General Terms of Delivery
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Area of application
1. These general terms of delivery shall apply unless changed by written agreement between the parties. In the absence of written confirmation in conjunction with conclusion of the contract, no statements or information shall override the provisions of these terms of delivery or in any other respect influence the contents of the contract. These regulations are not applicable to software included in the delivery insofar as the software is subject to separate conditions.

Drawings and descriptions
2. All information concerning weight, dimensions, capacity, price, technical or other data in catalogues, brochures, circulars, advertisements, illustrations and price lists are approximate. Such information is binding only when expressly referenced in the contract.

3. Unless otherwise agreed, any drawings or technical documents provided by the seller and relating to the manufacture of a product or part thereof shall remain the seller’s property. The purchaser shall not use or copy, reproduce, release or otherwise give a third party knowledge of such documentation without the seller’s consent.

4. Any drawings or technical documents relating to the manufacture of a product or part thereof, provided by the purchaser to the seller, shall remain the purchaser’s property. The seller shall not use or copy, reproduce, release or otherwise give a third party knowledge of such documentation without the purchaser’s consent.

Confidentiality
5. Information relating to circumstances, including technical information and relations to clients and other business contacts, to which the parties become privy in the course of their collaboration, and which is not common knowledge, shall not be divulged to a third party through the release of documentation or in any other manner beyond what is necessary for the party’s execution of, or interest in, the contract. Each party shall ensure compliance with this confidentiality requirement by means of confidentiality agreements signed by its personnel or other appropriate means. The confidentiality requirement shall endure beyond the completion or termination of the contract.

Packaging
6. Any pricing quoted in price lists and catalogues is deemed to apply to unpackaged goods.

Acceptance testing
7. Unless otherwise agreed, any contractual acceptance testing shall be carried out in the seller’s facility during normal working hours. If the contract does not include test specifications, the testing shall be performed in accordance with the norms generally applied within the relevant industry in the country where the goods are being manufactured.

8. The seller shall inform the purchaser of acceptance testing in sufficient time to allow the purchaser’s representatives to attend. If the purchaser is not represented at the testing, the seller shall provide the purchaser with a test protocol which shall constitute binding proof with respect to the pertinent test parameters.

9. If acceptance testing shows that the goods fail to meet contractual requirements, the seller shall promptly take measures to bring the goods into compliance with the contract. Renewed testing shall then be performed at the purchaser’s request. Insignificant defects shall not justify a demand for renewed testing.

10. All costs relating to acceptance testing performed in the seller’s facility are for the seller’s account. The purchaser is responsible for his own expenses, such as travel costs and per-diems for himself and any assistants attending the testing.

Delivery and delivery period
11. Delivery is made ex seller’s warehouse. Time of delivery shall be reckoned from the latest of the following dates:
   a) Date the contract was concluded;
   b) Date the seller was informed of any necessary licenses or other permits;
   c) Date the seller received payments contractually required to be made before commencement of production;
   d) Date the seller received all technical data and instructions necessary for the delivery.

12. If delivery is prevented or impeded due to a circumstance specified in Clause 35, or by the purchaser’s action or negligence, the delivery period shall be extended accordingly. This provision shall apply regardless whether the circumstance in question occurs before or after expiry of the agreed delivery period.

13. If the contractual delivery period is approximate, either party is entitled, when two-thirds of such delivery period has elapsed, to request the other party in writing to agree on a definite date.

14. If no delivery period is stated in the contract, either party may submit a request in accordance with the preceding clause six months after signing the contract. The date thus determined shall constitute the contractual delivery date.

15. Delivery shall be made to the designated location at the agreed time and date.

The following percentages and maximum amounts shall apply to the referenced penalties:
- 0.5% per week of the portion of the agreed price applicable to the part of the goods that could have been used as intended before the delay.
- 1% per week of the portion of the agreed price applicable to the goods that could not be used as intended.
- 1.5% per week of the portion of the agreed price applicable to the goods that could not be used as intended.

Without prejudice to the provisions of Clause 16, the purchaser’s right to penalties shall preclude any other claim arising from the seller’s late delivery of the goods.

16. The purchaser who becomes entitled to maximum penalties pursuant to Clause 14 shall be entitled to cancel the contract with respect to the part of the goods on which the maximum penalty was calculated, provided he has demanded delivery in writing and given notice of his intention to cancel the purchase if delivery is not made within a reasonable grace period and the seller fails to deliver the good before the expiry of said grace period.

17. The purchaser shall also be entitled to cancel the purchase of any previously delivered portion of the goods which obviously cannot be used for their intended purpose without the component that is subject to cancellation under the preceding paragraph, and the seller was or should have been aware of this circumstance.

18. The purchaser who cancels an order or part thereof pursuant to Clause 15 shall be entitled to compensation, subject to the limitations stipulated in Clauses 38-40, for any additional expenses incurred in the procurement of a replacement (compensation for price difference) or costs incurred if he elects not to procure an alternative product.

19. If the purchaser finds that he cannot accept delivery of the goods on the agreed date, he should promptly inform the seller in writing, stating the reason for the delay and, if possible, when he expects being able to accept delivery.

20. The purchaser who fails to accept delivery on the agreed date shall nevertheless be liable for payment as if the goods had been duly delivered.

21. If the purchaser’s failure in terms of Clause 17 is not due to a circumstance referenced in Clause 35, the seller may call upon the purchaser in writing to take delivery of the goods within a reasonable period.

22. If the purchaser, regardless of the reason, fails to comply, the seller is entitled to cancel the contract by written notice to the purchaser with respect to the portion of the goods that remains undelivered due to the purchaser’s failure.

23. The seller undertakes to remedy any defects arising from faulty construction, materials or manufacture in accordance with Clauses 24-33.

24. The purchaser is required to examine the goods as soon as possible upon receipt. If there is reason to believe that a product defect may result in damage, a written complaint must be made immediately.

The seller’s liability shall be limited to defects reported by the purchaser within 15 days from the date the defect was or should have been detected, and within one year from the contractual delivery date or the subsequent date on which the seller fulfilled his obligations in accordance with an agreed delivery clause.
25. Any replaced or re-manufactured components are covered by warranty on the same terms and conditions as those applicable to the original product for a period of three months. This provision is not applicable to the remainder of the goods for which the warranty will only be extended by the period during which the goods were unusable as a result of a defect in the meaning of Clause 23.

26. On receipt of the purchaser’s written notice concerning a defect in the meaning of Clause 23, the seller shall remedy the defect without delay and, except as provided in Clause 27, at his own expense. The purchaser shall return any defective component to the meaning of Clause 23 to the seller for repair or replacement, unless the seller chooses to execute the repairs at the purchaser’s location.

By delivering a duly repaired or replaced component to the purchaser, the seller shall be deemed to have fulfilled his obligations under this clause with respect to the defective component.

Instead of addressing a defect, the seller may refuse the purchase price, in which case the purchaser must return the goods essentially unchanged and undiminished or, if this proves impossible, credit the seller with an amount equal to the value of the retained goods when settling the account. The amount which the seller is required to repay to the purchaser shall be reduced by the amount the purchaser reasonably should pay for deriving profit and benefits from the goods, as well as an amount commensurate with the depreciation of the goods.

27. The purchaser shall bear the cost and risk of transporting defective components to the seller, whereas the seller shall bear the cost and risk of transporting any replaced or repaired goods to the destination specified in the contract or, if no such destination is stated, to the place of delivery.

If the seller carries out repairs as referenced in Clause 26 at the purchaser’s location, the latter shall pay travel costs and per diems relating to traveling and working hours expended by the seller’s personnel.

28. Any defective components replaced pursuant to Clause 23 shall be placed at the seller’s disposal.

29. If the seller, despite being requested to do so, fails to meet his obligations within a reasonable period pursuant to Clause 26, the purchaser may, at his option, have necessary repairs carried out or new goods manufactured at the seller’s expense provided that he exercises due diligence in doing so, or, if the defect is of fundamental importance to the purchaser and this was or should have been apparent to the seller, may cancel the contract with respect to the portion of the goods which could not be used as intended due to the seller’s negligence. In such case, settlement shall be made pursuant to Clause 26, third paragraph.

The seller’s obligation himself to carry out the measures referenced in Clause 26 and compensate the purchaser pursuant to the present paragraph shall be limited to a total amount not exceeding 15 percent of the price of the goods.

30. The seller’s responsibility shall not extend to defects caused by materials supplied or designs stipulated by the purchaser.

31. Notwithstanding the provisions of Clauses 23-30, the seller’s obligations shall not extend beyond fifteen months from commencement of the original warranty period.

32. The seller’s liability is limited to defects arising during proper use and under operating conditions as seen in the contract. It does not extend to defects caused by inadequate maintenance or improper assembly by the purchaser, modifications without the seller’s written consent, repairs incorrectly performed by the purchaser, or normal wear and tear.

The seller shall have no liability for defects save as stipulated in Clauses 23 – 31. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss.

Product liability
33. The purchaser shall indemnify and hold the seller harmless to the extent that the seller incurs liability towards any third party in respect of loss or damage for which the seller is not liable towards the purchaser according to the second and third paragraphs of this clause.

The seller shall have no liability for damage caused by the goods:

a) to any movable or immovable property, or consequential loss due to such damage, occurring while the goods are in the purchaser’s possession, or
b) to products manufactured by the purchaser or to products of which the purchaser’s products form a part.

The above limitations of the seller’s liability shall not apply if he has been guilty of gross negligence.

If a third party lodges a claim for compensation against seller or purchaser for loss or damage referred to in this Clause, the other party to the contract shall forthwith be notified thereof in writing.

The seller and the purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the goods. The liability as between the seller and the purchaser shall, however, always be settled in accordance with Clause 43.

Life Support Applications
34. Unless specifically otherwise agreed in writing by the seller, the buyer acknowledges that products sold by the seller are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. The buyer will indemnify and hold the seller harmless from any loss, cost or damage resulting from the buyer’s breach of the provisions of this paragraph.

Force majeure
35. If execution of the contract is prevented or impeded by circumstances such as war, official acts, insurance, restricted energy supply, labour disruptions, prohibitions, injunctions, the withholding of licenses, accidents, unfavourable transport or weather conditions, or failed deliveries from sub-contractors, which a party could not reasonably have foreseen at the time of concluding the contract, and the effects of which he likewise could not reasonably have prevented or overcome, shall be granted commensurate relief from his obligation to deliver, or take delivery of, the goods according to the contract.

36. In the event of a circumstance referenced in Clause 35, the affected party should promptly advise the other party in writing.

37. In addition to the purchaser’s right to cancel the contract due to late delivery pursuant to Clause 15, and the seller’s right to cancel the contract due to the purchaser’s failure to take delivery of the goods pursuant to Clause 18, or pay for it pursuant to Clause 21, either party shall have the right to cancel the contract by giving written notice to the other party if completion of the contract is prevented for a period of six months due to a circumstance referenced in Clause 35.

Limitation of liability
38. In the event of circumstances which render a party liable under the present terms, any damages shall be limited to such loss as could reasonably have been foreseen at the time the contract was concluded as a typical result of said circumstances and shall be subject to the additional limitations referenced in Clauses 39 and 40.

39. A party alleging breach of contract is obliged to take reasonable measures to limit the resulting damage. Should he fail to do so, any damages to which he would otherwise have been entitled shall be reduced or forfeited.

40. The total amount which the seller may have to pay to the purchaser as a result of the purchase shall be limited to the lesser of 15 percent of the price of the sold goods and 10 times the base amount stipulated in the General Insurance Act(SFS 1962:381).

Statute of limitation
41. Any claim against the seller shall be forfeit unless court or arbitration proceedings pursuant to Clause 43 are initiated within two years from the delivery of the goods.

Export and import licenses, re-export restrictions etc.
42. The purchaser undertakes:

a) To participate as necessary in obtaining export or import licenses for the purchased goods, in this context providing information that is correct and complete in all respects.

b) In the event of re-export of the goods, or other product containing all or part of the purchased goods, to obtain the necessary permits and comply with applicable regulations including but not limited to the EU Export regulations and US re-export regulations.

c) In the event of re-sale, to impose the same obligations on the new purchaser as those applicable to the purchaser under (b) above.

Jurisdiction and arbitration
43. In the event of default, the seller’s claim for payment of the purchase price shall be enforceable by application for a summary judgment (betalningsföreläggande). Disputes concerning less than 10 times the base amount (basbelopp) stipulated in the General Insurance Act (SFS 1962:381) shall be settled in a general court of law. Other disputes arising from the contract shall not be submitted to a court of law through claims, counterclaims or offsetting claims but shall be resolved by an arbitrator under current legislation concerning arbitration and the application of Swedish law.