

## General Terms and Conditions for Delivery - Malmsten AB

<b>Applicable</b>	These general terms and conditions for delivery are to be applied to all Malmsten AB deliveries. Any exceptions to these terms and conditions are to be agreed upon in writing in order to be valid.
<b>Delivery</b>	All deliveries are Ex Work Malmsten AB's place of inventory (INCOTERMS <b>2018</b> ).
<b>Delays</b>	<p>In case of delays, that is that Malmsten AB fails to deliver within an agreed time frame for delivery, the buyer reserves the right to, by <u>written notification only</u>, inform Malmsten AB of a reasonable date for delivery and to inform Malmsten AB of their intentions to cancel order if said reasonable date for delivery is not met. If so, the buyer reserves the right for cancellation of the contract, but only for said products.</p> <p>If the buyer cancels the agreement according to the delays above, he reserves a right for compensation from Malmsten AB but only for the additional costs absorbed due to the delay and proven that it was necessary to purchase these products from another supplier. By doing so, the buyer cannot claim other compensations for delays from Malmsten AB. If the buyer does not cancel the agreement, he is not eligible for compensation due to the delays.</p>
<b>Price adjustment</b>	If customs and duties, taxes or other fees, are changed after the price has been agreed upon, the price will be adjusted accordingly.
<b>Full Payment and Reserved rights of ownership</b>	Pre-paid orders are the norm. For customers having 30 days net, the terms of payment is 30 days after invoicing date. After 30 days a 2 % interest rate is applicable on all unpaid accounts. <b>Malmsten AB reserve the right to ownership of all products sold until full payment has been received.</b>
<b>Responsibility for damaged or defective products</b>	<p>Malmsten AB agrees to that within a period of six months from delivery date, exchange products that are defective or damaged when received by buyer. Notification of such, from the buyer, has to be done within four days of reception. If Malmsten AB does not exchange the defective or damaged products within reasonable time, the buyer has the right to cancel this purchase by a written notification to Malmsten AB.</p> <p>If buyer cancels the contract or agreement, as per above, he reserves a right for compensation from Malmsten AB, but only for the additional costs absorbed purchasing equivalent products from another supplier. The buyer may not claim reimbursement for missed production, affected profit nor any other indirect damages.</p>
<b>Force Majeure</b>	Malmsten AB cannot be held responsible for any breach of contract if the circumstances are such that they are beyond our control, in case of a general strike, lockout, war, fire and wrongful or delayed deliveries from a Malmsten AB supplier.
<b>Applicable jurisdiction</b>	Any disagreement shall be judged according to Swedish law.