

General Delivery Conditions

Applicability

These general delivery conditions apply to the extent that they are not altered by written agreement between the parties.

Descriptions

Information in catalogs, brochures, advertisements, price lists, etc., and other information about the performance of products and systems are binding only if the Seller has confirmed them in writing in the order confirmation.

3. **Technical Documents** Drawings and other technical documents that one party provides to the other remain the property of the providing party. The receiving party may only use, copy, or disclose such documents to third parties with the providing party's approval.

Regulations

The goods shall meet the requirements in force at the time of delivery according to laws and other regulations, as well as the specifications and instructions referenced in the contract documents. If such a provision changes after the Seller has submitted their bid, the Seller shall promptly notify the Buyer. To the extent that the cost is affected, and the Seller could not reasonably have foreseen this, the contract price shall be adjusted accordingly.

Changes

The Seller reserves the right to make changes to the design and execution of the goods that they deem appropriate to improve the goods. Such changes do not result in a price change.

Price Change 6.

If changes in the raw material market or currency fluctuations lead to a raw material price increase of more than 3%, the Seller has the right to make corresponding adjustments to the stated price until the delivery date. The Buyer shall be notified of this.

7. Delivery

Delivery is considered to have taken place when the Seller has dispatched the goods to the Buyer or, if the Buyer is to collect the goods, when the Seller has notified that the goods are ready for collection. All shipments are at the Buyer's risk. The goods are sent in the most suitable way according to the Seller's assessment. Delivery does not include assembly. If the Seller provides assembly, it is a separate commitment.

8. Transport

When the Seller arranges transport, the Buyer must inform the Seller if transport cannot be carried out by any means of transport.

9. Delay in Delivery or Receipt

If a party cannot deliver or receive the goods at the agreed time, or if a delay seems likely, the other party must be notified without delay. A new time for delivery or receipt shall be specified. The Seller has the right to charge the Buyer for the direct costs incurred by the Buyer not receiving the goods as agreed. Furthermore, compensation shall not be paid for delays

10. Security

If there is reasonable cause to believe that a party will not fulfill their delivery or payment obligation, the other party has the right to demand acceptable security. If this is not provided promptly, the party that demanded security has the right to terminate the purchase in writing as far as it concerns undelivered goods.

Termination 11.

If the Buyer, for any reason, fails to receive the goods within a reasonable time, the Seller has the right to terminate the contract concerning that part of the goods that has not been received due to the Buyer's failure, and to obtain compensation for the damage caused by the Buyer's failure. Compensation upon termination shall never be less than the payments already made according to the Payment Terms. The maximum amount of damages payable shall not exceed the part of the purchase price that relates to the undelivered part of the goods. The stated delivery time is to be considered as an estimated delivery time.

- The Buyer may not terminate the purchase due to delivery delay unless the delivery time is exceeded by more than 3 weeks. If the delivery delay is caused by an obstacle beyond control as per point 29, the delivery time is extended by the same duration as the obstacle persists. The Seller shall notify the Buyer as soon as possible of the estimated delivery delay.
- The Buyer may not terminate the contract if the Seller provides acceptable 13. replacement goods at the Buyer's disposal during the time the delivery delay lasts
- The Seller has the right to terminate the contract if the Buyer fails to provide agreed security within the agreed time, or if the security offered by him is not satisfactory.
- The Seller has the right to terminate the contract if the Buyer is declared bankrupt or is assumed to be in such insolvency that he cannot be expected to fulfill his obligations.

The Seller's Liability for Defects or Shortcomings

The Seller undertakes to remedy both all external damages to or defects in the goods that were present when the goods were delivered by the Seller, and all faults that subsequently occur on equipment other than that named from subcontractors within a period of two years for fabric and one year for other equipment (unless otherwise agreed) and which are caused by deficiencies in its design, material, or manufacturing, but not faults due to normal wear and tear, negligence, or unusual weather conditions, all provided that written complaint has been made within the prescribed time. If repair or replacement is best done where the goods are located, the Seller is responsible for labor costs and travel expenses for their own staff, as well as costs associated with any disassembly and reassembly. The faulty part that is replaced becomes the property of the Seller. The Seller decides whether the fault should be remedied by repair or replacement of parts and where and how the work should be carried out.

- 17. The Buyer may not terminate the purchase or claim damages due to damage to or defect or shortage in the goods unless the Seller obviously avoids remedying this.
- The Seller's responsibility only concerns faults that arise during correct use. It does not cover faults caused by inadequate maintenance or incorrectly performed assembly by the Buyer, changes without the Seller's written
- consent, repairs carried out by the Buyer, or normal wear and tear.19. In addition to what is prescribed in points 16-18, after the risk for the goods has passed to the Buyer, the Seller has no responsibility for faults. The Seller is not obliged to compensate the Buyer for personal injury, production loss, lost profit, or other indirect damage due to faults in the goods. However, this limitation of the Seller's liability does not apply if the Seller has been guilty of gross negligence. Complaint

20.

If the goods arrive at the Buyer in a damaged condition, the Buyer must make a written complaint to the Seller as soon as the damage is discovered, but no later than one week after receipt of the goods or, if the Seller performs assembly, within one week after the assembly is completed. If a complaint is not made in such a manner to the Seller, the Buyer is considered to have accepted the delivery. Complaints regarding faults in the goods that occur after delivery must be made in writing and received by the Seller no later than two weeks after the fault is discovered. Damage to the goods that is presumed to have occurred during transport must be reported directly to the carrier and in accordance with the regulations applicable to the transport. In addition, the Seller must be notified. The Buyer shall give the Seller a reasonable opportunity to determine the

21. nature and cause of the damage and, in the case that repair is to be carried out by the Seller, promptly make the goods available to the Seller after agreement.

22. Payment

Payment shall be made according to the payment terms applicable at the time

23. **Retention of Title**

The delivered goods remain the property of the Seller until they have been fully paid for, to the extent that such retention of title is valid under applicable law. The Buyer does not have the right to resell, pledge, or otherwise dispose of the goods before the transfer of ownership. If seizure or other executive action is considered concerning the delivered goods, the Buyer must immediately notify the Seller of this and, by showing the General Delivery Conditions, prevent the action.

If the Buyer does not pay on time or if the Seller's property is at risk, the 24. Seller has the right to immediately receive payment of the remaining debt or to take back the goods.

Duty of Care

The Buyer shall keep the property insured to the corresponding value of the property until the final payment is made. If he fails to do so, the Seller has the right to take out insurance at the Buyer's expense. The right to insurance proceeds or other compensation that may be paid due to damage occurring before the ownership has transferred to the Buyer is assigned to the Seller. The Buyer is responsible for damage to the property regardless of fault or accident. Changes or repairs to the property may only be carried out by the Seller or according to his instructions. The Seller has the right to inspect the goods at any time during the installment period. If the property is completely destroyed before the ownership has transferred to the Buyer, the property shall be replaced by the Buyer with an amount corresponding to the purchase price.

Damages 26.

The Seller's liability for damages due to delivery delay shall be limited to the purchase price for the part of the goods that has not been delivered when the Buyer's right to damages arises. Delays caused by the Buyer are excluded. The Seller is not responsible for damage or loss that occurs to the Buyer after delivery of the goods.

27. It is the duty of the party claiming that a breach of contract has occurred to take all necessary measures to limit the resulting damage if he can do so without unreasonable cost or inconvenience. If he fails to do so, the breaching party may demand an adjustment of the damages.

Liability for the Harmful Properties of the Goods

The Seller is liable for personal injury only if it can be shown that the injury was caused by negligence on the part of the Seller. The Seller has no liability for damage to real or personal property that occurs while the goods are in the Buyer's possession. The Seller is not liable in any case for production loss, lost profit, or other indirect damage. In the case of product liability towards third parties, the Buyer is obliged to indemnify the Seller

29.

Exemption Clauses (force majeure) The following circumstances shall be considered as grounds for exemption if they occur after the contract has been concluded and prevent its fulfillment: labor conflict and any other circumstance beyond the parties' control, such as fire, war, mobilization or unforeseen military call-ups of a corresponding scale, requisition, seizure, currency restrictions, riots and civil commotion, shortage of transportation, general scarcity of goods, scrapping of major workpieces, restrictions on the use of power, and faults in or delays of deliveries from subcontractors that are based on such circumstances as referred to in this point. If a party has not promptly notified the other party that such a circumstance has occurred, he may not invoke it as a ground for exemption. If the contract cannot be fulfilled within a reasonable time, either party may terminate the contract in writing to the extent that its fulfillment is hindered by the circumstances mentioned above.

Arbitration 30.

The Seller's claim for the purchase price, in the event of non-payment, can be enforced through payment injunction or litigation, and disputes concerning less than 6 base amounts according to the law on general insurance (SFS 1962:381) shall be settled in a general court. Other disputes arising from the contract shall be settled by arbitrators according to the applicable law on arbitration and with the application of Swedish law.



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