

GENERAL CONDITIONS OF DELIVERY FOR HANDELSHUSET STEFAN PERSSON AB (HSP AB)

The following conditions shall apply unless specifically agreed otherwise:

1. Entering into an agreement

All tenders and offers shall be without engagement, implying that they shall not be binding for HSP AB until the tender has been accepted and HSP AB has issued a written acknowledgement of the order.

2. Delivery

Goods shall be delivered free ex-works indicated by HSP AB.

In view of that goods shall be delivered further to call-off, such call-offs shall be made within a timeline that can be considered as being reasonable with regard to quantity, delivery location and similar aspects.

Call-offs of goods shall be evenly spread over the delivery period. The purchaser may not modify agreed delivery quality without specific consent.

3. Delivery times, delivery delays

Stated delivery times are approximate. The purchaser shall be promptly informed should HSP AB find that a significant delay may arise. Should significant delay imply considerable inconvenience for the purchaser, the purchaser shall have the right to revoke the agreement regarding the delayed goods. With successive deliveries, each delivery shall be considered as an independent sale and the purchaser shall not have the right upon delay of a partial delivery to revoke the agreement in general, but only for the partial delivery that has been delayed.

HSP AB shall not be liable for any damages towards the purchaser or a third party further to a delayed delivery or partial delivery.

4. The purchaser's inspection obligation, claims, error/defect in the goods

The purchaser shall inspect the goods immediately following receipt. In the event the purchaser wishes to submit a claim to HSP AB regarding an error or defect, such must be able to be substantiated through evidence from an approved laboratory further to analysis of a sample of the goods taken with usual sampling methods. Claims must be submitted without delay, and no later than ten (10) days after receipt of the goods. In the event of a claim, HSP AB shall have the right at its own cost to perform its own sampling of the delivered goods.

The purchaser shall not have the right to claim the goods to be faulty if such goods have been taken into the purchaser's production or have been processed or have been re-sold.

Should the delivered goods be impaired by an error/defect, and a related claim has been made as set forth above, HSP AB shall at its own choice either replace the goods with defect-free goods or make a deduction from the purchase price in an amount representing the error/defect, with a maximum amount of the agreed purchase price of the part of the goods that are impaired by an error/defect. Moreover, HSP AB shall not be liable in any form to pay compensation to the purchaser for an error/defect in the goods. Nor shall HSP AB be liable for any consequences of using deficient or faulty goods or for any consequences related to the manufacture or use of the goods in combination with other products, materials or substances. HSP AB shall however pay compensation for damages arising from any damage-causing properties of the goods, provided such liability is covered by and to the extent of HSP AB's product liability insurance.

5. Late payment by the purchaser

The purchaser shall pay the agreed price by the due-date. Should the purchaser not pay by the due-date, HSP AB shall have the right to debit penalty interest as of the due-date at the prevailing reference rate of interest plus ten (10) percentage points.

6. Taxes (indirect or direct) and charges

In the event that taxes or charges be imposed on the goods further to HSP AB having quoted its price for the goods, or should such taxes and charges be raised, HSP AB shall have the right to increase the agreed price by the same amount.

7. Insolvency

Should HSP AB, further to entering the agreement, have reason to question the purchaser's capacity to pay, HSP AB shall have the right, without being obliged to provide evidence of the truth of such assumption, to nullify the agreement unless the purchaser when so requested either pays for the goods in advance or provides satisfactory guarantee for payment by the due-date.

8. Grounds for exemption

HSP AB hereby disclaims any responsibility and reserves the right, upon its own choice, to either totally or partially nullify a delivery agreement or to postpone delivery, should the fulfilment of the agreement be prevented or manifestly rendered difficult by war, warlike circumstances, prohibition or decree by public authorities, labour conflicts, shortage of raw materials, damage to machinery or other circumstances whatever they may be, that are essentially beyond HSP AB's control. HSP AB shall have the right to discontinue the delivery of goods should HSP AB deem that there exists a danger of personal injury, environmental impact or damage to property.

9. Disputes

Disputes shall be settled by arbitration pursuant to Swedish arbitration legislation. The related proceedings shall take place in Helsingborg, Sweden and be held in the Swedish language. HSP AB shall always have the right to bring proceedings against the purchaser at Helsingborg District Court regarding demands for payment concerning amounts that are less than thirty (30) times the Swedish index-linked base amount.

10. Applicable law

This agreement shall be regulated in its entirety by Swedish substantive law, with the exception of Swedish international civil legal stipulations regarding choice of law.