

## **GENERAL SALES AND DELIVERY TERMS STOKVIS TAPES SVERIGE AB**

### **1. General**

- 1.1 These conditions apply to all offers by and all orders to Stokvis Tapes AB (hereafter: "Stokvis") for the sale and delivery by Stokvis of products (hereafter: "goods"), and to all agreements with Stokvis with respect thereto.
- 1.2 Provisions or warranties that deviate from these conditions, a written offer or an order confirmation can be invoked by the customer only if and to the extent that these provisions are accepted by Stokvis in writing.

### **2. Offers, orders and agreement**

- 2.1 All quotations and/or offers are valid 30 days from the date of the quotation and/or the offer unless otherwise is set out therein.

### **3. Drawings, statements, documents**

- 3.1 Catalogues, brochures, pictures, diagrams, statements of weights and of measures and similar disclosed data are only binding if and insofar as that has been expressly agreed in writing.
- 3.2 The technical data are based on tests in accordance with established standards. The technical data are not an absolute measurement of the quality of the goods but serve as an indication when deciding which goods to order. The goods should be submitted to a test to decide the proper qualities for the given purpose/ application. The customer is liable for having the recommended goods tested and evaluated for the intended application.

### **4. Price**

- 4.1 Prices set by or agreed to with Stokvis are net, therefore exclusive of V.A.T., and other fees and duties. The price does not include costs such as transportation, insurance, custom duties, installation, assembly or other services.

### **5. Delivery**

- 5.1 Unless agreed otherwise, the indicated time of delivery begins when Stokvis confirms the order. Either as the day of delivery is considered the day when the goods are dispatched or, in the event that the customer has notified Stokvis of an obstacle to receive the goods; the day when Stokvis notifies the customer that the goods are ready to be dispatched
- 5.2 In the event that the delivery is delayed with more than 1/3 of the agreed time of delivery, however with more than three weeks, and the delay is not caused by an event out of reasonable control of Stokvis or by an act of or an omission of the customer, then the customer is entitled to rescind the agreement by written notice regarding the delayed delivery. Regardless if the customer rescinds the agreement or not, the customer is only entitled to damages if expressly agreed in writing.
- 5.3 In the event that the customer makes changes or additions in the order or in other way changes the conditions for the agreed time of delivery or in the event of occurrences that Stokvis could not reasonably foresee; Stokvis is entitled to extend the time of delivery to the extent which is considered reasonable due to the circumstances.
- 5.4 At delivery of goods manufactured at order and not kept in stock, Stokvis is entitled to exceed or fall below of the agreed quantity with 10 %.

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### **6. Ownership**

- 6.1 Machinery, tools, accessories and other parts are the property of Stokvis until they are paid in full. Until then the customer is obliged to keep the property sufficiently insured against fire and theft, take care of the property and not to transfer the property to any third party. The customer is obliged to inform Stokvis about an impending insolvency of the customer and other events that might influence the rights of Stokvis.
- 6.2 The industrial and intellectual property rights to or associated with the goods delivered or to documents, goods and/or services in connection with the delivered goods remain with Stokvis or third parties entitled thereto, and are never transferred to the customer.

### **7. Inspection of the good, notice, defect**

- 7.1 Following delivery of the goods, the customer shall immediately inspect the goods and notify Stokvis of defects and/or shortage in the delivery.
- 7.2 The notification shall be in writing.
- 7.3 In the event of shortage, Stokvis must receive a written notice specifying the shortage within five days from the day that the customer in its turn received the delivery. In the event of defects, Stokvis must receive a written notice specifying the defects within eight days from the day that the customer in its turn received the delivery, however before the goods is used by the customer. In the circumstances when a defect is not possible to detect until later Stokvis must receive a written notice specifying the defect within eight days from the moment when the customer did detect or ought to have detected the defect, however not later than six (6) months after delivery. The customer may not return the goods without Stokvis' approval.

### **8. Force Majeure**

- 8.1 The parties shall be relieved from liability for a failure to perform any obligation due to any circumstance which impedes, delays or aggravates any obligation to be fulfilled by them under this Agreement, such as changes in laws and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labour disputes, blockades, major accidents and currency restrictions.
- 8.2 The party invoking an event of force majeure shall immediately notify the other party thereof.
- 8.3 The party invoking an event of force majeure is entitled to terminate this agreement with immediate effect if the performance of a certain obligation is delayed for more than three months.

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### **9. Warranty**

- 9.1 In the event of defects or shortage in the delivered goods, not caused by improper conditions regarding transportation, handling, storage or defects in the packaging of the goods; the material shall be returned to Stokvis for analysis. If Stokvis, after analysis of the material, accept defect or shortage Stokvis shall be entitled to, at its own expense, deliver substitute goods or repay the consideration or part thereof.
- 9.2 The warranty period is six (6) months after delivery.
- 9.3 Notification shall be made in accordance with art 7.2-7.3 above. Following notification, the customer shall administer the goods with proper care until Stokvis agrees in writing which of the remedies mentioned in article 9.1 it shall choose.
- 9.3.1 Any right to a guarantee lapses if: a) the directions given by Stokvis for storage, placement, testing, installation, assembly, monitoring, maintenance, and/or use are not followed exactly; b) the delivered goods are used improperly or other than in conformity with the agreed to or usual purpose; c) the customer or third parties not brought in by Stokvis has/have performed operations on the goods delivered by Stokvis without Stokvis' permission;
- 9.4 The customer shall enable Stokvis at its request to carry out its warranty activities

### **10. Liability and indemnification**

- 10.1 In the event of defects or shortage in the delivery; the customer is not entitled to rescind the agreement, nor is the customer entitled to any other indemnification than as set out in art 9.1 above, weather caused directly or indirectly.
- 10.2 The warranty applies only to the composition of the goods and its quality according to the specification of the goods. No warranty is granted regarding the result of the application of the goods.
- 10.3 Stokvis is not responsible for any personal injury or property damage caused by the goods. The customer shall hold Stokvis harmless in the event that the Stokvis is liable to pay compensation to a third party on account of product damage. Stokvis shall, however, be responsible for such damages if it is a result of grossly negligent from Stokvis.
- 10.4 The customer shall adhere strictly to national or international restrictions placed on export, import and application with respect to the goods to be delivered. It shall compensate Stokvis with respect to damage that arises for Stokvis due to failure to adhere to these restrictions.
- 10.5 Stokvis is entitled to compensation for damage and costs which are the consequence of refusal of or delay in the inspection, testing or acceptance.

### **11. Payment and security**

- 11.1 Terms of payment are 30 days from the date of delivery, if not otherwise agreed.
- 11.2 Stokvis is entitled to demand collateral regarding the fulfilment of payment, as condition for delivery.
- 11.3 The customer relinquishes its right to set off amounts charged by and between parties. Any payment made by the customer shall be deemed to settle the oldest outstanding debt.
- 11.4 Stokvis is entitled to charge the customer all costs in connection with collecting any monies due.

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### **12. Breach of agreement**

- 12.1 In the event that the customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, Stokvis has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.
- 12.2 The customer is entitled to rescind the agreement only in the cases referred to in articles 5.2 and 8.3 of these conditions.
- 12.3 If the agreement terminates pursuant to article 12.1 before the agreed goods are manufactured or delivered, Stokvis is entitled to the full agreed price for those goods, decreased by the savings arising directly from the termination. If the agreement ends pursuant to article 12.2, Stokvis is entitled to compensation for costs already incurred and / or investments already made at the time of the termination of the agreement.

### **13. Disputes and applicable law**

- 13.1 Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the provisions of the Swedish Arbitration Act (SFS 1999:116) as are presently in force.
- 13.2 This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 13.3 If any provision of this Agreement or part thereof is held invalid, this shall not affect the remaining provisions of the agreement, unless the obligations of a party hereto without the invalid part of the agreement are or will become unreasone