the product the buyer discovered or should have discovered. In the absence of such a message under the above conditions, the buyer loses the right to invoke the error or defect.

11. Error and lack of product

The seller's liability covers only defects or deficiencies that existed in the product at the time of passing of risk to the buyer.

If the supplied product has errors or defects, the product shall be exchanged for a flawless product or the error or defect shall be rectified. If this is not done within reasonable time, the buyer shall be entitled to a price reduction corresponding to the defect or deficiency, or to cancel the purchase. Right of cancellation exists only if the error or defect is not minor. The specified quantity of the product may be over - or undershot by 10% of the agreed quantity, without it being regarded as an error or defect.

12. Product and product liability

The seller is only responsible for the product meeting the written agreed specification and quality. The seller gives no guarantees regarding the suitability of the product for a particular purpose. The seller is not obliged to compensate damage caused due to the harmfulness of the product.

13. Handling and use

The seller informs the buyer at the time of the sale what is known about the characteristics of the product for its use and / or handling regarding health and safety issues. It is the responsibility of the buyer to forward this information regarding the product to anyone who is in need of this information.

14. Damages

The seller is not liable for damage or consequential damage because of errors or defects in the product. The seller's liability towards the buyer is limited to the price of the delivered product.

15. Force majeure

Neither party shall be responsible for or be bound by these general conditions if the requirements cannot be met because of force majeure, which includes labor disputes, strikes, lock-outs, riots, fires, floods, war, seizures, extensive disruption of the parties, non-delivery from subcontractors, shortage of raw materials, or if performance is prevented by government intervention or regulations or other circumstances beyond the parties' control.

16. Disputes and applicable law

This agreement and all disputes arising out of this agreement shall be governed by Swedish law.

Disputes arising from this agreement shall primarily be settled through mediation. Secondly, disputes settled by arbitration in accordance with Swedish law.

The seat of arbitration shall be Gothenburg. Parties may, however, institute proceedings in a public court regarding both indisputable claims, and disputes that does not relate to higher amount than SEK 50 000.