

General terms of delivery - Nominit AB

for deliveries of cold-formed and coated and machined fasteners and components and other products in Nominit AB's applicable product selection

1. Applicability

1.1 These General Conditions of Delivery shall apply to deliveries from Nominit AB ("Nominit"). Deviations from the conditions shall be valid only if agreed to in writing and approved by an authorised representative of Nominit.

2. Product information

2.1 Nominit's quote and order confirmation cover all the agreements reached concerning the scope and nature of deliveries. Additions and changes must be agreed to in writing to be valid.

3. Technical documents and information

3.1 All designs and other technical documents relating to goods or their manufacture, which are presented by one party to the other before or after the initiation of the agreement, will remain the property of the presenting party. Drawings and other technical documents or information that has been received may not, without the consent of the other party, be used for other purposes than those for which they were provided. They must not be copied, reproduced, provided to a third party or otherwise brought to a third party's knowledge, without consent from the other party. "Third party" is not meant to include Nominit subcontractors.

4. Delivery and payment

4.1 FCA, Incoterms 2010 applies to deliveries from Nominit, if it was not otherwise stated in Nominit's quote or order confirmation. The time of delivery will be found in Nominit's order confirmation.

4.2 Payment of the price agreed to, with addition of possible VAT, shall occur within 30 days of the invoice date. If the buyer does not pay on time, Nominit has the right to collect delayed-payment interest from the due date forward, according to the Swedish Interest Act, and Nominit may, after having informed the buyer, cease their compliance with the contract until payment is made.

4.3 If the buyer fails to accept the goods on the date agreed to, the buyer shall nevertheless make a payment just as if the goods in question had been delivered. Nominit shall arrange for storage of the goods at the buyer's risk and expense.

4.4 If, after three months from the due date, the buyer has not paid, Nominit may terminate the contract by written notice to the buyer. Nominit thus has, in addition to the delayed-payment interest, the right to compensation for damage the company suffers.

5. Retention of title

5.1 Delivered goods remain the property of Nominit until fully paid for.

6. Responsibility for defects

6.1 Nominit is required to remedy, through replacement, any defect in the goods resulting from imperfections in materials or manufacturing.

6.2 Nominit's liability does not cover defects caused by circumstances occurring after the risk pertaining to the goods was transferred to the buyer. The liability does not cover e.g. defects that occur as a consequence of incorrect assembly or incorrect use of the goods from the buyer's side, changes without the written consent of Nominit, or from repairs carried out incorrectly by the buyer. Finally, the liability does not cover normal wear or deterioration.

6.3 The buyer shall file a written complaint to Nominit concerning defects, without unreasonable delay, after the buyer noticed or should have noticed the defect, and in no case later than two weeks after the end of the liability period defined in point 6.7. The complaint shall contain a description of the defect. If the buyer does not file a complaint in the manner, and within the period stated above, the buyer loses the right to make a claim on the grounds of the defect. If the buyer files a complaint and there turn out not to be any defects that Nominit is responsible for, Nominit has the right to compensation for the work and the costs that the complaint caused the company.

6.4 After Nominit has received a written complaint according to point 6.3, the company shall remedy the defect with the urgency that the circumstances call for. Nominit shall itself be responsible for the costs of remedy in accordance with points 6.1 to 6.8. If the remedy of the defect implies involvement in something other than the goods, the buyer will be responsible for work and costs caused thereby.

6.5 Defective goods replaced with new goods will become Nominitt's property and shall be restored to Nominitt's disposal at the buyer's place of storage or, if Nominitt requests, will be sent to them from the buyer's place of storage at Nominitt's risk and expense.

6.6 Following remedy, the same liability period applies for the goods that were replaced as for the original goods delivered, that is, the liability period is not extended.

6.7 If the buyer does not file a complaint within six months from the time when receiving the goods, the buyer will lose the right to legally invoke the defect.

6.8 The conditions in this section, 6, and in sections 7 and 8, exhaustively regulate Nominitt's responsibility for defects or neglected replacement deliveries.

7. Product damages

7.1 Nominitt is not responsible for damage caused by the goods:

- (a) in real or personal property, or consequences of such damage, if the damage occurs while the goods are in the possession of the buyer,
- (b) to products produced by the buyer or products that the buyer's products are included in, or
- (c) to another item or person, or the consequences of such damage, insofar as the damage does not justify compensation from Nominitt's liability insurance.

7.2 The buyer shall indemnify Nominitt to the extent that the company is liable to a third party for such damage or loss that Nominitt is not liable for to the buyer according to point 7.1.

7.3 Restrictions in Nominitt's liability for product damages do not apply if the company has been guilty of gross negligence.

8. Restrictions on liability

8.1 Nominitt's liability according to the parties' agreement or according to applicable law, is restricted to an amount corresponding to 15 % of the agreed-on price for goods that are defective, delayed or in question for some other reason. Nominitt has no responsibility for indirect losses, such as production losses, rental costs, lost profits, capital loss and other economic loss results. Liability restrictions according to this point do not, however, apply if Nominitt has been guilty of gross negligence.

9. Force Majeure

9.1 Nominitt is exempted from consequences for failure to meet certain obligations under the parties' agreement, if the failure is due to a circumstance of the type specified below (an "exempting circumstance") and the circumstance prevents, obstructs or delays the fulfilment thereof, and the impact of the exempting circumstance on the fulfilment of the agreement could not be foreseen when the agreement was concluded.

Exempting circumstances shall be understood to include e.g. war, mobilisation or military summons of a corresponding scope, requisition, seizure, trade- and currency restrictions, action or omission by authorities, new or amended legislation, labour market conflict, embargoes, fire, floods, shortage of transport, goods or energy or an accident of major scope, and effects in or delay of delivery by subcontractors caused by such an exempting circumstance.

10. Disputes. Applicable law

10.1 Disputes that arise from the parties' agreement shall ultimately be settled by arbitration under the Rules for Expedited Arbitration of the Arbitration Institute of the Stockholm Chamber of Commerce.

10.2 Swedish law shall be applied to the agreement.
