

## GENERAL SALES AND DELIVERY CONDITIONS

1. These conditions apply unless otherwise stipulated in writing by the concerned parties
2. Tenders concerning sales are valid for a period of eight days unless otherwise stipulated.
3. The sellers order confirmation shall be considered to have been approved in all respects by the purchaser unless immediate notice is given to the seller.
4. Specifications regarding purchased quantities shall be submitted to the purchaser within the period specified in the purchasing agreement. If the seller has not received the above mentioned specifications, the seller has the right to cancel the purchasing agreement related to the unspecified quantity and to receive reimbursement from the purchaser for cancellation costs and lost earnings or to self, at least 14 days before delivery, make final specifications using goods from the sellers standard assortment.
5. When the purchaser provides metal raw materials for manufacture, the seller has the right to use this raw material for ongoing production. However, the seller is thereby responsible for making available corresponding quantities and qualities of the raw material for manufacture of goods ordered by the purchaser in ample time so that delivery is not thereby delayed.
6. If not other wise agreed, stock deliveries are made from stocks while production deliveries to receivers within Sweden are made free of shipping costs to agreed destinations and to receivers in other Nordic countries, FOB to the agreed destination. Unless goods are sold FOB, delivery is considered to have occurred at the correct time if the goods are dispatched within the agreed delivery period to the agreed destination from the sellers plant or stocks.
7. In the event of delivery delay for which the seller is responsible, the seller is not responsible for paying damages. However, the purchaser reserves the right in such cases to cancel the agreement for undelivered quantities when delivery is substantially delayed. If delayed deliveries are caused by the failure of the purchaser to fulfill contractual obligations, the seller has the right to extend the delivery period to a reasonable degree. If the purchasers failure to fulfill contractual obligations is substantial, the seller has the right to completely or partially cancel the agreement and to receive reimbursements from the purchaser for cancellation costs and lost earnings.
8. Grounds for exemption from fulfilling contractual obligations during the agreed period (force majeure), include the following circumstances if said circumstances occur after the agreement was made and if they prohibit fulfillment of the agreement: labour conflicts and all other circumstances out of the parties' control, such as fire, acts of war, mobilization or considerable military conscription, requisition, confiscation, currency restrictions, revolt, riots, shortage of transportation means or raw materials, restrictions on energy supply and faulty or limited delivery from vendors that are caused by any of the above mentioned circumstances. The seller is released from fulfillment of contractual obligations in regard to specific circumstances to the extent that they limit the sellers capability to make delivery in a satisfactory manner. If a party wishes to be released from fulfillment of contractual obligations because of specific circumstances, notification shall be made in writing to the opposite party, both of when the circumstances occurred and when they ceased to occur. If the agreement cannot be fulfilled within a reasonable time because of the above mentioned circumstances, both parties have the right, through written notification, to cancel the agreement as concerns undelivered quantities. The purchasers cancellation right, however, shall not encompass such goods whose manufacture has progressed to the point where the seller does not consider the goods to be of use for other orders.
9. Notification regarding errors or faults in delivered goods shall be made immediately after the error or fault is detected by the purchaser, but not more than one year from the date of delivery. Notification does not entail any other responsibility for the seller other than to put the goods in the condition stipulated by the agreement through replacement, repair or reworking of goods as deemed suitable by the seller during a reasonable period of time.
10. The seller is permitted over or under-delivery of 10% of the goods specified by the purchaser. If sold for delivery in special posts, each such post shall be specified separately.
11. New or increased taxes, customs charges, insurance premiums, harbor fees or similar expenses, that arise after the tender has been submitted or after the agreement is made and that affect the tendered or sold goods, shall be paid by the purchaser.
12. The price agreed upon for production deliveries includes packaging with consideration to the type of goods and the transportation method. For stock deliveries, the specified price includes sealed normal packaging. Expenses for other packaging is billed at cost. Packaging is not accepted for return without special agreement.
13. If prior to delivery, the seller has reason to doubt the purchasers ability to make payment, the seller has the right to cancel the agreement unless the purchaser offers to receive goods against document liquidity or advance payment or to immediately make available collateral that can be approved by the seller.
14. Interest calculated from the due date for payment is charged using an interest rate that exceeds the highest current official discount rate in Sweden and in the purchasers country by 15 percentage points.
15. In the event of legal conflicts between the seller and purchaser, Swedish law is applicable. Disagreements regarding interpretation or application of the agreement shall be resolved by a mediator in accordance with Swedish law in regard to mediators. However, the seller has the right to seek reimbursement for uncontested arrears in a court with jurisdiction over the purchasers domicile.