

## **GENERAL TERMS OF DELIVERY FOR ÅSLJUNGA PALLEN AB**

### **1 Applicability of these terms**

These general terms (the "Terms"), shall apply to all agreements entered into between Åsljunga Pallen AB, (the "Seller") and the buyer (the "Buyer") (jointly the "Parties" and separately the "Party") concerning the sale and delivery of products manufactured by the Seller with for each specific transaction agreed quality (the "Goods").

The Buyer acknowledges that he has read and agreed to these Terms by placing an order to the Seller. A binding agreement between the Parties is concluded when an acceptance of such order (the "Order Confirmation") is sent from the Seller to the Buyer in writing or via e-mail.

These Terms have preference over any possible terms the Buyer may attempt to enclose, and no changes or additions to these Terms are valid unless agreed to by both Parties via a written and signed addendum which specifically sets forth the changes or additions.

### **2 Delivery of goods and passing of risk etc.**

The Goods will be delivered at the time stated in the Order Confirmation. Unless otherwise is stated, the Goods shall be delivered "Ex Works" and including the therein stated passing of the risk of the Goods, in accordance with the Incoterms in force at the time of the Order Confirmation.

The Buyer is obliged to take ordered delivery of the Goods. Otherwise, the Seller is entitled to store the Goods at the Buyer's expense until delivery of the Goods take place.

If the Seller, for any reason whatsoever, is unable to deliver within agreed time of delivery the Seller shall notify the Buyer hereof in writing, via e-mail or by phone. If the delay lasts for more than three (3) months from stated time of delivery, the Buyer's sole remedy shall be to cancel the purchase and recover any potential effected payment.

### **3 Price, method of payment, title etc.**

The price for the Goods (in SEK excluding VAT, or when applicable other stipulated currency, and any other potential taxes and fees) (the "Price"), the method of payment and the date the payment is due shall be contained within the Order Confirmation. If the Buyer fails to make full payment for the Goods by the stipulated date, the Seller shall be entitled to a yearly interest rate of 12 % as from the day on which the payment was due and until and included the day the payment in full has been made. The title for the Goods will transfer from the Seller to the Buyer when it is paid for in full.

### **4 Buyer's duty to inspect**

The Buyer shall, at the time of delivery, inspect the Goods to determine whether the Goods quality and quantity conform to the stated in the Order Confirmation. The Buyer shall immediately, latest one (1) week from the time of delivery, notify the Seller in writing or by e-mail of any non-conformity. If the Seller is not duly notified the Buyer loses its right to raise any claim pursuant to this clause. If the Seller is duly notified, the Buyer's sole remedy is to have the Goods repaired or replaced by the Seller.

### **5 Faulty Goods, product liability etc.**

The Seller guarantees that the Goods are free from material- and/or manufacturing defects at the time of delivery. Nevertheless, if lack of conformity of the Goods is established due to material- and/or manufacturing faults (the "Faulty Goods"), the Seller has the right and obligation to repair or replace the Faulty Goods. However, the Seller is only responsible for Faulty Goods if it appears within three (3) months from the date of delivery provided that the Goods have been used in a correct manner and for their intended purpose. The Buyer shall immediately, latest two (2) weeks from the date the Buyer became aware of the defect, notify

the Seller in writing or by e-mail hereof. If the Seller is not duly notified the Buyer loses its right to raise any claim pursuant to this clause.

The Buyer does not have a right to any damages, compensation for expenses, price differences, loss of profit/revenue, loss of use, loss of production or business or any indirect or other consequential loss whatsoever that the Buyer might suffer as a result of the Sellers liability arising out of these Terms, unless the Seller acts with intent or gross negligence. In any case, the Seller's liability is limited to an amount corresponding to the Price of the Goods paid by the Buyer.

The Seller is only responsible for possible personal injury or property damages caused by the Goods to the extent such liability follows by mandatory Swedish law. The Buyer shall immediately notify the Seller if possible damages caused by the Goods occur.

### **6 Grounds for relief**

If a Party fails to perform its respective duty as a result of impediment beyond the Party's reasonable control and the Party could not have been expected to have taken the impediment into account at the time of conclusion of the Order Confirmation, or thereto linked agreements, and the impediment could not have been reasonably avoided or overcome, then that Party is relieved from its duty to perform its obligations under the contract during the time needed to overcome the impediment. Such impediment shall include, but not be limited to; general labour disturbance (for instance boycott, strike and lock-out); destruction of machinery, equipment, factories and of any kind of installation; prolonged break-down of necessary transport and/or electric services; explosion; fire; war; authorities measure or omission; or therewith comparable circumstances.

If a Party wants to claim any such impediment that has prevented the Party from fulfilling its obligations, the Party shall immediately, and latest within one (1) week from the date the impediment first arose, give notice hereof in writing or via e-mail to the other Party. Otherwise, the Party loses its right to be discharged from liability for any non-performance pursuant to this clause.

If a claimed impediment does not cease within three (3) months after its first arose, the Party is entitled to cancel the purchase of the Goods by notifying the other Party hereof immediately and latest within one (1) week from before mentioned three months' term. The Party shall not be liable for damage or loss to the other Party caused by its performance being postponed or terminated.

### **7 Disputes and governing law**

These Terms shall be governed by the laws of Sweden. However, these Terms shall, in all respects, have preferential right of interpretation of any potential conflicting wording in the Swedish Sales of Goods Act (1990:931). The United Nations Convention on the International Sale of Goods (the "CISG") shall not apply to the Terms.

Any dispute arising out of, or in connection with these Terms, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The place of arbitration shall be Helsingborg, Sweden, and the English language shall be used in the arbitral proceedings.

The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one (1) or three (3) arbitrators.