

# **GENERAL DELIVERY TERMS FOR CARLFORS BRUK AS SELLER (April 2022)**

## **1. Applicability**

These general delivery terms shall be applicable as long as they are not altered by Carlfors in writing. Statements and information that are not confirmed in writing when the agreement is made shall not set aside what is provided in the general delivery terms or in any other way affect the definition of the contents of the terms. Purchasers own purchase terms, if any, shall never apply. Sellers order confirmation and these General Delivery Terms form the entire and only agreement regarding the delivery, described in the order confirmation. All, if any, statements and/or documents, preceding the order confirmation, shall be null and void.

## **2. Quantity, weight**

Agreed weight, volume or stated number may for delivery technical reasons go under or be exceeded by 10 % at most.

## **3. Product information**

Statements in product information and pricelists are approximate and are binding only to the extent the terms expressly refer to them.

## **4. Delivery**

Delivery clauses shall be interpreted in accordance with the INCOTERMS 2020 valid when the agreement was made. If no clause of delivery has been agreed, the delivery is considered to be made FCA Carlfors.

## **5. Time of delivery**

When the parties instead of a fixed point of delivery have agreed upon a space of time within which delivery shall be effected, this space of time runs from the conclusion of the agreement.

## **6. Delay**

In case delay in delivery occurs, due to any circumstance stated in article 13 or for reason that the purchaser is liable for, the time of delivery shall be prolonged by equitable time, all circumstances taken into account. With exception to the case referred to in the fifth paragraph below this regulation is applicable, no matter if the reason for the delay occurs before or after the expiration of the agreed time of delivery.

If the seller finds it impossible to deliver on time or if it is clear that he will fail to do so he shall without postponement notify the purchaser in writing and then also specify the reason for the

delay and, if possible, state a calculated point of delivery. If the seller omits to leave such a message, he shall compensate the purchaser for the reasonable additional costs the purchaser may have had because of default of information.

Should the seller fail to deliver within agreed time or within prolonged delivery time stated in the first paragraph of this Clause the purchaser is entitled to cancel the contract if the delay is significant to him and the seller was aware of that fact or should have been aware of it.

Has the purchaser submitted a certain additional time of delivery to the seller and the additional time is not unreasonable, the purchaser may cancel the contract if delivery has not occurred within the additional time. If the contract covers successive deliveries, every single delivery is to be regarded as an independent sale.

If the purchaser cancels the contract in accordance with the third and fourth paragraphs of this Clause he is entitled to compensation from the seller for the additional and inevitable direct costs he has incurred at acquisition of equivalent goods elsewhere, cost for air freight excluded. The purchaser has no further right to compensation due to the seller's delay.

If the purchaser does not cancel the contract, he is - unless otherwise agreed - not entitled to any compensation due to the seller's delay.

## **7. Price adjustment**

If a fixed price is agreed and if, after the adoption of the contract, there are export fees or import fees, customs duty, tax at export, import or delivery initiated for the goods or is any other tax initiated or changed, the price shall be altered correspondingly if the initiation or change of the tax has not been taken into consideration in the contract.

All fixed prices are also subject to price adjustments if the Seller experiences any abnormal change in its cost for raw material, energy, freight or similar, as evidenced by commonly accepted indices and where such a change is sustained for more than 60 days.

## **8. Terms of Payment**

Unless otherwise agreed, payment shall be the seller to hand 30 days after invoice date at the latest.

Unless otherwise agreed, the seller is entitled to a penalty interest at an interest rate, that by 9 percentage points exceeds the reference rate of the Central Bank of Sweden valid at any time.

If the purchaser neglects to accept the goods on the stipulated day, payment shall nevertheless be made as if delivery had been executed in accordance with the contract. If the purchaser has not paid the amount due within three months, the seller has a right to cancel the contract by written notice to the purchaser. In addition to the penalty interest the seller then shall be entitled to compensation for the costs he has incurred as a result of the delay. However, the compensation shall not exceed the agreed price.

## **9. Insolvency**

If there is a reasonable ground to anticipate that the purchaser will not fulfil his liability to pay, the seller is entitled to demand an acceptable security. If this is not performed without delay the seller is entitled to cancel the contract for not delivered goods by written notice.

The seller owns the goods until full payment has been carried out, to the extent that such reservation of proprietary rights applies in accordance with Swedish law in force.

## **10. Liability for faults**

The seller undertakes to replace goods defective at delivery, within six months' time from the date of delivery or the shorter storage time that may be stated and is typical for the goods.

Complaints about such damages shall be made in writing and without unreasonable delay from the day when the purchaser noticed or should have noticed the damage. Defects, which the purchaser should have noticed on receipt of the delivery, must be notified to the seller immediately after delivery. If the purchaser fails to do so, he will lose his right to replacement of the goods in accordance with the first paragraph of this clause 10.

If the seller does not replace the damaged goods within reasonable time after the purchaser has notified in accordance with paragraph two, the purchaser has the right to cancel the contract in writing insofar as the defective goods are concerned.

If the purchaser cancels the contract, he is entitled to compensation from the seller for the additional direct costs that he may have suffered when purchasing corresponding goods from elsewhere. Such demand for compensation shall be forwarded within 2 weeks after the costs have occurred.

The seller has no other responsibility for defects or for default of replacement of faulty goods. Thus, the seller liability does not cover compensation for loss of production, non-profit, or any other indirect damage. This limitation of the seller liability does not apply if the seller is liable of gross negligence.

## **11. Liability for damage caused by the product**

The purchaser shall indemnify the seller to the extent the seller has a third-party liability for damage or loss, for which the seller is not liable towards the purchaser in accordance with paragraphs two and three of this clause 11.

The seller is not liable for damage caused by the product

- a) to real estate or movable property if the damage occurs when the goods is in possession of the purchaser, or
- b) to products manufactured by the purchaser or to products containing the purchasers products, or for damage to real estate or movable property caused by these products because of the goods.

The seller is not in any case responsible for loss of production or profit or any other consequential loss.

The above limitations of the seller's liability shall not apply if the seller has been guilty of gross negligence.

If a third-party lodge a claim for damage, the other party shall be immediately informed.

The seller and the purchaser are obliged to appear in courts or arbitration boards, handling compensation claims against either of them, if the claim is based on damage or loss alleged to be caused by the goods delivered. The mutual relationship between purchaser and seller shall however always be settled in accordance with clause 14.

## **12. Additional non-liability clause**

In addition, the seller has no liability in the following respects.

- a) The products are potentially dangerous to handle, especially in connection with water systems, and must therefore be handled with care. Reaction between aluminium and water systems will cause hydrogen gas and risk for explosions. The products may only be used for its intended peaceful purposes.
- b) Technical details and information about our products are given for the purpose of technical description only and do not imply any legal guarantee for the properties of the products.
- c) The seller does not give any guarantee for the suitability of the products for any particular application or process. Therefore, the purchaser bears all responsibility in that respect.
- d) The purchaser guarantees that the products shall not be made available to, or introduced, possessed or used by members of the general public.
- e) The purchaser shall in all respects act in accordance with Regulation (EU) No. 98/2013 on the marketing and use of explosions precursors.
- f) Seller shall under no circumstances be liable for indirect costs, such as loss of profit.
- g) Sellers maximum liability shall never exceed the amounts stated in sellers General Liability Insurance. The current certificate of insurance is enclosure A.

## **13. Force majeure**

The parties shall be relieved from liability to perform any obligation due to any circumstance, which impedes, delays, or aggravates any obligation to be fulfilled by them under this contract. Such circumstances might e.g. be war, authority interventions, sanctions, violence, restrictions of energy supplies, disturbances on the labour market, prohibitions, restrictions, permission failures, accidents, adverse transport conditions or weather conditions, failing deliveries from subcontractors or longer lead times.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.

If Force Majeure prevents the purchaser from fulfilling his obligations he shall compensate the seller for expenses incurred in securing and protecting the goods.

If Force Majeure prevents the fulfilment of the contract by more than six months as per the first paragraph of this clause, either party is entitled to cancel the contract by notification in writing to the other party without restriction as to the rest of these regulations.

#### **14. Disputes**

These Terms shall be governed by Swedish law.

Any dispute arising out of or in connection with this agreement shall be finally settled by one arbitrator in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. If the dispute concerns less than SEK 1 000 000 the case may be settled by ordinary Swedish courts.