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## GENERAL PURCHASING TERMS AND CONDITIONS

### SLÄPIS AB

#### 1. Applicable terms and conditions

The purchasing terms below are applicable upon the buyers ("Släpis") purchase of goods from the supplier ("Seller"), unless otherwise is agreed between the parties. Any general conditions on the part of the Seller shall not apply, even if Släpis does not oppose their validity as such.

#### 2. Conclusion of the contract – order and acceptance

Supply contracts (order and acceptance) as well as alterations and additions thereto must be in writing.

Should the Seller not accept the order within a period of three (3) weeks from receipt, Släpis has the right to cancel the order.

Within the scope of what may be reasonably expected by the Seller, Släpis may request changes to the ordered goods in terms of design and finish. Any adjustment in e.g. price or delivery time as a result of such requested change, shall be agreed upon between the parties.

#### 3. Payment

Payment shall be made within thirty (30) days from the receipt of the invoice. The due date for payment according to the invoice does not start to run before the goods have been received, unless otherwise agreed. In the event of a defective delivery, Släpis has the right to withhold payment pro rata until final settlement has been completed.

The Seller may set off its claims only against counter claims that are undisputed between the parties or counter claims that have been legally settled by a final court decision.

#### 4. Delivery

The goods shall be delivered at the agreed time and place.

If not otherwise agreed, applicable terms of delivery are Incoterms 2010 **CIP** Släpis' central warehouse, Lagegatan 15, Ängelholm.

The transfer of risk is determined in accordance with the applicable Incoterm delivery clause.

#### 5. Delayed delivery

Should the Seller have reason to believe that delivery cannot take place within the agreed time, the Seller must immediately notify Släpis about the delay and inform Släpis of a new delivery date. Failure to leave such notification will make the Seller liable for all such damage that Släpis could have avoided, should notification have been given accordingly.

In case of delayed delivery, regardless of shown damage, Släpis is entitled to a penalty payment for each started week of delay, amounting to 1 % of the purchase price of the delivery in question, but not exceeding a total of 10% of the total purchase price.

Upon the expiration of a reasonable additional time, or always after five weeks of delay, Släpis is entitled to fully or partially cancel the order.

Should the delay cause Släpis any damage, the Seller shall compensate Släpis for all direct and indirect costs incurred in relation thereto, to the amount exceeding the penalty payment.

#### 6. Intellectual property rights

The Seller guarantees that the goods delivered do not infringe on another's intellectual property rights. Should any claims be

brought upon Släpis due to the infringement of third party rights linked to the Sellers goods, the Seller is obliged to keep Släpis indemnified as a result of these claims by, for instance, taking appropriate measures at its own expense.

Should Släpis nonetheless become liable towards third parties due to intrusions etc., the Seller is obliged to keep Släpis indemnified.

## **7. Quality and documentation**

The Seller guarantees that the goods comply with all applicable requirements according to the rules and regulations of the Swedish and European authorities, as well as the technical requirements and the function specified in the order or which otherwise may be expected.

The Seller guarantees that the goods for which special markings and information and documentation rules apply, e.g. regarding chemicals according to CLP, and the delivery itself meet all the regulations currently applicable.

Unless otherwise agreed, the Seller shall not later than at the time of delivery supply Släpis with the documentation, as described above, in Swedish, to the extent appropriate to the nature of the goods and, on request, provide Släpis with copies of these documents.

Should any damage be caused to Släpis as a result of the Seller's failure to comply with the requirements above, the Seller shall compensate Släpis for all direct and indirect damages incurred in relation thereto.

## **8. Seller's liability for defects**

In the event of delivery of defective goods Släpis may, when giving notification as per paragraph 9, or within a reasonable time after, require redelivery, price reduction or, if the error is of significant importance to Släpis, cancel the purchase.

Should Släpis choose to request redelivery, the Seller is obliged to promptly deliver new and faultless goods.

In the event redelivery is not eligible or does not take place within the reasonable additional time, as announced by Släpis, Släpis may at its own discretion demand a price reduction corresponding to the defect, or cancel the purchase. If the purchase is canceled the Seller shall compensate Släpis for any damage.

## **9. Complaint**

Defect, deficiency or over/ underdelivery that Släpis discovers or ought to have discovered at an inspection of the goods upon delivery for externally visible defects, must be announced by giving notification to the Seller (complaint) within ten (10) days from the date of delivery. Other faults and defects must be notified within three (3) weeks after the defect has otherwise come to Släpis' knowledge, e.g. as a result of a complaint from a customer.

## **10. Product safety**

If any goods delivered by the Seller is defective, causing personal injury or damage to the property of Släpis or lead to liability claims against Släpis because of such injury suffered from a third party, the Seller shall keep Släpis free from liability, unless the damage is due to negligence on the part of Släpis.

## **11. Non-disclosure**

The parties shall observe confidentiality with respect to such information or knowledge that can be assumed to be of confidential nature, derived from the information in connection with the parties' business relationship.

## **12. Applicable law, Dispute**

The agreement shall in all respects be governed by Swedish law, including CISG (International Convention of the Sale of Goods). Disputes arising from the agreement will be tried by Swedish courts with Helsingborg District Court as first instance.