



Insofar as no other agreement has been concluded in writing, the following general terms shall apply:

- I. The delivery period shall be calculated from one of the following points in time, whichever is the latest:
 - (a) the date on which the contract is executed;
 - (b) the date on which the supplier receives notification that a valid export or import licence has been issued, if this is required for the performance of the contract; or
 - (c) the date on which the supplier receives any payment which must be made under the terms of the contract prior to commencement of delivery.
- II. The point in time at which the risk for the goods passes from one party to the other shall be determined in accordance with the International Regulations governing the Interpretation of Commercial Terms (INCOTERMS) drawn up by the International Chambers of Commerce, as they applied on the date the contract was executed. Where no delivery clause has been agreed upon, the goods shall be considered sold "ex works" (EXW). If the buyer fails to take delivery of the consignment at the appointed time, he shall nevertheless be liable to effect each and every payment contingent upon delivery, as if the consignment in question had been delivered. If, irrespective of cause, the buyer fails to take delivery at the appointed time, the supplier shall be entitled to cancel the contract, in respect of that portion of the consignment and to receive compensation from the buyer. The maximum amount payable shall not exceed the purchase sum for the portion of the consignment not received.

The seller shall not be liable to pay the buyer any compensation in respect of damage suffered by the buyer due to delayed delivery.

- III. Each delivery shall constitute a separate purchase. If a purchase contract is entered into in respect of successive deliveries, each consignment shall be regarded as an independent transaction.

Faults or irregularities in any individual delivery do not entitle the buyer to cancel the contract in its entirety.

The volume specified in the order acknowledgement may vary within a 10% margin above or below what is stated without being regarded as defective.

If any one of several deliveries is postponed in consequence of hindrances specified under Paragraph IV below, subsequent deliveries may be postponed correspondingly.
- IV. In the event of a government intervention (Swedish or foreign), war, labour disputes, mobilisation, difficulties in obtaining labour, scarcity of means of transport, general shortage of goods, inadequate supplies of raw materials, electric power or any other source of energy, delayed deliveries from sub-suppliers or others, fire, damage to machinery or any other accidents at factories, transportation facilities, icebound conditions or any other circumstances of any kind whatsoever beyond the control of the parties which may have an obstructive effect on the seller's possibility to effect delivery, the seller and/or the buyer are entitled to postpone the delivery for the duration of time required to cure the effects of such circumstances. Should this period exceed two months, each party has the right to cancel, wholly or in part, those deliveries which should have been effected during the said period.

A party who wishes to avail himself of the rights mentioned above shall notify the other party in writing to that effect without delay.

Neither party is responsible for damage or loss resulting as a consequence of deliveries being postponed or cancelled under the said conditions.

- V. If, after an agreement has been concluded, raw material prices for the relevant product, export and/ or import duties, customs charges, duties on export, import and delivery or similar charges should be raised as a result of decision(s) made by suppliers, authorities or any third party, or new duties and charges are introduced and implemented in respect of the relevant product, the price may be revised accordingly regardless of if a fixed price has been agreed. Discounts or commissions, payable as a percentage of the price of the product, shall, in the event of a revision of the price as stated above be computed on the revised price.
- VI. If there is a change in the rate of exchange after the agreement has been concluded which affects the seller's costs of purchasing, production, conveyance and any similar measures relating to the product, the seller is entitled to revise the price accordingly.
- VII. If goods delivered is defective, it shall, if the buyer so desires, be replaced by non-defective goods, if, in the opinion of the seller, this is practically feasible. The buyer shall not be entitled to any compensation for any direct or indirect damage or loss suffered, including loss or damage to property or personal injury. The seller does not assume any responsibility for the goods being fit for any particular purpose. The seller does not furnish any guarantee that the buyer, in using, reselling or handling the goods, is not infringing any third party's patent, registered trademark or any other industrial right, and is not liable in any way to compensate the buyer for damages and costs incurred by such infringement.
- VIII. It is expressly understood that any technical advice furnished by seller with reference to the use of its products is given free of charge and seller assumes no obligation or liability for the advice given or results obtained. All such advice is given and accepted at Buyer's risk.
- IX. If the buyer fails to fulfil his liability to pay or neglects to furnish the contracted guarantee of payment, or if he is declared bankrupt or becomes insolvent, the seller is entitled to demand appropriate security or to cancel the remaining deliveries. The buyer is responsible to compensate the seller for any damage which the seller may thereby incur.
- X. The waiver by the seller of a breach or default of any of the provisions of this agreement by the buyer shall not be construed as a waiver of any succeeding breach of the same or other provisions. Nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege, that it has or may have hereunder, operate as a waiver of any breach of default by the other party.
- XI. If any provision of this agreement shall be proved to be invalid or unenforceable, this shall not affect other provisions of this agreement and all unaffected provisions shall remain in full force and effect. The parties agree to attempt with reasonable efforts to substitute such effected provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the affected provision.
- XII. Any dispute as to the interpretation and application of the contract shall be judged under Swedish law and be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.