

Applicability

1. These General Terms of Delivery shall apply unless agreed otherwise. Any such agreement shall be made in writing.

The Terms shall only apply between businesses and shall never be applied to sales to consumers.

Order, order acknowledgement and contract

2. A contract shall not be made until the seller has accepted the buyer's order. A written order shall be binding on the buyer for two weeks pending the seller's order acknowledgement.

If the order acknowledgement differs from the order by means of additions, restrictions or reservations, and the buyer does not wish to accept these amendments, the buyer shall notify the seller of this within one week. Otherwise, a contract shall be made according to the seller's order acknowledgement.

Product information

3. Information in product information sheets, price lists and similar documents shall be binding only where the contract expressly refers to it.

Drawings and descriptions

4. Drawings, photos, technical descriptions and samples relating to the product or its manufacture that are supplied by one party to the other shall remain the property of the supplying party. Without the other party's consent, they may not be used for any purpose other than that for which they were supplied. Nor may they be copied, surrendered or brought to the attention of any third party in any other way without the consent of the other party.

Price

5. All prices are based on the seller's costs of acquisition or manufacturing on the date of the quotation or order acknowledgement. If, in the period up to the date of delivery or the date of payment, if the latter is later, there is any cost increase as a result of increased purchase prices, salaries, customs, freight and insurance costs, taxes or other duties, the price payable by the buyer may be increased if the seller so demands. The same shall apply to changes in exchange rates for goods from abroad.

The price shall not include VAT or any other taxes or duties.

A handling charge may be invoiced for orders under an order value or quantity determined by the seller.

An invoicing charge may be made by the seller.

Delivery

6. Delivery clauses shall be construed in accordance with the INCOTERMS (International Chamber of Commerce rules for construing commercial contracts) in force when the contract is made. If no particular delivery clause was agreed, the product shall be sold Ex Works.

Transport packaging

7. Unless agreed otherwise, transport packaging shall be charged for at cost.

Delivery time

8. The time of delivery shall always be agreed specifically.

Delayed delivery

9. If the contract concerns successive deliveries, each delivery shall be regarded as an independent sale when applying the rules below.
10. If delivery is delayed on account of any of the circumstances indicated in Clause 32 or for any reason for which the buyer is liable, the delivery time shall be extended by the time that

may be considered reasonable, taking into consideration all circumstances in the case. This applies whether the delay occurs before or after the end of the agreed delivery time.

11. If the seller fails to deliver the product on time, the buyer shall be entitled to demand delivery within a reasonable time by giving written notice. If the seller fails to deliver within this time limit, the buyer shall be entitled to cancel the contract by giving written notice to the seller.
12. Apart from the provisions contained in Clause 11, the buyer shall not be entitled to claim damages as a result of the seller's delayed delivery.

Payment

13. Unless agreed otherwise, full payment shall be made no later than in connection with the agreed delivery of the product.
14. If the buyer fails to pay on time, the seller shall be entitled to penalty interest on the due invoice amount at the percentage rate fixed by the seller when the contract was made.
15. If the buyer fails to receive the product at the time agreed under Clause 8 or as determined under Clause 10, payment shall still be made as if delivery had been made.
16. Any bill of exchange or other promissory note accepted shall not be regarded as payment until it has been fully redeemed.

Security

17. The seller shall be entitled to demand that acceptable security be lodged. If no security is lodged without delay, the seller shall be entitled to cancel the contract for any products not yet delivered.

Liability for defects

18. In accordance with the provisions contained in Clauses 20 to 30, the seller undertakes to remedy all defects in design and materials that were present on the date of delivery.
19. The seller shall not be liable for defects in products used in competitions.
20. The seller's liability shall only cover defects that become apparent during the time specified in the contract. If the product was used more intensively than may be deemed to have been assumed when the contract was made, the time for which the seller's liability applies shall be reduced accordingly.
21. Notice of defects in the product shall be made in writing in the nonconformity report provided by the seller and shall be made as soon as possible and no later than fourteen days from the date on which the buyer noticed or should have noticed the defect. In relation to defects that the buyer should have noticed on receipt, the buyer shall be under an obligation to notify the seller of the defect immediately after receipt. If the buyer fails to notify the seller as specified here, the buyer shall forfeit the right to remedial action in accordance with Clause 18.
22. A defect is a departure from the normal standard according to expert assessment. The seller's liability for defects shall also apply to incorrect dispatch that is the seller's fault, provided that the buyer did not realise or should not reasonably have realised that incorrect dispatch had taken place.
23. The seller shall only be liable for defects that occur during correct use, storage and handling. The seller shall not be liable for defects caused by circumstances that arose after receipt. Above all, the seller shall not be liable for defects caused by inadequate maintenance, incorrect installation, incorrect repair or normal wear and tear.
24. The seller shall not be liable for defects caused by material provided by the buyer or a design stipulated by the buyer.
25. The seller's liability for defects shall mean that the seller shall repair or replace defective products at its own discretion. Repairs and replacements may be performed at the buyer's premises or, if the seller so requests, the buyer shall return the product to the seller or to a service centre specified by the seller for remedial action.
26. Remedial action shall take place within a reasonable time, given the buyer's needs,

from when the buyer made a claim based on the defect and made the product available to a sales outlet or service centre as specified in Clause 25.

27. Replaced products or replaced parts shall be made available to the seller and shall be the seller's property.
28. In addition to the buyer's own costs, the buyer shall pay the seller's travel and per diem costs and costs for carriage, packaging, troubleshooting, installation and removal.
29. Apart from the provisions contained in Clauses 18 to 28 above, the seller shall have no liability for defects. The seller shall not be liable to compensate the buyer for loss of production, loss of profit or any other indirect loss. However, this limitation of the seller's liability shall not apply if the seller has been guilty of gross negligence.
30. The specified times for remedying defects shall not be extended as a result of the seller remedying defects as specified in Clauses 18 to 28.

Returns

31. Where agreed separately in each case, products may be returned. In such case, the return shall be approved in advance by the seller using the form determined by the seller. For approval, the specifications contained in this form shall be met. Only after the seller has approved the return may the buyer return the product. The buyer shall pay for carriage in advance. The product and its packaging may not have been changed or damaged.

A return charge shall be made in such cases according to the time limits and amounts determined by the seller.

Force majeure

32. The following circumstances shall constitute force majeure if they result in performance of the contract being impeded or unreasonably difficult: labour dispute and any other circumstance beyond the control of the parties such as natural disaster, flood, fire, war, mobilisation or unforeseen military call-up of a corresponding scope, requisition, seizure, foreign exchange restrictions, insurrection and riot, scarcity of means of transport, general scarcity of goods, fuel restrictions and defects or delays in deliveries from subcontractors caused by such force majeure. Any circumstance that existed when the contract was made shall constitute force majeure only if its impact on the performance of the contract could not have been anticipated at that time.
33. A party that wishes to rely on force majeure shall, without delay, notify the other party in writing of the occurrence of such force majeure and of its termination.

If force majeure impedes the buyer, the buyer shall compensate the seller for any expenses the seller incurs for securing and protecting the product.

34. If performance of the contract is delayed by more than six months by force majeure as specified in Clause 32, each party shall be entitled, with no restriction on the other provisions contained in these Terms, to cancel the contract by giving written notice to the other party.

Disputes

35. Any disputes arising out of this contract and matters associated with it shall be resolved by means of negotiation between the parties. If a dispute cannot be resolved by means of negotiation, it shall be settled by a public court in the location chosen by the seller. If the parties agree, the dispute may be resolved instead by arbitrators in pursuance of the Swedish Arbitration Act.

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