



ASPLUNDS INDUSTRI PRODUKTER AB

## **AIP - GENERAL TERMS AND CONDITIONS (GTC)**

**(September 2024)**

### **1. Applicability**

- 1.1. All deliveries and services of Asplunds Industri Produkter AB shall be effected exclusively subject to these General Terms and Conditions ("GTC").
- 1.2. Deviations from the GTC shall apply only if they have been confirmed in writing by Asplunds Industri Produkter AB before.
- 1.3. The GTC shall apply until further notice.

### **2. Conclusion of the Agreement**

- 2.1. Offers of Asplunds Industri Produkter AB shall be non-binding.
- 2.2. Contracts shall only be concluded in writing (mail, fax, e-mail including an electronic signature) and shall be provisionally ineffective until issuance of a written acknowledgement of order by persons authorized to represent Asplunds Industri Produkter AB.
- 2.3. Contracts shall become unconditionally legally effective only upon issuance of an acknowledgement of order by persons authorized to represent Asplunds Industri Produkter AB. Silence shall in no case be considered consent.
- 2.4. Acknowledgements of orders of Asplunds Industri Produkter AB shall be considered accepted by the recipient if the recipient fails to object thereto within one week of receipt.
- 2.5. Modifications of offers shall apply only if they were confirmed by Asplunds Industri Produkter AB in writing.

### **3. Prices; Terms of payment**

- 3.1. In the case of contracts that involve delivery periods of more than three months Asplunds Industri Produkter AB reserves the right to increase prices in accordance with increases in costs of materials that have occurred at the suppliers of Asplunds Industri Produkter AB.

3.2. All prices are exclusive of VAT.

3.3. Unless agreed otherwise, invoices shall be due for payment without deduction of a cash discount immediately upon receipt.

3.4. In the case of an unclear or bad credit standing of the customer noticed by Asplunds Industri Produkter AB delivery shall be rendered only against advance payment.

3.5. In the case of default of payment default interest in the amount of 8% above the base interest rate of the Swedish Central Bank applicable from time to time shall be charged.

3.6. In the case of default of payment the customer shall also be obliged to reimburse Asplunds Industri Produkter AB all collection costs, in particular the costs for reminders and interventions of lawyers, incurred by it due to non-fulfillment of contractual duties.

### **4. Supply**

4.1. Asplunds Industri Produkter AB shall only owe delivery but not installation of the products ordered.

4.2. Delivery shall be rendered EXW (ex works Incoterms 2010) to the delivery address advised by the customer.

4.3. Partial deliveries shall be possible upon prior notification.

4.4. Delivery of the products by Asplunds Industri Produkter AB shall be fulfilled only upon handover to the customer or the customer's forwarder.

4.5. A return of goods, if any, shall be deemed effected only if the goods have been returned to the place advised by Asplunds Industri Produkter AB by the customer or a third party commissioned by the customer.

4.6. Minor deviations from delivery periods shall neither entitle the customer to rescind the

contract nor to assert damages on account of delay.

- 4.7. If the customer is in default of acceptance, Asplunds Industri Produkter AB shall not be liable for any damage to the product that occurs during the period of delay of acceptance.
- 4.8. The costs arising from the delay in acceptance shall be fully borne by the customer.

## **5. Retention of Title**

- 5.1. All deliveries of Asplunds Industri Produkter AB shall be effected subject to retention of title.
- 5.2. Asplunds Industri Produkter AB shall retain title to the delivered goods until full payment.
- 5.3. If the delivered goods are processed by the customer this shall not result in the customer obtaining title to the goods.
- 5.4. If they are processed into a new product together with other goods which do not belong to Asplunds Industri Produkter AB, Asplunds Industri Produkter AB shall obtain co-ownership of the new item pro rata the value of the goods delivered by Asplunds Industri Produkter AB to the total value of the new product.
- 5.5. The customer shall be obliged to store the goods that are subject to retention of title separately from his other goods and maintain sufficient insurance coverage against acts of God and theft.
- 5.6. In the case of non-timely payment of the purchase price or opening of insolvency proceedings over the assets of the customer or dismissal of a petition to that effect for lack of assets to cover the costs, Asplunds Industri Produkter AB shall be entitled to temporarily take back the goods without rescinding the contract.
- 5.7. Related costs shall be reimbursed by the customer.

## **6. Warranty**

- 6.1. The statutory warranty period shall commence on the date of delivery of the goods to the customer and shall end not later than at the end of the product's useful life as stated in the product data sheet.

6.2. Differences in color, form or design of the product that result from production, are technologically necessary or customary in trade shall not entitle the customer to assert warranty claims.

6.3. In the case of warranty Asplunds Industri Produkter AB shall be entitled to release itself from claims for cancellation of the contract or price reduction by replacing defective goods by goods that are free from defects within a reasonable period of time or, in the case of a claim for a price reduction, by carrying out an improvement or rendering subsequent delivery of missing parts within a reasonable period of time and in a manner reasonable for Asplunds Industri Produkter AB.

6.4. In the case of cancellation of the contract the customer shall reimburse Asplunds Industri Produkter AB any benefit from use of the goods before their return to Asplunds Industri Produkter AB (reasonable fee for use).

## **7. Liability**

- 7.1. Asplunds Industri Produkter AB shall be exclusively liable for the fact that the product is free from defects in title and possesses the properties promised in writing, in particular the properties promised in the respective product data sheet.
- 7.2. The products shall be stored in accordance with the provisions of the product data sheet.
- 7.3. Any additional liability, in particular for usually expected properties or for suitability of the product for a specific purpose shall be excluded, even if Asplunds Industri Produkter AB was informed thereof.
- 7.4. The customer shall be solely responsible for suitability of goods ordered for the customer's purposes.
- 7.5. Asplunds Industri Produkter AB shall not be liable for ordinary negligence.
- 7.6. Any advice by Asplunds Industri Produkter AB with respect to application engineering, be it given orally, in writing, by means of tests or otherwise, shall be effected to the best of Asplunds Industri Produkter AB knowledge, but excluding any warranty and liability.

7.7. Any rights of recourse claimed by contractors or third parties against Asplunds Industri Produkter AB under the title of "product liability" as defined by the Swedish Product Liability Act (SFS 1992:18) shall be excluded, unless the party entitled to recourse is able to prove that Asplunds Industri Produkter AB is responsible for the defect or has at least caused the defect by gross negligence.

## **8. Assignment**

- 8.1. Assignment or transfer of duties under contracts or specific rights under those contracts shall only be effective if the relevant other party has given its prior written consent. Such consent shall not be unreasonably withheld.
- 8.2. Either party shall be entitled to transfer the contract to a company affiliated with it without the consent of the other party.
- 8.3. For the purposes of this clause an affiliated company shall mean an enterprise in which one of the parties holds a direct or indirect participating interest of more than 50% of the voting registered capital or exercises corresponding management control or by which the party is controlled in such a way that the enterprise directly or indirectly holds more than 50% of the voting registered capital of the relevant party or exercises the relevant management control over the relevant party.

## **9. Force Majeure**

- 9.1. All events or circumstances, the prevention of which is beyond the parties' control, in particular unavoidable disturbances in shipping facilities, transport facilities and receiving

facilities, floods, strikes and lockouts, official orders, lack of raw materials, supply shortages or delays in deliveries from upstream suppliers or machine breakage and any other events of force majeure which reduce or prevent shipment or acceptance shall release Asplunds Industri Produkter AB from its duty to deliver under this contract for the duration and the scope of their effect.

## **10. Secrecy**

- 10.1. Any and all information, documents, notices, specimens, advice and data, in particular samples, formulas and information on production procedures and processes which are given or made available to Asplunds Industri Produkter AB or the customer by the other party in connection with this contractual relationship, be it in writing, orally or by means of electronic data transfer ("Confidential Information"), shall be kept strictly secret and confidential by the receiving party also after termination of the business relationship.

## **11. Applicable law; Place of jurisdiction**

- 11.1. This agreement shall be subject to Swedish law in its entirety and the conflict of laws rules as well as UN Sales Law shall be excluded.
- 11.2. Any dispute, controversy or claim arising out of or in connection with the deliveries or services of Asplunds Industri Produkter AB shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute.