

GENERAL TERMS & CONDITIONS

1. APPLICABILITY & DEFINITIONS

1.1 These general terms and conditions ("the conditions") are valid for agreements where a customer ("The Buyer") purchases products from Swedbag AB (The Seller) as well as for offers, orders and other business relations according to the purchase.

1.2 In the conditions "the contract" is related to the deal between the stakeholders. "The product" is related to the items, additional services and documentation The Seller, according to the contract, will deliver.

1.3 The conditions are applicable when The Seller, verbally or in writing, refers to them. The conditions are then valid for all purchases and connected businesses until The Seller directs to other conditions. When ordering or in other way negotiating a purchase from The Seller, The Buyer approves to the conditions and accepts to be bound to them.

1.4 Contractual terms diverging from the conditions, e.g. general conditions directed by The Buyer are only valid if agreed in writing.

2. CONTRACT CONCLUSION & CONTENT

2.1 The Seller offers are not binding. The contract is binding when The Seller in writing has confirmed the order.

2.2 The contracts content must be determined on the basis of the conditions, The Seller's order confirmation and the documents specifically given to belong to the contract. Verbal terms from The Seller are only valid binding if confirmed in writing.

2.3 Any data in offers, pre-material, pricelists or other product information are binding only if the contract specifically refers to it. Likewise is valid for data about warranties, special commitments or certain use of the product.

2.4 Measures and colors described in proof, approvals sample or given in the contract is approximate and the final products measure and colors will diverge.

2.5 The quantities given in the contract are approximate and may vary in a way noted in order confirmation or, if such is missing, within +/-20%.

3. PROOF, ART WORK, ETC.

Proof, art work, Cromalin, template, approval sample and other documents (printed, digital or in other form) sent between The Seller and The Buyer before the contract remains in possession of the part handling over the item and may not, without permission from the owner, be given out to a third part or used for other purpose than the intended.

4. PRINTING PLATES, TOOLS, ETC.

4.1 All printing plates, other print forms or any tools is bought by The Seller.

4.2 Printing plates, tools and other equipment produced by or on behalf of The Seller belongs to The Seller. The cost for such equipment, ordered on request by The Buyer will nonetheless be carried by The Buyer. The Seller is responsible for printing plates (to handle and store) for 3 years after the first purchase of the printing plates. 3 years after the first purchase or when the number of prints overrides 500 000 cylinder rounds The Seller has the right to charge The Buyer new printing plates.

4.3 The Seller do not return printing plates, other equipment or tools to The Buyer.

5. COMPENSATION ON CANCELLATION

If The Buyer recalls an order before the contract is final The Seller has the right to charge the cost raised until the cancellation e.g: cost for (i) proof, art work, cromalin, templates, (ii) plates, tools and other equipment, (iii) raw material, (iv) reasonable cost of work to present and produce documents, equipment or raw material as well as other reasonable cost to phase out an order.

6. PRICING

6.1 Prices are given in Swedish Crowns, Svenska kronor (SEK) excluding taxes, freights and pallet fee if no other agreements are specified in writing.

6.2 If The Seller's cost rises as a result of changes in currency, prices for raw material, taxes, public fees or other facts The Seller cannot affect, The Seller has the right to equivalent adjust the price of the product.

7. PAYMENT

Invoices from The Seller become due for payment 30 days from invoice date (or in invoice other given date). If payment is delayed a penalty interest will be imposed according to the law of interest (1975:635)

8. OWNERSHIP RESERVATION

The product will remain property of The Seller until it is fully paid, according to such ownership reservation is valid.

9. SHIPPING CLAUSE

If no other is given shipping will be "Ex works" according to the valid INCOTERMS & NSAB2000 at the contracts commencement.

10. LEAD TIME

The lead time is calculated from the latest of following times: (i) the day of the contracts commencement, (ii) the day The Seller receives payment, in according to in the contract prescribed payment, to be paid before production, (iii) the day The Seller receives art work approval from The Buyer, (iv) the day The Seller receives The Buyer's acceptance of approval sample, if approval sample is required / ordered.

11. DELAY OF DELIVERY

11.1 If a product is delivered with delay from agreed delivery time and the cause is not to be assigned to The Buyer, The Buyer must in writing give a last equitable for delivery, no shorter than a month.

11.2 If The Seller can't deliver within deadline as in item 11.1 above The Buyer has the right to a compensation for every whole week of delay. The fee will be 1% of the value of the product affected of the delay. The fee must not, in total, exceed 10% of mentioned value.

11.3 If The Buyer is justified to maximum compensation according to item 11.2 and the product still has not been delivered The Buyer is given the option to cancel the undelivered part of the product.

11.4 The Seller has no responsibility for delay beyond what is given in item 10. This limit is not valid if The Seller is cause of the delay through carelessness or by intent.

12. CUSTOMERS DELAY

12.1 If The Buyer unlikely will be able to receive the goods as stipulated The Buyer must, with no delay and in writing, notify The Seller together with cause and time for possible deliverance.

12.2 If The Buyer does not accept the deliverance in stipulated time and the cause is not dependent of The Seller, The Buyer still are behold to pay in according to the invoice as if the deliverance was made. The Seller will store the product at the risk and cost of The Buyer until deliverance is possible or the contract withdrawals. Withdrawal falls in latest 1 month after the day The Buyer should have accepted the deliverance. Any extra cost for transport due to the cause above will be at The Buyer's cost.

13. DEFECT PRODUCT

13.1 The Seller answers to defects in products depending on failure in construction, material or production as follows:

13.2 If The Buyer has approved proof, cromalin, or approval sample the product is always to be seen as correct if it conforms to proof and approval sample.

13.3 Deviations from sizes or / and colors given in the contract are wrong only if they modestly exceed proper professional deviations, considered the given sizes and colors are to be approximate.

13.4 The Seller's responsibility for errors will not include normal margin of error, up to 3%.

13.5 The Seller's responsibility does not include errors due to of The Buyer provided documents or due to of The Buyer prescribed or specified construction.

13.6 The Seller is only responsible for errors shown within six months from the day the Product was delivered.

13.7 The Buyer must inspect the Product immediately after delivery. Any errors must, in writing, be complained to The Seller within two weeks from when the error was discovered or should have been discovered. Errors of esthetical nature must always be complained within two weeks from the deliverance of the Product. If The Buyer neglects to complain within such time The Buyer loses the right to plead the error.

13.8 The Buyer must follow The Seller's, at the time, current guidelines for return- and complaint handling and return all defect Products to The Seller, if demanded.

13.9 When The Buyer made a complaint The Seller must redress the error or make a redelivery within the time equivalent to the lead time in the contract.

13.10 If The Seller do not fulfill the obligations according to 13.9, and the cause is not due to circumstance caused by The Buyer, The Buyer may, in writing, give a final time limit, no shorter than the lead time according to the contract. If The Seller do not fulfill the obligations within the time limit The Buyer can demand a equitable price reduction, at the most 10% of the contracted price for the defect part of the product. If the error is essential The Buyer may cancel the part of the deal in question by, in writing, notice The Seller and ask for compensation with the limitations given in these conditions.

13.11 Transports connected to the redress or redelivery must be done according to The Sellers instructions, at the risk and cost of The Seller. The Buyer will carry any extra cost raised if the product must be picked up at other address than the one given in the contract.

13.12 The Seller has no responsibility to errors beyond what is given in this item 13. The limitation is not valid if The Seller caused the error by carelessness or intent.

14. AIR FREIGHT

If The Seller and The Buyer has an agreement to use air freight The Buyer has, notwithstanding any complaints of product, right to price reduction or repayment of the freight cost only if the air freight itself is inaccurate.

15. DISCLAIMER

15.1 The Seller will not answer to any intrusion in third parts intangible right if The Seller has modified, created or produced the product according to The Buyers instruction, template, drawing, pattern, specification or other documentation from The Buyer. The Buyer must keep The Seller guiltless in the extent The Seller is imposed responsibility to third part for such intrusion.

15.2 The Seller will not answer to any damage caused on property or chattels or on person or

the result of such damage, if the damage occurs after the risk of the product has devolved to The Buyer. The Buyer must keep The Seller guiltless in the extent The Seller is imposed responsibility to third part for such damage.

15.3 Limitations of The Sellers responsibility for damage in this item 15 are not valid if The Seller caused the damage by carelessness or intent.

16. EXEMPTION

If The Sellers fulfillment is prevented due to circumstance The Seller can't affect, e.g: labor conflict, fire, lightning, flooding, terrorist attack, modified governmental controlling or intervention, trading- or currency restriction, lack of transport, general lack of products, restrictions of electrical use, errors or delays in services from subcontractors due to circumstance given in this item, this will be exemptions to postpone time of accomplishment and exemption of indemnity and / or other penalties.

17. LIMITATION OF LIABILITY

17.1 The Sellers responsibility against The Buyer is limited to immediate damage of the product caused by The Seller or subcontractor to whom The Seller answers to, through carelessness or intent when producing the product. The Seller does not answer to any case of collateral or consequential loss as e.g. loss of profit or production. The Sellers total responsibility according to the contract is limited to a value of 20% of the total price of the product.

17.2 The limitations of The Sellers responsibility in this item 17 are not valid if The Seller caused the damage through carelessness or intent.

18. LIMITATIONS

The Buyer loses the right of claiming compensation from The Seller if a contestation is not initiated within 2 years from the day the product was delivered.

19. PRIVACY

During the lease and thereafter The Buyer commits to not handing over information, considered to be business confidential, to third party. The commitment to the privacy is however not valid for information that is known in public or reaches the public in other way than through breach of the agreement or if The Buyer was aware of it before the information was given from The Seller.

20. APPLICABLE LAW AND DISPUTE

20.1 The Contract and the terms & conditions must be read and applicable according to Swedish Law (1987:822) about international purchase and such international private law regulations resulting of use of the law in other jurisdiction.

20.2 Legal dispute in cause of The Contract or these conditions must be judged by public court and Stockholm District Court as first instance.