

GISLAVED FOLIE AB

GENERAL TERMS & CONDITIONS OF SALE

1 APPLICABILITY

- 1.1 These general terms and conditions of sale shall be applicable to all sales made by Gislaved Folie AB ("GISLAVED") unless otherwise agreed in writing between GISLAVED and the purchaser of products from GISLAVED ("the Customer"). Declarations and information that are not confirmed in writing by GISLAVED shall not have any influence on the application of these general terms and conditions of sale.

2 ENTERING INTO FORCE OF CONTRACTS

- 2.1 GISLAVED's offer shall be binding for GISLAVED during the period of time stated in the offer. The Customer's order must be received by GISLAVED prior to the expiry of such period. Should the period of validity of the offer not be stated, such period shall be 30 days as of the date of the offer.
- 2.2 The Customer's order shall only contain items in accordance with the offer. Should discrepancies arise, the content of GISLAVED's offer shall have priority provided the parties do not otherwise agree in writing. In order for contracts ("Contract") to be binding, GISLAVED shall submit to the Customer a written order acknowledgement within thirty (30) days of GISLAVED having received the order. Only the conditions stated in the order acknowledgement and these general terms and conditions of sale shall be applicable to signed Contracts.

3 PRICES AND PAYMENT CONDITIONS

- 3.1 If the agreed price is not stated in the Contract, and the parties do not otherwise agree such in writing, the price applied shall be that contained in GISLAVED's price list in force on the day of delivery.
- 3.2 Unless otherwise agreed in writing, all prices indicated shall:
- (1) Be in respect of the delivery conditions set out below in these general terms and conditions of sale.

(2) Be expressed excluding value added tax.

3.3 Should the Contract contain an agreed price, but that further to the entering into force of the Contract an export or import charge, or tax or other similar additional cost arises or changes are made thereto, GISLAVED shall have the right, even if the introduction of the additional cost is not specified in the Contract, to make an equivalent change to the agreed price contained in the Contract. The aforementioned term "equivalent change" implies that GISLAVED shall have the right to be compensated for the above circumstances in such a way that they shall be paid for by the Customer.

3.4 Unless otherwise agreed in writing, payment shall be made at the latest within thirty (30) days of the date of invoice. Penalty interest shall be applied upon non-respect of the due-date as per the conditions indicated in the invoice. Should the invoice not contain details regarding penalty interest, a rate of interest equivalent to the reference rate of the Bank of Sweden (Sveriges Riksbank) plus eight (8) percentage points shall be applied.

4 **DELIVERY AND RISK**

4.1 Unless otherwise stated in the Contract, all deliveries shall be ex-works GISLAVED's factory as per Incoterms 2000, or other location where GISLAVED may have the agreed goods in store ("Delivery"). The risk for the goods shall thereby go over to the Customer as and when GISLAVED has made the goods available for collection at a location indicated by GISLAVED, i.e. upon Delivery.

5 **QUANTITY**

5.1 The quantity stated in the Contract may be exceeded or be short by a maximum of ten (10) percent unless otherwise stated in the Contract. However, the quantity actually delivered shall be used as the underlying data for invoicing. The quantity stated in the Contract shall of course imply the total agreed quantity, irrespective of whether partial deliveries take place.

6 **DELAYS**

- 6.1 Should one of the parties find that they cannot hold the agreed date for Delivery or for the receiving of the goods, they shall immediately inform the other party of such delay.
- 6.2 If the delay is not a consequence of circumstances set out in Section 16 below, and it can be shown that the delay will imply significant costs or inconvenience for the party that is not responsible for the delay, such party shall have the right to revoke the Contract for that particular delayed delivery as well as to demand compensation in accordance with the contents of the Contract or these general terms and conditions of sale.
- 6.3 GISLAVED shall not be liable for any damages due to a delay in delivery. Should a delay in delivery arise due to one of the circumstances set out in Section 16 below or due to the Customer's actions or non-performance, the agreed delivery time shall be extended by the length of time deemed to be reasonable in view of the related circumstances.
- 6.4 Should the Contract refer to partial deliveries, each partial delivery shall be considered as being a Delivery. The Customer shall accordingly not have the right upon delay of a partial delivery to revoke the Contract as a whole. Should a partial delivery be postponed as a result of circumstances set out in Section 16 below, GISLAVED shall have the right to postpone subsequent partial deliveries by the same length of time as the initial postponed time.
- 6.5 Should the Customer not provide within the agreed time the material, information, data and other underlying documentation that are of significance for GISLAVED and that the Customer as per the Contract shall provide, GISLAVED shall have the right to postpone delivery by a reasonable length of time in view of the related circumstances.

7 LIABILITY FOR FAULTS

- 7.1 GISLAVED shall be liable for a period of twelve (12) months as of the time of the Delivery for material faults, design faults and/or manufacturing faults that existed in the goods when delivered. Should such faults be present in delivered goods,

GISLAVED shall have the right to choose whether GISLAVED shall make a replacement delivery or whether GISLAVED shall repair or modify the goods.

- 7.2 The Customer shall immediately examine the goods upon Delivery. The Customer shall immediately and in writing inform GISLAVED should he notice or ought to have noticed a fault or shortfall in the goods during such examination. The Customer's claim shall indicate the Delivery in question and the nature of the fault and/or shortfall. Should the Customer not follow the aforementioned procedure, the Customer shall lose the right to present a claim to GISLAVED for faults or shortcomings in the received delivery or partial delivery.
- 7.3 Faults or shortcomings that the Customer could not have discovered during the examination of the goods (hidden faults) must be immediately submitted to GISLAVED after the Customer has discovered or ought to have discovered the fault/shortcoming. Such claim must however be made within one (1) year from the date of Delivery. If GISLAVED does not receive such claim within this period of time, the Customer shall lose the right to present a claim regarding such fault or shortcoming.
- 7.4 Upon faults or shortcomings that may arise in conjunction with transportation, and where GISLAVED is liable for the risk for goods during transportation (a special related agreement shall be required – see Section 4.1 above), the Customer shall be obliged immediately upon receipt of the goods to inform, in addition to GISLAVED, the conveyor in question in the same way as described above. Should the Customer not immediately inform the conveyor and GISLAVED in writing regarding the fault or shortcoming in the received goods, the Customer shall lose the right to submit a claim to GISLAVED for a fault or shortcoming in the received delivery or partial delivery.
- 7.5 Within Sweden, a replacement delivery and/or modified goods shall be delivered free of charge by GISLAVED to the original destination of the goods. Upon delivery to an address outside Sweden (export delivery), a replacement delivery and/or modified goods shall be made FOB (Incoterms 2000) the Swedish loading port unless otherwise agreed in writing.

- 7.6 Should the Contract concern partial deliveries, each partial delivery shall be considered as being an independent sale and Delivery. This implies that the Customer shall not have the right upon fault or shortcoming in the partial delivery to demand measures regarding other goods than those included in the partial delivery.
- 7.7 Unless otherwise agreed, the Customer shall be liable for the cost and the risk for the return conveyance of incorrect or defective goods to a location indicated by GISLAVED. The goods shall be returned in the same condition as when they were received by the Customer, including original packaging or equivalent. GISLAVED's liability for faults upon replacement delivery and/or modification of goods shall be on the same terms and conditions as for the original goods. However, GISLAVED's liability for faults upon replacement delivery and/or modified goods shall not be for more than a period of eighteen (18) months as of the Delivery of the original goods.
- 7.8 With replacement delivery, GISLAVED shall have the right to debit the Customer for the goods delivered as a replacement delivery. Should GISLAVED choose to debit the Customer for the replacement delivery, GISLAVED shall credit the original delivery to the Customer. GISLAVED shall at that time have the right to retain an amount equivalent to the use that the Customer may have had of the original goods.
- 7.9 The aforementioned liability for faults does not imply that GISLAVED shall have made any commitment as to the length of life of delivered goods.
- 7.10 Information regarding weight, dimensions, capacity, price, technical specifications or other details in catalogues, prospectus, circulars, advertisements, picture material or pricelists shall not be binding for GISLAVED. GISLAVED shall not be liable for information other than that expressly stated in the product specification. This implies that GISLAVED shall not be liable for information provided during the marketing of the goods or other means prior to the purchase and that thereafter shall not have been included in the product specification.

8 LIABILITY FOR DAMAGES CAUSED BY THE GOODS

- 8.1 GISLAVED shall only be liable for bodily injury when it can be demonstrated that the injury was caused as a result of GISLAVED's negligence.

- 8.2 GISLAVED shall not be liable for damages to property or moveable items that may arise when the goods are in the Customer's possession. Neither shall GISLAVED be liable for damages to products produced by the Customer or components included in such products.
- 8.3 GISLAVED shall not be liable in any circumstances for production shortages, unrealised profits or other indirect damages.
- 8.4 In view of and to the extent that GISLAVED has product liability towards third parties, the Customer shall hold GISLAVED harmless from damages within the same limits as the liability incumbent on GISLAVED as per the above paragraphs of this Section 8.
- 8.5 Should a third party submit a claim to GISLAVED or the Customer for compensation for damages covered by this Section, the other party shall be immediately informed of such.
- 8.6 Should a third party submit a liability claim to GISLAVED regarding damages that were allegedly caused by the delivered goods, the Customer shall be obliged, should GISLAVED so request, to assist GISLAVED to its best ability in the dispute, including at court and/or arbitration proceedings. Should a third party submit a liability claim to the Customer based on damages that were allegedly caused by the delivered goods, GISLAVED shall have the right to assist the Customer in the dispute either directly or through an appointed representative.

9 **LIMITATION OF LIABILITY**

- 9.1 Unless otherwise stated in the Contract or in these general terms and conditions of sale or in any other written and signed agreement between the parties, GISLAVED's liability for compensation or possible damages shall be restricted to direct damages and be limited in total to a maximum amount equivalent to that invoiced by GISLAVED, excluding value added tax, for the related Delivery or Partial Delivery. Unless otherwise specially confirmed in writing by GISLAVED, GISLAVED shall not be liable for property damages or bodily injury caused by the delivered goods, either erroneously or not.

- 9.2 The limitations of liability and amounts contained in the Contract or in these general terms and conditions of sale shall not apply should GISLAVED be guilty of gross negligence.

10 **PATENTS, DESIGN REGISTRATION, COPYRIGHT AND SIMILAR ITEMS**

- 10.1 When GISLAVED has manufactured goods as per drawings, technical specifications or other sources that have been provided by the Customer, as well as when GISLAVED has assumed the design work on behalf of the Customer, the Customer shall be liable for any infringement of the rights of third parties regarding patents, design registration, copyright or similar. The Customer shall compensate GISLAVED for all costs and damages including GISLAVED's own work and possible legal costs and fees that GISLAVED may be caused as a result of such infringements or related disputes.

- 10.2 With export sales (export delivery), GISLAVED shall disclaim all liability for compensation regarding infringement of other people's rights to patent, design registration, copyright or similar. This shall also apply when a GISLAVED product is a component or part of another product.

11 **DESIGNS**

- 11.1 When goods are delivered in accordance with particular proposals, technical specifications, drawings or models, GISLAVED's liability shall be limited to that the delivered goods be produced in accordance with such underlying data and documentation. GISLAVED shall thereby not be liable for the delivered goods being suitable for the Customer's original or subsequent intended purpose. Proposals that a party may supply to the other party or representative shall remain the property of the supplying party, and may not be used in any way without the authorisation of that party, nor be transmitted to a third party.

12 **OUT-TURN SAMPLES**

- 12.1 Should out-turn samples be agreed between the parties, and the Customer unreservedly approves such out-turn samples, GISLAVED shall not accept thereafter

any related observations inasmuch as the delivered goods are in accordance with the approved out-turn samples.

13 TOLERANCES AND STANDARDS

13.1 Unless a particular agreement is entered into in writing regarding tolerances, the tolerance requirements that GISLAVED normally applies to similar goods shall be applicable. Modifications to tolerance requirements further to the entering into force of the Contract must be agreed in writing by both parties.

13.2 Special standards and similar items prescribed by the Customer for the control of completed articles shall be provided by the Customer.

14 PROVISO REGARDING PROPERTY RIGHTS

14.1 Delivered goods shall remain the property of GISLAVED until they have been fully paid for. The goods shall be kept well-separated from the Customer's other goods and products and be clearly marked "GISLAVED" until such time as full payment has been made or the goods are put into use in the Customer's production. If the goods have been packed by GISLAVED or are marked GISLAVED in any other way, such packaging or marking shall not be removed before the goods have been fully paid for. Acceptance of payment liability or other similar payment commitment shall not be considered as being payment until GISLAVED shall have received full payment.

15 INSOLVENCY

15.1 Should GISLAVED have reasonable grounds to assume that the Customer will not fulfil his payment obligations, GISLAVED shall have the right to demand payment in cash or that a guarantee approved by GISLAVED be provided. Should such measures not be fulfilled without delay, GISLAVED shall have the right, without becoming liable for any damages, to revoke the Contract and to halt the commenced delivery and any undelivered goods contained in the Contract.

16 GROUNDS FOR EXONERATION (FORCE MAJEURE)

16.1 Should, as a consequence of a labour dispute or other circumstances that could not have reasonably been anticipated at the time of purchase and of which the detrimental effects could not have reasonably been avoided, such as war, government decision, significant operational disruption at one of the parties, absent or incorrect delivery from a subcontractor, shortage of raw materials or energy, or if GISLAVED's possibility to fulfil or the Customer's possibility to receive a delivery are significantly impaired, GISLAVED and the Customer shall have the right to postpone such delivery and reception of delivery during the period of time necessary to remedy the effects of such circumstances. Should this period of time exceed six months, each party shall have the right to totally or partially revoke the Contract regarding the deliveries that should have been made and received during the period of time in question. This shall also apply should the aforementioned circumstances occur after the agreed delivery date.

16.2 A party that wishes to exercise the aforementioned right shall without delay inform the other party in writing of the circumstances that shall have arisen, and of the intention to exercise the above right. Should the Customer revoke the Contract, the Customer shall be obliged to take over from GISLAVED, and at a reasonable price, the material acquired for the fulfilment of the delivery, as well as the goods that were completed prior to the written notice of revocation having reached GISLAVED. The parties shall not be liable for damages due to circumstances described in this sub-section.

17 **TRANSFER OF CONTRACTS**

17.1 The Customer shall not have the right without GISLAVED's written authorisation to transfer to another party its rights and obligations as per the Contract or these general terms and conditions of sale.

18 **DISPUTES AND APPLICABLE LAW**

18.1 Swedish law shall be applied to the Contract.

18.2 Disputes related to the Contract or other reason related to the delivery of goods shall be settled by an arbitration board in accordance with the Swedish Arbitration Act.

Arbitration proceedings shall take place in Gothenburg, Sweden. If the Customer is not a Swedish legal person or entity, the arbitration proceedings may proceed in the English language if the Customer so requests.

- 18.3 GISLAVED shall however have the right, in order to obtain payment of due amounts, to bring an action through the Swedish Enforcement Administration and/or a court of law at the Customer's domicile. Should a dispute arise, the Customer shall not be exempted from his obligations to effect payment as per the Contract or in general to fulfil his duties and obligations.
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