

GENERAL SALES TERMS AND CONDITIONS

Validity

The quote is valid for one week from the date of issue, unless otherwise agreed.

Delivery date

The delivery will be regarded as complete on the day the product is sent or is registered as ready for the shipper. If the purchaser has not fulfilled the obligations incumbent upon it in time or in any other way has delayed the completion of work, for instance as a result of additions or changes to the order, Alutrade is entitled to extend the delivery deadline to a deadline justified by the circumstances, assuming Alutrade does not prefer to use its right to terminate the agreement. A delay in delivery only entitles the purchaser to compensation if a specific agreement has been made to that effect. If, as a result of force majeure, completion of the delivery is prevented, obstructed or delayed, Alutrade is exempt from all liability and undertakes, at its own discretion, to fully or partially cancel the agreement or postpone the delivery to a deadline justified by the circumstances that is later than the delivery deadline specified in the agreement. Force majeure covers the following: strike, work stoppage, lockout or other labour conflict, war, mobilisation, requisition, seizure, import ban, export ban, general product shortage, transport difficulties, delay in deliveries from sub-suppliers or any other circumstance over which Alutrade has no control. If the purchaser is unable to receive delivery-ready goods in the agreed week, it is obliged to pay all costs that arise as a result of it being impossible to complete the delivery. Delivery in excess or below up to 10 % of the ordered quantity is permitted. In the event of an order of less than 300 kg, delivery in excess of up to 20 % is permitted. The weight in kilo per metre specified on the drawing is theoretical and is valid without obligation on the part of Alutrade.

Price and payment

Unless otherwise stated, the following applies: Quoted prices apply ex Alutrade's warehouse and do not include freight, insurance fees or other delivery costs. Prices do not include VAT. Alutrade reserves the right to adjust the price in the event of major exchange rate fluctuations. Alutrade's quoted price is based on the raw material price for aluminium at the time of the quote. Alutrade reserves the right to adjust agreed prices as a result of changes to the raw material price of aluminium. Payment terms are 30 days from delivery day. Supplied goods remain the property of Alutrade until full payment has been made. A bill of acceptance or any other promissory note will not be regarded as payment until fully redeemed. In the event of delayed payment, late-payment interest will be charged at 2 % per month.

Liability, complaints, obligations

Alutrade's liability for the goods ceases and the risk for the goods passes to the purchaser once the goods have been left for forwarding to the purchaser. Alutrade is thus not responsible for any damage that arises during transport. Any comments regarding faults or defects relating to the delivery must be made within 7 days of the goods having been delivered to the purchaser. If no comment is made despite the purchaser having discovered, or having been in a position to discover, the fault, the right to complain lapses. Alutrade's obligation for remuneration and damages in the event of a faulty delivery is equivalent to the maximum value of the goods on delivery. Alutrade is obliged, within a reasonable period and at its own discretion, to provide a replacement delivery free of charge or rework the goods complained about, but is not otherwise obliged to pay remuneration or damages of any kind.

Purchaser insolvency

If, before the delivery, there is reasonable cause to assume that the purchaser will not be able to fulfil its payment obligation, Alutrade is entitled to demand security from the purchaser. If security that is acceptable to Alutrade is not provided, Alutrade is entitled to terminate the agreement.

Swedish law, disputes

Swedish law shall be applied to any agreements concluded. Any disputes arising as a result of any deliveries made shall be settled by an arbitrator in accordance with Swedish law and in accordance with Swedish substantive law. The arbitration proceedings shall take place in Stockholm. Notwithstanding this agreement on arbitration, Alutrade is entitled, at its own discretion, to bring a case against the purchaser to obtain clear, overdue debts at the general court.

Cancellation

In the event of cancellation on the part of the purchaser, Alutrade is entitled to demand compensation on the grounds of lost trading profit.

Order documentation, tools

Clear, checked drawings approved by the purchaser are required for the manufacture of tools. Tools may not be used by Alutrade for the benefit of others without the written consent of the purchaser. Alutrade is entitled to scrap a customer-owned tool if it has not been used in production for three (3) years, taken from the date production last took place. If the three-year limit has passed, Alutrade can choose to scrap the tool without informing the customer in advance.

Patents, protection of design, copyright

For both deliveries in accordance with drawings, models or other prototypes supplied by the purchaser and where Alutrade has undertaken the design work, the purchaser has full liability and is responsible for all costs for any infringement of the rights of third parties due to patents, protection of design or copyright.

Design, tolerances and grades

Alutrade's liability is restricted to the supplied items manufactured and checked in accordance with the drawings and specifications approved by the purchaser and the current aluminium standard, unless otherwise agreed. Alutrade's quality liability in no way covers product requirements that must be fulfilled for adherence to safety regulations, for example personal safety requirements, legal provisions or official regulations. If the quality requirements or inspection regulations are tightened up during the ongoing agreement period, the costs that arise as a result will be borne by the purchaser.

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