

# GENERAL TERMS OF DELIVERY

## 1. Definitions

In these general terms of delivery, the following expressions have the meaning given here:

**Customer:** the party to whom the Supplier's order confirmation is addressed.

**General Terms of Delivery:** these general terms of delivery.

**Supplier:** Oppboga Bruk AB

**Product:** the product or products, which the Supplier has undertaken to deliver to the Customer according to the Supplier's order confirmation.

## 2. Applicability and formation of the contract

The General Terms of Delivery shall be applicable to all offers, order confirmations and deliveries by Supplier and shall form an integrated part of each offer, order confirmation and delivery by Supplier and the contract between the Supplier and the Customer regarding the Product.

Provisions that deviate from these General Terms of Delivery shall only be applicable to the contract between the Customer and the Supplier if and to the extent that these appear in the Supplier's order confirmation or has been confirmed in writing by the Supplier. No oral representation by any employee of the Supplier will form part of a contract between the Supplier and the Customer nor will it be treated as constituting a representation on the part of the Supplier.

In the event that there is a discrepancy between the English language version of the General Terms of Delivery and those in any other language, the English language version shall prevail. English language versions of the General Terms of Delivery are available on request.

Offers submitted by the Supplier are not binding for the Supplier. A binding contract between the Supplier and the Customer will be formed through the Supplier's order confirmation.

## 3. Delivery and delivery time

In so far as nothing else has been agreed upon in writing, the Product is regarded as being sold ex works (Incoterms 2000), the Supplier's production plant in Oppboga, Sweden.

If delivery cannot take place within the agreed time, the Supplier may prolong the agreed delivery time by the time required without any sanctions. Should the prolongation of the delivery time exceed two (2) weeks, the Customer is entitled to revoke the order, on the condition that this revocation takes place within three (3) days from the Customer's receipt of information regarding the new delivery time. If the Customer does not revoke the order within the above given time, the prolonged time indicated by the Supplier is considered as the new delivery time. The paid purchase price shall be refunded if the Customer revokes the order.

If the finally delivered quantity is shorter than the ordered quantity of the Product (deficiency in delivery) the Customer has the right to demand that an additional delivery is made within such period of time as the parties agree upon or that the invoice regarding the ordered quantity is credited with an amount corresponding to the Supplier's remuneration for the quantity that has not been delivered.

Save as stated above, the Customer is not entitled to any compensation or other remedy for any deficiency in delivery or delayed delivery.

## 4. Responsibility for defects etc.

The Customer shall carefully examine the Product immediately upon receipt. Regarding defects in the Product, the Supplier commits, at his own choice, to either (i) take the Product back against a refund of the paid purchase price, (ii) remedy the defect, (iii) carry out a replacement delivery, or (iv) make a price reduction. Save as stated above, the Customer is not entitled to damages, compensation for costs or losses or any other remedy due to any defect in the Product.

## 5. Complaint

The Supplier is only responsible for defects or deficiencies, which the Customer has put the Supplier on notice of in writing within seven (7) days from the time when the defect or the deficiency was discovered or ought to have been discovered. The Supplier is under no circumstances responsible for defects or deficiencies that the Customer gives notice of later than three (3) months from the date of delivery.

## 6. Payment etc.

Prices and compensations upon which the parties agree are exclusive of

value added tax and other taxes and duties, which accordingly are additional.

The Supplier is always entitled to compensation for increases in costs due to taxes and public fees, which are imposed after the date of the order confirmation.

Payment shall be made no later than thirty (30) days after the date of the invoice. The Supplier is entitled to invoice at delivery.

Interest is charged on overdue payment from the due date at an interest rate per annum, which by eight (8) percentage units exceeds the reference interest rate (*Sw. referensräntan*) under the Swedish Interest Act (*Sw. räntelagen*). The Supplier shall be entitled to compensation from the Customer for all costs, including costs for legal assistance, which may arise in connection with the Customer's non-fulfilment of any undertaking.

## 7. Security and annulment

Should the Supplier find reasons to believe that the Customer will not properly fulfil its liability to pay, the Customer shall at the Supplier's request provide acceptable security for its undertakings and the Supplier shall furthermore be entitled to contain its' deliveries until the Customer has fully paid. Should the Customer omit to provide acceptable security within ten (10) days from the request to do so, the Supplier is entitled to cancel the contract.

## 8. The Customer's breach of contract

Should the Customer be in breach of any of its undertakings, the Supplier is entitled to compensation for all the damage, cost and loss, which the Supplier is caused on account of the breach of contract.

## 9. Limitation of liability

The Supplier's liability for loss, cost and damage shall, per delivery, be limited to a maximum amount corresponding to the order value of the delivery exclusive of value added tax. Regardless of the foregoing, the liability for all deliveries during one year taken together shall never exceed twenty (20) price base amount (*Sw. prisbasbelopp*), according to the Swedish Act on National Insurance (*Sw. lagen (1962:381) om allmän försäkring*). The Supplier is not responsible for indirect damage, consequential damage or damage on anything but the Product itself.

## 10. Grounds for exemption

The Supplier is discharged from liability for the non-fulfilment of a certain undertaking, if the omission is based on the kind of circumstance mentioned below ("Exempted Circumstance") and the circumstance prevents, or considerably obstructs or delays the fulfilment of the undertaking.

Actions or omissions made by an authority, new or changed legislation, conflict on the employment market, blockade, fire, flooding, disruption of power or energy delivery, interruption of operation, non-delivery from sub-contractor, loss or destruction of property of significant importance, accident and other circumstances outside the Supplier's control, which could not reasonably be prevented or remedied, shall, amongst other things, be considered to be Exempted Circumstances.

Notwithstanding the stipulation above regarding exemption from liability, the Supplier is entitled to annul parts of or the whole of the contract if the fulfilment of an obligation has been delayed more than two (2) months.

## 11. Assignment

The Supplier is entitled to, wholly or partly, assign or pledge its rights and/or obligations under the contract. The Customer is entitled to, wholly or partly, assign or pledge its rights and/or obligations under the contract after written approval from the Supplier.

## 12. Applicable law and disputes

The contract shall – with express exclusion of the Swedish Act on International Sales and Swedish Conflict of Law Rules - be governed by Swedish laws.

Any dispute in connection with the contract shall be finally determined by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The proceedings shall take place in Stockholm. Notwithstanding the aforementioned, the Supplier is entitled to instigate proceedings regarding claims for payment by injunction to pay the debt or in a court of law.