

Terms of Delivery

The following delivery terms apply unless the seller and the buyer agree otherwise in writing.

1. Prices/Reservations concerning manufacturing

Commitments apart from the written offer or confirmed order are binding for the seller only upon a written confirmation. Offers are binding for the seller during 30 days from the date of the offer, if other terms are not specifically stipulated in the offer.

Prices quoted for an order without a preceding written offer follow the price list applicable to the date of delivery. For an isolated buy, the minimum order is at five thousand Swedish crowns.

Alterations in the rate of exchange, customs, taxes on goods, excise or other charges, as well as a raise in the cost price which for the seller increases the cost for the completion of the delivery and which the seller has not been able to take into account, entitles the seller to proportionally raise the price agreed upon, with a minimum of 3%. At the delivery of a product not in stock, thus in need of being produced after the order, the seller is entitled to a delivery of at the most 10% over or under the agreed upon quantity.

2. Time Frame for Delivery and Delays

Unless otherwise agreed upon, the stipulated delivery time will be considered to run from the day that the seller has confirmed the order, considering as the delivery day the day on which the seller has forwarded the goods; or if the buyer has notified that he is prevented from receiving the goods, the day that it according to notice given by the seller is ready for delivery. Should the buyer by additions or alterations in the order or by other means change the conditions of the stated time of delivery, or if circumstances as stated in § 4 should occur, the seller has the right to prolong the delivery time in accordance with what is considered reasonable under the circumstances.

In case of delay of delivery (part deliveries also taken into account) with more than one third of the agreed time of delivery, a minimum, however, of three weeks - the delay not being due to any of the circumstances stated in § 4 nor to any act or omission by the buyer - the buyer has the right by written notice to cancel the agreement relating to the delayed delivery. If the seller fails to deliver the goods on time, the buyer is entitled to a fine from the day that the delivery should have

taken place. The fine shall constitute 0.5% of the agreed upon price for each complete week of delay. If only part of the goods is delayed, the fine will be calculated on that part of the price which corresponds to the part of the goods which on account of the delay has been hindered to be put to use. The fine shall not exceed 7.5% of this basis for calculation.

The fine falls due upon written demand from the buyer; at the earliest, however, when all the goods has been delivered or at the point of cancellation according to paragraph 14. The buyer loses his right to the fine if he has not presented a written demand within six months after fulfilled delivery. If the buyer is entitled to a maximum fine according to § 8, and the goods as yet has not been delivered, the buyer has the right to present in writing a demand for delivery within a last reasonable respite, which should not be less than a week.

Irrespective of if the contract is cancelled or not, the buyer is entitled to compensation on account of delayed delivery only upon the entertainment of a special agreement in writing to that effect.

3. Reservations for ownership

The goods remain in the ownership of the seller until its full price has been paid.

4. Responsibility for faulty goods

The seller is responsible to remedy by exchange all goods with production deficiencies, but the seller does not cover deficiencies that are due to material furnished by the buyer or to specified construction prescribed by him. The responsibility of the seller does not include deficiencies caused by circumstances which have appeared once the risk for the goods corresponds to the buyer. The responsibility does not cover damage caused by faulty deposit/storage of the goods, nor a normal wear or ageing. Upon delivery of faulty or deficient goods, not occasioned by inappropriate transport, handling or storage conditions or by deficient packing of the goods, shall the seller according to his own choice without cost deliver new goods or pay back the purchase money or part thereof. Cargo reclamations are handled by the party paying for the freight.

The buyer does not have the right to cancel the buy upon fault or deficiency, nor the right to other compensation than the above stipulated for damage originating directly or indirectly from faults or deficiency in goods or packing. The guarantee of the seller covers only the composition of the goods and the qualifications that are set forth in the DOCUMENTED SPECIFICATIONS of the goods in question. Guarantee can not be given for the outcome of the work applied in the use of the product.

The buyer shall immediately upon reception examine the goods and make a claim for faults or deficiencies in the delivery. Any deficiency should be presented to the seller at the latest 14 days after the reception of the goods, and before its being put to use by the buyer, or, when the fault is disclosed under use, to be reported within eight days thereafter. Return of delivered goods is not allowed until the seller has agreed. The buyer pledges himself to indemnify the seller for all consequences of undue competition or possible encroachment on third-party immaterial rights on account of the seller's production or selling of goods with the appearance, designation etc. in accord with specifications from the buyer. The seller is not responsible for damage which arises because of hindrances to the delivery or from delays and difficulties caused by circumstances beyond the reasonable control of the seller.

5. Payment and Credit

The seller has the right to request as a requisite for delivery that the buyer leaves security for completion of his liability. If payment is not made on time, there is the right on the part of the supplier to debit a delay interest at the rate of + 8% on the delayed payment. An invoice on the delay interest is drawn monthly. Payment is due by the buyer 30 days from the date of the invoice, notwithstanding the presentation of a claim concerning the delivery, if that claim has not been approved by the seller.

6. Technical Information material

Drawings and other technical documents concerning products and manufacturing, which before or after concluded agreement is delivered between the parties, remains in the ownership of the delivering party. Received drawings, other technical documents or technical information may not without the consent of the other party be used for purposes other than those intended. They may not without the consent of the other party be copied, reproduced, surrendered to third party or in any other way be brought to his knowledge. If a sample of the product is agreed upon, such should be

sent to the buyer within agreed upon time for him to be able to examine and approve the quality. The buyer shall sample its quality without delay and give the result in writing to the seller for necessary measures. Upon great modifications, a new sample of the product is to be sent for approval.

7. Disputes

Every dispute between the seller and the buyer concerning the origin, interpretation and application of the sales agreement, as well as disputes about the legal conditions there referred to and proceeding from it shall be decided upon by arbitration according to the law on adjudication in the land of the seller.

8. Ground for Release (force majeure)

The following circumstances constitute grounds for release if they in the fulfilment of the agreement bring about hinder or add unreasonable encumbrance; work conflicts or other circumstance beyond the control of the parties, like conflagration, war, mobilization or drafting of corresponding commandeering, requisition, confiscation, restrictions for trading and exchange, revolt and riot, scarceness of transportation, general scarceness of primary products, curtailment in provision of production power, and defect or delay in deliveries from subcontractor, which are caused by such ground for release.

The above mentioned circumstances constitute ground for release if their influence on the fulfilment of the contract could not be foreseen when the agreement was made. The party wishing to refer to above mentioned grounds for release is enjoined to do so in writing without delay to the other party concerning its origin and also its cessation.

Upon force majeure for the buyer, he shall compensate the seller for possible costs incurred for the protection and safety of the goods.

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