

# TERMS AND CONDITIONS OF SALE

## KEBACK AB 2004-10-27

### Terms of delivery

Goods are supplied free Halmstad Sweden. Claims made by the Purchaser arising from delays in delivery attributable to the freight or haulage contractor must be made direct to the contractor concerned.

Prices are exclusive of VAT and/or costs of design or layout work where applicable.

An expediting charge of SEK 25:- will be made in respect of all orders with a value of less than SEK 500:-.

Quantities of goods supplied will be accurate to within  $\pm 10$  per cent?

### Means of delivery

Goods will be delivered via the Swedish Post Office business delivery department and its partners/agents, except in such cases as the Purchaser has given written instructions for some other form of delivery and has supplied KEBACK AB with completed delivery documents.

### Terms of payment

Except where otherwise agreed, goods must be paid for COD. In the event of outstanding invoices not having been paid by the Purchaser by their due date, further goods will be supplied on a COD basis until all outstanding debts have been liquidated.

### Underlying material

All orders are accepted on the basis that the Purchaser supplies satisfactory underlying material. In the event of uncertainty arising, the Purchaser should contact KEBACK AB's sales representative.

### VAT Registration No

KEBACK AB's Swedish VAT Registration No is SE5564-31589201.

### Claims

Except in cases where the Purchaser has informed KEBACK AB's sales representative of a defect in the goods delivered within the specified period after their delivery, the Purchaser is ineligible in claiming for goods that are defective. Claims in respect of defects noted, or that should have been noted on receipt of the goods by the Purchaser or by a person authorized by the Purchaser to receive them must be made within one calendar week of their receipt and, where

applicable, before the goods are processed. In all other cases, claims must be made within a reasonable time after a defect is noted, or should have been noted, or has otherwise come to the knowledge of the Purchaser as the result of a claim from a third part. If no claim is made within four calendar months of the date when goods were received, the Purchaser will be ineligible to make a claim.

### Vendor's liability

The Vendor's liability to make good any loss suffered by the Purchaser in respect of defects in the goods is limited a maximum of 10 per cent of KEBACK AB's sales price in respect of the goods.

The Vendor will not be liable to make good any loss suffered by the Purchaser as a result of delay on the part of the Vendor in cases where such delay is the result of circumstances outside the control of the Vendor, and which the Vendor could not reasonably expect to arise on the occasion of the sale of the goods, and consequences the Vendor could not reasonably be expected to have avoided or overcome and consequences the Vendor could not reasonably be expected to predict or prevent??

The Vendor will not be liable to make goods any loss suffered by the Purchaser as a result of a defect in the goods in cases where circumstances are outside the control of the Vendor, and which the Vendor could not reasonably expect to arise on the occasion of the sale of the goods, and consequences the Vendor could not reasonably be expected to have avoided or overcome prevent the supply of goods free of defects.

The Vendor shall only be liable to make good any indirect loss suffered by the Purchaser in cases where it can be shown that such loss is the result of gross negligence on the part of the Vendor.

### Changes in prices

KEBACK AB reserves the right to alter prices and to make any necessary adjustments due to the fluctuations in the rates of exchange at any time.

*The foregoing Price List and Terms and Conditions of Sale replace all previous price lists and terms and conditions of sale, and any quotations based upon them.*

### Sample of production

If customer requests sample of approval before mass production starts, this should be ordered separately. Delivery of samples will be at normal run of things. If customer requests fast delivery of sample for approval, the cost of SEK 500 will be charged for a DHL document.