

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.

The seller reserves the right to withhold or suspend delivery until full payment has been received.

5. No withholding, set-off or deduction

The buyer shall not be entitled to withhold, set off or deduct any amount from the purchase price on the basis of any claim, counterclaim or dispute, arising from alleged defects in the products, delay in delivery or any other cause.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. In no event shall the seller be held liable for any defect, deficiency or error that the buyer could not reasonably have discovered upon inspection of the products at the time of delivery.

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.

13. 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.

14. 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.

15. Damages

The seller's liability, whether arising out of errors or defects in the delivered products or delay in delivery, shall in all circumstances be limited to the price of the product. The seller shall not be liable for any other direct or indirect losses or consequential damages, regardless of the cause or basis of the claim.

To the extent permitted by applicable law, the seller shall not be liable for any loss of or damage to property other than the delivered products themselves, regardless of the legal basis on which such claim is founded.

16. 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.

17. Disputes and applicable law

These conditions and other terms between the parties shall be governed by the substantive law of Sweden.

Any dispute, controversy or claim arising out of or in connection with these conditions or other terms between the parties, or the breach, termination or invalidity thereof, shall be referred to mediation in accordance with the Mediation Rules of the SCC Arbitration Institute (the "SCC"), unless one of the parties objects.

If one of the parties objects to mediation or if the dispute is not solved through the mediation, the dispute shall be finally resolved by arbitration at the SCC. The Rules for Expedited Arbitrations shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines that the Arbitration Rules of the SCC shall apply. In the latter case, the SCC shall also decide whether the tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg and the language to be used in the arbitral proceedings shall be Swedish.