

Industrial Chemicals and Plastic Base Materials ("KEMIPLAST 90")

recommended by the Association of Swedish Chemical Industries and the Swedish Plastics and Chemical Suppliers Association (PKL), which are affiliated to the Federation of Swedish Industries and the Federation of Swedish Commerce and Trade respectively. These provisions are based on NL 85 and NLS 82, and were drawn up after consultations with the Swedish Association of Metalworking Industries.

1. APPLICABILITY

These general terms of delivery shall be applied when the parties have agreed to this effect in writing or in some other manner. To be valid, deviations from these terms must be agreed in writing.

2. QUANTITY, WEIGHT

The agreed weight, volume or specified quantity must be adhered to, for technical supply reasons, within a maximum margin of 10%.

3. PRODUCT INFORMATION

Items of product information and data in price lists and similar documents are binding only to the extent that they are explicitly referred to in the agreement.

4. DELIVERY

Delivery clauses shall be interpreted in accordance with the INCOTERMS in force at the time when the agreement was entered into.

If no delivery clause has been specially agreed, the delivery shall be treated as taking place ex works.

5. DELIVERY DATE

If, instead of a specific delivery date, the parties have agreed on a period within which delivery shall take place, this will run from the date of the agreement.

6. DELAY

If a delay in delivery arises as a result of any circumstance referred to in clause 12, or for a reason for which the purchaser is responsible, the delivery period shall be extended by a period that, with reference to all the circumstances of the case, may be considered justified. With the exception of the case referred to in the fourth paragraph below, this provision applies regardless of whether the reason for the delay arises before or after the expiry of the agreed delivery period.

If the vendor does not supply the goods within the agreed delivery period, or within the extended delivery period referred to in the first paragraph above, the purchaser is entitled, by notifying the vendor in writing, to define a reasonable final time limit for delivery and, in so doing, state that the purchaser intends to cancel the agreement if delivery does not take place within this time limit.

If the agreement relates to successive deliveries, each delivery shall be regarded as a free-standing sale.

If delivery has not taken place within the final time limit, the purchaser is entitled to cancel the agreement in respect of undelivered goods by notifying the vendor in writing.

If the purchaser cancels the agreement according to the fourth paragraph above, he is entitled within a reasonable period to demand compensation from the vendor for the additional expense he has incurred, and which he has been unable to avoid, in procuring corresponding goods from elsewhere. Accordingly, the purchaser is excluded from any other entitlement to compensation in consequence of the vendor's delay in delivery.

If the purchaser does not cancel the agreement, he is - unless otherwise agreed - not entitled to any compensation in consequence of the vendor's delay.

7. PRICE ADJUSTMENT

If a specific price for the goods has been agreed and, after the conclusion of the agreement, export or import duties, customs duties, tax on exports, imports and deliveries or any other, similar charges are introduced, or any change takes place in such charges, unless the introduction of or change in the charge has been taken into account in the agreement, the price shall be altered to a corresponding extent.

8. PAYMENT

Unless otherwise agreed, payment shall be made not later than 30 days after the invoice date.

If the purchaser does not pay at the right time, the vendor is entitled to interest on arrears at a rate of interest that exceeds by 9 percentage points the Bank of Sweden's official discount rate in force at any time.

If the purchaser fails to receive the goods on the day specified, payment shall nevertheless be made as if the delivery had taken place according to the agreement.

9. INSOLVENCY ETC.

If there is ample cause for assuming that the purchaser will not fulfill his obligations to pay, the vendor is entitled to demand that acceptable security be provided. If this does not take place without delay, the vendor is entitled to cancel the agreement in writing in respect of undelivered goods.

10. LIABILITY FOR DEFECTS

The vendor undertakes, during a period of six months starting the day on which the goods were delivered or the shorter storage period that may have been specified and that typically applies for the goods concerned, to replace the goods that are defective at delivery.

A complaint regarding defective goods shall be lodged in writing and without unreasonable delay, estimated from the day on which the purchaser notice, or should have noticed the defect. Furthermore, regarding defects that the purchaser should have noticed, without difficulty, on receiving the goods he is obliged, immediately after receiving them, to inform the vendor of the defect. If the purchaser fails to inform the vendor as stated in this paragraph, he loses the entitlement to replacement according to the first paragraph.

If the vendor fails to replace defective goods within a reasonable period after the purchaser has lodged his complaint about the defect according to the second paragraph, the purchaser is entitled, by notifying the vendor in writing, to cancel the agreement in respect of the defective goods.

If the purchaser cancels the agreement, he is entitled to compensation from the vendor for the additional expense incurred by the purchaser in procuring corresponding goods from elsewhere. A demand for compensation of this kind shall be presented within a reasonable period. Over and above the provisions of the first, third and fourth paragraphs the vendor has no liability for defects or for failing to replace defective goods. Accordingly, the vendor is not obliged to pay any compensation to the purchaser for shortfalls in production or profit, or for any other indirect loss. However, this limitation of the vendor's liability does not apply if the vendor has been guilty of gross negligence.

11. LIABILITY FOR THE DETRIMENTAL CHARACTERISTICS OF THE GOODS (PRODUCT LIABILITY)

The vendor is liable for personal injury only if it can be demonstrated that the injury was caused by negligence on the part of the vendor or a person for whom he is responsible.

The vendor has no liability for damage to real or movable property that takes place when the goods are in the possession of the purchaser. Nor has the vendor any responsibility for damage to products manufactured by the purchaser or to products including the same. Otherwise, the vendor is liable for damage to real or movable property according to the terms applying to personal injury.

The vendor is not in any event liable for shortfalls in production or profit, or for any other indirect loss.

To the extent that product liability vis-à-vis a third party is borne by the vendor, the purchaser is obliged to indemnify the vendor to the same extent as the vendor's liability is limited according to the foregoing paragraphs in this clause.

The aforesaid limitations of the vendor's liability do not apply if he has been guilty of gross negligence.

If a third party presents claims against the vendor or the purchaser for compensation for loss as referred to in this clause, the other party shall immediately be informed of this matter.

Either party is obliged to appear, if summoned, at the court or arbitration tribunal that has dealt with the question of compensation claims against either of the parties, if the claim is founded on a loss alleged to be caused by the goods delivered.

12. GROUNDS FOR EXEMPTION (FORCE MAJEURE)

The following circumstances constitute grounds for exemption if they result in the fulfillment of the agreements being prevented or becoming unreasonably burdensome: a labour conflict or any other circumstance over which the parties have no control, such as fire, war, mobilization or unforeseen military conscription on a corresponding scale, requisition, confiscation, foreign-exchange restrictions, rebellion and insurrections, scarcity of means of transport, general scarcity of goods, restrictions on driving power, and any defect or delay in deliveries from subcontractors caused by such grounds for exemption.

An event that has taken place when the agreement is signed constitutes grounds for exemption only if its effects on the fulfillment of the agreement were unforeseeable at the time.

It is incumbent on either party wishing to cite grounds for exemption to inform the other party in writing without delay that such grounds have risen and also of their cessation.

If grounds for exemption affect the purchaser, he shall compensate the vendor for the latter's expenses incurred in order to safeguard and protect the goods.

If the fulfillment of the agreement is delayed more than six months by grounds for exemption mentioned in the first paragraph, either party is, notwithstanding the other provisions of these terms, entitled to cancel the agreement by notifying the other party in writing.

13. DISPUTES

Any dispute arising from the agreement shall be judged in accordance with Swedish law.