

General terms of sale

Fact sheet 12:1 08.01 edition 1 (English)

1. Applicability

These general terms and conditions of sale apply if they are not changed by written agreement between the parties.

2. Packaging

Prices stated in price lists, tenders and agreements include the cost, unless otherwise agreed in writing, for packaging or packaging that under normal transport conditions is required to prevent damage or deterioration of the goods.

3. Tender documents and drawings

Tenders submitted by the seller are valid for 30 days from the time the tender was submitted and the buyer's acceptance must be received by the seller within this time. Tenders, drawings and other documents submitted by the seller to the buyer remain the property of the seller. They may not be used by the buyer or copied, reproduced, handed over or otherwise brought to the knowledge of third parties without the seller's consent.

4. Price information

Stated prices apply excluding VAT, other taxes or levies. The goods are delivered freely to the seller's factory unless otherwise stated. Shipping to the place of delivery's nearest transshipment or railway station is invoiced as stated in the price list valid at the time of purchase.

If the buyer requests a delivery time longer than three months from the order date, the seller has the right to change the price with the percentage change in the consumer price index between the order date and the delivery date, unless otherwise agreed.

5. Product changes

The seller has the right, without informing the buyer, to make minor changes to the design of the product.

6. Delivery

Delivery time is stated on the seller's order confirmation in years and weeks and refers to the time of delivery from the seller's factory.

If the buyer fails to receive the goods within the stipulated delivery time or requests a postponement of delivery, the buyer is still obliged to make payment as if the goods had been delivered. The seller can arrange storage of the goods at the buyer's risk and expense. The cost of storage shall be determined at 0.5 percent of the invoiced net value excluding VAT per commenced week.

If the seller finds that the agreed delivery time cannot be kept or there is a delay with the delivery, the seller must notify the buyer and state the reason for the delay and the time when the delivery is expected to take place.

If the purchase refers to a product that is to be manufactured specifically for the buyer according to the buyer's instructions and wishes, the buyer has the right to cancel the purchase only if the delay amounts to at least 6 weeks.

The seller disclaims all liability for damages concerning direct or indirect damage for the delivery delay. The only sanction that the buyer can thus claim is cancellation according to the rules of the Sale of Goods Act in this regard. The above disclaimer does not apply if the seller has been guilty of gross negligence. In such case, however, the liability is limited to a maximum of 0.5 percent of the value of the goods per week of delay, however a maximum of 7.5 percent.

7. Returns

Returns without our approval are not accepted.

8. Payment terms

Delivered goods must be paid 30 days net from the invoice date. Services performed, such as import and assembly, must be paid 30 days net after the service is completed. Transport and assembly, which are planned to take place immediately after delivery, are invoiced together with goods and the entire invoice is due for payment within 30 days from the invoice date. The seller has the right to withhold his performance if there is reason to assume that the buyer will not fulfill his obligation to pay the purchase price if the buyer does not pay in advance or provide security. If the buyer does not pay on time, the seller is entitled to credit default interest from the invoice due date that exceeds the Riksbank's discount by nine percentage points.

9. Retention of Title

Delivered goods remain the seller's property until full payment has been made. In the case of partial payment, if the goods are taken back, the seller shall unilaterally decide which part of the delivery remains unpaid.

The buyer shall keep the delivered goods securely insured until the ownership of the goods has been transferred to the buyer. If the buyer intends to resell the goods, he shall notify the seller thereof and in such a situation the seller has the right to request satisfactory security for the delivery.

10. The seller's work in the buyer's premises

If the seller has undertaken to transport and assemble goods on premises designated by the buyer, the buyer shall be responsible for:

- That premises can be disposed of by the seller for a period specified by the seller
- That access roads and possible lifts are available to the seller
- That unpacking and storage spaces are available in the building
- That other work that may prevent, complicate or delay the seller's work is completed
- That premises and storage spaces during the time of the seller's work are securely locked and that keys are provided to the seller

After completed work, it is the seller's responsibility to take care of packaging, but cleaning of the buyer's premises is not included. If the buyer fails in his above obligations, the seller shall receive compensation for costs incurred thereby.

11. Liability for errors

The seller undertakes to remedy any occurring defects in construction, materials or manufacturing. Remedy can be done by repairing or replacing delivered goods. The buyer must notify the seller in writing of defects within seven days of the buyer's receipt of goods or, where applicable, goods assembled by the seller. The warranty period is two years and starts when the goods are delivered from the seller. The seller's liability only covers defects that occur during proper use.

It does not cover faults caused by inadequate maintenance or incorrect installation on the part of the buyer, normal wear and tear or deterioration. The buyer is not entitled to withhold any part of the purchase price due to an alleged error or defect, and the seller's guarantee obligations apply only on condition that the buyer pays full payment in accordance with the payment terms in the purchase agreement. All information, written and oral, regarding weight, dimensions, capacity, technical and other data in catalogs, prospectuses, advertisements, images and price lists is approximate.

The information is binding only insofar as the agreement explicitly refers to them. The information can thus not be used as a basis for a fault liability for the seller. If the goods are to be used for a specific purpose, it is the buyer's responsibility to ascertain the usefulness of the goods for this purpose.

12. Transport damage

If damage to goods can be assumed to have occurred during transport, the buyer must report the damage to the carrier within seven days from receiving the goods. In the event of a transport damage, the buyer is otherwise obliged to follow the instructions stated on the delivery order (delivery note) for the goods.

13. Damages etc.

The seller's liability for defects is thus limited to remedying the defect in accordance with the warranty terms. The seller is thus not obliged to pay any compensation to the buyer for lost revenue, downtime costs, third parties compensation, lost profits or the like due to defects or deficiencies in the goods. If one party is obliged to pay damages to the other, the damages shall only cover such damage as the failing party could reasonably have foreseen at the time of the conclusion of the contract. Compensation for damage may under no circumstances exceed an amount corresponding to 10 percent of the delivery or the part of the delivery that caused the damage. The seller is not liable for damage that may occur to other property that occurs when the goods are in the buyer's possession.

14. Force Majeure

The parties have the right to defer fulfillment of their obligations if obstacles to performance are due to fire, labor dispute, war, mobilization, requisition, seizure, currency restrictions, rebellion, shortage of means of transport, general shortage of goods, restrictions on power and any other circumstance that the parties cannot control and errors in or delay in deliveries from subcontractors due to the above-mentioned circumstances. A party has the right to terminate an agreement on fulfillment of an obligation within a reasonable time made impossible by the above-mentioned circumstance.