



Vislanda 2019-05-14

General Terms of Delivery

Applicability

1. These general terms of delivery apply unless otherwise agreed. Such agreement shall be in writing. The terms only apply between the merchants and shall never apply upon sales to consumers.

Orders, order confirmations and agreements

2. An agreement shall be reached only after the seller has accepted the buyer's order. A written order is binding for the buyer for a period of three weeks while awaiting the seller's order confirmation. Should the order confirmation deviate from the order through supplements, limitations or reservations and the buyer does not wish to accept these changes, the buyer shall notify the seller of this within one week. An agreement is otherwise entered per the seller's order confirmation.

Product information

3. That which is specified in product information, price lists and similar documents are only binding to the degree that the agreement expressly refers to these. Drawings and descriptions

4. Drawings, technical descriptions and samples provided by the seller remain the property of the seller. They may not be used or copied, provided or made accessible to a third party by the buyer without the permission of the seller.

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Price

5. All prices are based on the seller's applicable expenses for procurement or manufacture on the date of the tender or order confirmation. If hereafter up to the date of delivery, or date of payment should this occur later, a cost increase is enacted due to higher procurement prices, labour costs or customs, shipping and insurance costs, taxes or other surcharges, a corresponding increase shall be applied to the price that the seller is obligated to pay if the seller so stipulates. The same applies to altered currency rates regarding imported products. The price does not include value added tax. Shipping charges can be levied on orders under the order value or quantity specified by the seller. The seller may levy invoicing fees.

Delivery

6. Delivery clauses are interpreted in accordance with the agreement's applicable INCOTERMS (International Chamber of Commerce's rules for interpretation of commercial terms).

If no delivery clause is specifically agreed upon, products are sold ex works (free delivery from seller's warehouse).

Transport packaging

7. Unless otherwise agreed, transport packaging is charged at cost.

Delivery date

8. The point in time for delivery shall always be agreed upon separately.



Delayed delivery

9. If the agreement concerns multiple deliveries, each delivery shall be considered as a separate sale upon application of the rules set out below.

10. If a delayed deliver occurs due to one of the factors in paragraph 32 or due to something that the buyer is responsible for, the delivery time shall be extended by a length of time that can be considered reasonable with regard to all circumstances of the case. This applies regardless of whether the delay occurs before or after the agreed delivery date.

11. If the seller does not deliver at the correct point in time, the buyer is entitled through written notice to demand delivery within a reasonable period. If the seller fails to deliver within this period, the buyer is entitled to cancel the agreement upon submitting written notice to the seller.

12. Besides what is stipulated in paragraph 11, the buyer is prohibited from making any other claims for compensation due to the seller's failure to deliver on time.

Payment

13. If not otherwise agreed, full payment shall be made in conjunction with the agreed product delivery.

14. If the buyer does not pay on time, the seller is entitled to interest in arrears for the overdue invoiced amount at the rate set by the seller when entering the agreement.

15. If the buyer fails to take possession of the product on the agreed date per paragraph 8 or as set per paragraph 10, payment must still be made as if delivery was made.

16. Accepted drafts or other means of payment are not considered as payment until they have been fully redeemed.

Security

17. The seller is entitled to require reasonable security. If this is not immediately obtained, the seller is entitled to nullify the agreement as long as it not a matter of an undelivered product.

Liability for faults

18. The seller agrees, in accordance with what is stipulated in paragraphs 20 through 30, to correct all faults due to inadequate construction and material that exist on the date of the delivery.

19. The seller is not liable for faults that occur in conjunction with competitive activities.

20. The seller is only liable for faults that appear during a period of one year, beginning on the date of delivery. If the product is used more intensively that what could have been expected upon entering the agreement, the period of the seller's liability is reduced to a corresponding degree.

21. Notification regarding product faults must be submitted on the seller's complaint report form as soon as possible and no later than fourteen days from the date that the buyer noticed or should have noticed the fault. For faults that the buyer should have noticed upon reception of the product, the seller must be immediately notified of this. If the buyer fails to notify the seller in accordance with what has been stipulated here, the buyer loses the right to adjustments per paragraph 18.

22. A fault is constituted by something that in accordance with accepted branch practices, deviates from the normal standard. The seller is even liable for faults due to the seller's incorrect dispatch under the condition that the buyer had not realized or could not have reasonably been expected to realize that dispatch was incorrect.



23. The seller is solely liable for faults that have occurred during correct usage, storage and handling. The seller is not liable for faults caused by circumstances that have occurred after reception. Above all, the seller is not liable for faults caused by insufficient maintenance or incorrect installation, improper repairs, normal wear and degradation.

24. The seller's liability does not apply to faults caused by the seller's procured material or the seller's prescribed construction. Moreover, the seller is not liable for faults to such that the seller does not normally stock, but that the seller delivers as a special undertaking on behalf of the buyer.

25. The seller's liability for faults entails that the seller may freely choose between repair or replacement of a faulty product. Repair and replacement can either be performed by the buyer or the buyer, if so requested by the seller, can send the product to the seller or to a service workshop designated by the seller for repair.

26. Corrective measures shall be taken within a reasonable period with consideration to the buyer's needs, from the date of the buyer submitting a claim for the fault and making the product available at the point of sales or workshop as stipulated in paragraph 25.

27. Replaced products or replaced components shall be made available to the seller and become the seller's property.

28. Costs for shipping, packaging, any troubleshooting costs, removal and installation costs and travelling expenses for technicians are paid by the buyer.

29. Besides what is prescribed above in paragraphs 18 through 28, the seller is not liable for faults. The seller is not liable to compensate the buyer for lost production, lost profit or other indirect damage. This limitation of the seller's liability is not applicable, however, if the seller is guilty of gross negligence.

30. Specified time limits for correcting faults do not extend the seller's commitment regarding faults per paragraphs 18 through 28.

Returns

31. If so agreed, and in each individual case, products can be returned. In such case, the return must be approved in advance by the seller employ the form stipulated by the seller. For approval, the stipulations stated on the appointed form must be complied with. Only after receiving the seller's approval may the buyer return the product with shipping costs paid in advance. The product and its packaging may neither be modified nor degraded. A return fee is charged in such case according to the seller's established time limits and amounts.

Grounds for exemption from liability

32. The following circumstances constitute grounds for exemption if they entail that fulfilment of the agreement is obstructed or becomes unreasonably onerous: labour conflict and any circumstances for which the parties have no control, such as natural disasters, flooding, fire, acts of war, mobilisation or unanticipated military callops of similar degree, requisition, impoundment, currency restrictions, insurgence and revolt, shortage of means of transportation, general currency shortage, restrictions regarding fuel and incorrect or delayed deliveries from subcontractors due to such grounds of exemption. Circumstances that occurred when the agreement is entered constitute grounds for exemption if these affect fulfilment of the agreement and could not be anticipated.

33. It is incumbent upon any party wishing to plead exemption without delay in writing to the opposite party upon the occurrence thereof of its termination.



If the grounds for exemption hinder the buyer, the buyer shall compensate the seller for the expenses the seller has incurred in securing and protecting the product.

34. If the agreement's performance is delayed more than six months due to grounds for exemption as stated in paragraph 32, either party, without affecting what otherwise applies according to these terms, is entitled to terminate the agreement through submission of written notice to the opposite party.

Disputes

35. Disputes arising from any and all matters concerning the agreement shall in the first instance, be resolved through negotiations between the parties. If the dispute cannot be resolved in this manner, it shall be resolved in a court of law at a location of the seller's choosing. If the parties agree, disputes can instead be resolved by an arbitrator in accordance with arbitration legislation.