

GENERAL DELIVERY AND PAYMENT TERMS

For Nordic Pack Packaging AB

INTRODUCTION

The terms of sale and delivery shall apply, insofar as they are not amended by written agreement between the parties.

CONCLUSION OF AGREEMENTS

Agreements shall be considered to have come into existence, when, after receiving the order, the seller has sent written acceptance, order-recognition.

Order-recognition can be excluded for example. telephone order if both parties agree on this. If the buyer has determined a certain time for the reply, this must have been sent within this time. If the seller in the bid/offer determined time for its assumption, the contract shall be considered to have come into existence when the buyer has sent a written reply, provided that the reply has been received by the seller within the specified time.

PRICE CHANGES

Economically significant changes in raw material costs give the salesperson the right to change the price to agreement with the raw material cost, which applies at the time of delivery. Unless otherwise agreed, the salesperson is also entitled to compensation for cost increases due to legislation, taxes on public expenditure, exchange rates after the quotation date or change in the price of price changes from the seller's suppliers. This can be done without prior notice.

QUALITY

The salesperson is entitled to choose the material that can be considered suitable for the manufacture, unless special agreement has been reached. The salesperson must, due to the impossibility of always obtain materials of uniform quality, reserve himself for variations in the color shades and fittings of the decor. Packaging is supplied with the required weight and volume tolerances from a technical point of view.

DELIVERY

Delivery takes place - unless otherwise stated - free seller's warehouse or factory. The risk of the goods moving to the buyer in connection with the handover to the carrier. This also applies when the customer uses the salesperson's freight agreement and where the shipping cost is charged to the invoice to the customer. The seller has the right to exceed the delivery time by a maximum of 30 days. Delayed delivery entitles the buyer to damages if a special written agreement has been made about this. Finished goods are charged when agreed delivery time (withdrawal time) has expired. Charged goods must be withdrawn within 3 months, unless otherwise agreed.

WAREHOUSING

All storage of goods on behalf of the buyer after the expiry of the delivery takes place at the buyer's cost and risk.

QUANTITY

The seller reserves the right to over- and under-deliver on the agreed quantity, depending on the size of the transport packaging and what hygienic reasons allow.

RECOMMENDATIONS AND WARRANTIES

Errors and defects must be complained of within 14 days from the buyer's receipt of goods. If the buyer does not advertise within the prescribed period, the buyer loses the right to make claims on the basis thereof. Complaints must be made in writing and contain information about the batch number, date, the nature of the fault and the approximate extent and size of the defect. If delivered goods prove to be defective, for which the seller is liable, he / she is obliged to, within the circumstances, take reasonable time, at his /

her own choice, to withdraw, replace or rework the complained goods free of charge. If the seller has not rectified the defect or made repairs within a reasonable time after the buyer has requested this, the buyer is entitled to cancel the contract with respect to goods which as a result of the fault cannot be taken in intended use and the error is essential for the buyer and the seller realized or should have realized this. If the agreement is not canceled or if the error is not material, the buyer may request such a price deduction that corresponds to the error. The seller is not responsible for loss of production, loss of profit or other indirect damage as a result of faults or damage to the goods. This is regardless of whether the contract is canceled or not. However, this limitation of the seller's liability does not apply if the seller is guilty of gross negligence. The seller's liability in addition to what has been stated above for damage or loss as a result of errors in the goods amounts to only a total amount corresponding to 10 per cent of the purchase price, unless the parties have agreed in writing on another maximum amount.

PAYMENT

Payment is due no later than on the invoice date specified. After the due date, interest is charged with 13 percent (%). Invoicing fee in the case of interest payment is applied. If there is reasonable reason to assume that the buyer will not complete his payment obligation, the seller has the right to demand that acceptable security be provided. If this does not happen without delay, the seller owns a written cancellation of the purchase as regards non-delivered goods.

OWNERSHIP RELATIONSHIP

The seller reserves the right to withdraw the sold goods until full payment has been made and under the conditions stated in the applicable law. The buyer is not entitled to fill / use and resell before the invoice is fully paid. The seller has the right to retrieve delivered goods at his own expense, in cases where the invoice is due for payment.

PREVENTION OF INJURY

A party claiming that breach of contract by the other party is present shall take all measures necessary to prevent or limit the occurrence of damage if he can do this without unreasonable costs or inconveniences.

FORCE MAJEURE

The following circumstances shall be considered as grounds for exemption, as they occur after the conclusion of the contract and impede its performance. Work conflict and any other circumstance such as fire, war, mobilization or unforeseen military summons of similar magnitude, requisition, seizure, currency restriction, uprising, scarcity of means of transport, general commodity scarcity, scrapping of larger workpiece, restrictions on driving force and errors in deliveries from subcontractors or delay of such deliveries is followed by the circumstances referred to in this paragraph, when the parties cannot have such other circumstance. If, due to circumstances of the above nature, the delivery is rendered impossible, the seller will cancel the contract. If, as a result of these circumstances, the sale of the sold goods is made more expensive, the seller owns the right to exempt himself from the obligation to fulfill the delivery wholly or in part, or to fulfill the delivery to a higher price corresponding to the cost, without obligation to pay the buyer. Should the production of the sold goods be delayed as a result of the above circumstances, the seller shall receive an extension of the delivery time corresponding to the time during which the obstacle lasts. If, as a result of freight, war insurance, the need to change the usual means of transport or route or other reason for which the seller does not, increased costs would arise for the transport of the goods sold to the place of destination, the buyer shall be acknowledged thereby incurred additional costs.

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LIMITATION

Claims on the seller fall due for legal proceedings not commencing within one year of delivery of the goods.

DISPUTE

Disputes between buyers and sellers shall be brought before the Swedish court of law.

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