

General terms and conditions of sales and delivery

1. These terms and conditions apply to the extent if parties have not agreed otherwise in writing.
 2. Sales offer is valid unless otherwise specified therein for adoption within eight days from the date of offer.
 3. Seller's order confirmation shall in all respect be accepted by the buyer unless no remark has been announced to the seller without delay.
 4. Specification of bought quantity shall be provided to the seller within the time which is specified in the agreement. If such specification not has been provided within agreed time limit, the seller has the right to cancel the agreement and/or obtain compensation due to cancellation costs and non-profit losses. Alternatively end the purchase of seller's products within 14 days before delivery.
 5. As the purchaser provides the seller with raw material for production, the seller owns the right to dispose this raw material for continuous production. Hence, the seller is obliged to make the corresponding quantity and quality of the raw material available at such time that the delivery of buyers order is not thereby delayed.
 6. If nothing else is agreed in writing, the delivery of stock items and manufactured items is sent from seller free of charge within agreed destinations in Sweden. The delivery shall be made within lead time as long as the material has been ordered within agreed destination of truck route and as long as material is produced or stored within seller's production and stock.
 7. In case of delay of delivery, for which the seller is responsible, the seller is not obliged to pay any indemnity. The buyer however has, in case of significant delivery delay, the right to cancel the agreement within such time as the material has not yet been transported. If delays occur due to delays at the purchaser, the seller owns the right to extend the time of delivery within reasonable amount of time. If the delay from purchaser is significant the seller owns the right to completely or partly cancel the agreement and obtain compensation for non-profit and cancellation costs from the purchaser.
 8. As basis for the party to be immune of the obligation to within the agreed amount of time complete the agreement, ("force majeure") are following circumstances considered reasonable, as long as they occur after the agreement has been signed and prevents its fulfillment: labor conflict and any other circumstance that the party cannot control, as fire, war, mobilization or extensive military recall, requisition, seizure, currency restrictions, rebellion, riot, dearth of transport or raw materials, restrictions on the supply of energy, as well as errors or restrictions in or delay from subcontractors, which are due in the circumstances specified herein.
- The same grounds of liberation apply to the seller if they are limiting the possibilities to fulfill delivery of ordered material.
- The responsibility lies on the part wishing for liberation to without adjournment inform the other party in written of the occurrence hence the agreement's termination. If the fulfillment of agreement is impossible due to above mentioned circumstances, both party has the right to, in written, notify the counterparty to cancel the agreement as far as it concerns undelivered quantities.
- The buyers right of withdrawal however shall not include such material whose production has progressed so far that the seller not consider it possible to use for other orders.
9. Remarks on defect or errors in delivery shall be made immediately after the defect has been notified, but latest one year after the delivery. The responsibility is regardless limited to the part of possible indemnity which exceeds 100 000 SEK and below 35 000 000 SEK.
 10. The seller is entitled to deliver quantity's above or below 10% tolerances of the buyers specified ordered quantity. When material is ordered on separate posts shall thereby each post be considered to be separately specified.
 11. New or elevated taxes, custom duties, insurance premiums, port charges or other similar fees which is due after offer has been given to customer or agreement is settled, which affects the seller or the sold item, shall be payed by the buyer.
 12. The agreement settled price quoted for delivery includes, with consideration of the materials art and the mode of transport, normal packaging. For deliveries of stock items agreement quoted price includes unbroken normal packaging. All other type of packaging's is charged the buyer. Packaging's is not retaken if nothing else has been agreed in written.
 13. If seller has fair reason to doubt the buyer's ability to pay, the seller has the right to cancel the agreement, unless the buyer offer advance payment or document liquid or inadvertently makes such security for liquidation as may be accepted by the seller.
 14. Interest rate will be charged from the due date according to an interest rate which exceeds the highest, of in current time official dis accounts in Sweden and in the buyer's country with 15 percent.
 15. In the legal relationship between the seller and the buyer Swedish law applies. Disputes relating to the interpretation or application of the agreement shall be settled by arbitrators according to Swedish law of arbitrators act. However, without prejudice to this, the seller shall, for the purpose of an unpaid due date claim, apply to a general court with a legal verdict of the buyers domicile.