

Pronova Interior AB - general purchase conditions

1. General

1.1 These general terms and conditions of sale concern all deliveries of products and services to Pronova in accordance with agreements between the parties listed in order or other form of delivery agreement concluded between Pronova and the seller / supplier ("Seller") as stated in the agreement ("the Agreement") and excludes all other terms from the Seller.

1.2 The seller is not entitled to put another in his place or to transfer or assign any of his rights or obligations under the Agreement on to a third party without Pronova's prior written consent.

1.3 In the case of contradictory information in the documents, the documents are in the following order unless the circumstances reveal otherwise: 1) The agreement 2) Pronova's order 3) The quotation 4) These general terms and conditions 5) Samples, drawings and basis 6) Other documents.

2. Drawings, Models

2.1 All samples, drawings, basis, models etc. submitted to the Seller's disposal and amendments, additions and developments of these are Pronova's property and Pronova shall be deemed to have the exclusive intellectual property rights to these.

2.2 The seller may not dispose of the property listed in section 2.1 other than by use for the purpose which Pronova has given these.

2.3 Received technical documentation or information may not be used for purposes other than the one for which it has been submitted without the consent of the other party. Received technical documentation or information may not be copied or disclosed to third parties without the consent of the other party.

3. Materials

3.1 If Pronova makes material ("Material") available to the Seller, the Seller is not entitled to dispose of this for any manufacture other than for Pronova's behalf.

3.2 Upon receiving the Material, the Seller shall carefully check this to ensure that the quantity and quality are consistent with the agreed delivery and that there are no errors or defects. Failure or defect in the Material which has been obtained from the Seller's Receive Control shall be notified in writing to Pronova within five working days.

3.3 The material as well as other property belonging to Pronova must not be confused with the Seller's property and shall be stored and labeled so that it is clear that it is Pronova's property.

3.4 Failure or defect in the Material arising from the Seller's handling of the Material shall be notified in writing to Pronova no later than five working days.

3.5 Upon receiving the Material, the responsibility for Pronova's property is transferred from Pronova to the Seller.

4. Quality

4.1 The seller guarantees that the designs, materials and the execution are in accordance with submitted samples, drawings, specifications and other documents exchanged between the parties.

4.2 The seller should always provide Pronova with samples if requested or keep delivery available for inspection.

5. Packaging

5.1 The seller shall, if not in the case of agreed special packaging, have agreed to ensure that the packaging meets the requirements to ensure that the packaging and its contents reach the intended recipient in undamaged condition. The packaging should have an appearance that takes into account who is the final recipient.

5.2 All packages must be labeled in accordance with Pronova's instructions and shall, if no other instructions have been specified, be marked with the Seller's company name.

6. Terms of Delivery

All deliveries shall, if nothing else has been agreed upon in writing, not be agreed in writing, be FCA (INCOTERMS 2010) the seller's place of business.

7. Delivery time

7.1 Delivery shall be on the agreed date. If the delivery shall take place within a certain period of time, this will count from the date of conclusion of the Agreement.

7.2 If the Seller does not deliver the product in due time, Pronova has the right to charge penalty from the date that the delivery should have been made.

7.3 The penalty shall constitute 1% of the agreed price for each commencement week the delay lasts. If only a part of the product is delayed, then the penalty is calculated on the part of the price that relates to the part of the product which cannot be taken into use due to the delay.

7.4 The penalty shall not exceed 10% of this calculation basis.

7.5 The penalty will be due to pay at written request from Pronova, however, at the earliest when the product is delivered in its entirety or at the time of cancellation.

7.6 If the delay is so extensive that Pronova has been entitled to the maximum penalty according to section 7.6 and if the product has not yet been delivered, Pronova may in writing demand a delivery within a final due deadline that cannot be shorter than a week.

7.7 If the seller does not deliver within the deadline, and this is not due to any circumstance that Pronova is responsible for, Pronova may, by written notice to the Seller, terminate the agreement as to the part of the Product which cannot be used as a result of the delay.

8. Orders

8.1 The seller must confirm Pronova's orders in writing within three working days. If Pronova has not received the Seller's confirmation within 10 days after the dispatch of the Order, it shall be deemed to have been canceled.

8.2 If the Seller does approve of the order or approve the order only under certain conditions, Pronova shall have the right to choose whether or not to complete the order. Pronova will then notify the Seller within 10 days if Pronova wishes to complete the order and this message shall then be considered as a new order.

9. Responsibility for defects

9.1 The Seller shall, at his own expense, rectify all errors and defects in Pronova delivered products and that have been reclaimed by Pronova within the time specified below. The seller is responsible for all costs associated with remediation or re-delivery.

9.2 After the error or default has been corrected, the Seller's responsibility for the goods is the same as for the original delivery.

9.3 When the error or default has been noticed, Pronova will notify the Seller in writing, within 14 days. Pronova is entitled to claim defects or error in delivery within three (3) years of receipt of delivery, malfunctioning completed or redelivery has taken place.

9.4 If Pronova has notified the Seller in writing that there is a error or defect in the goods, the Seller is entitled to inspect the product at Pronova or at the place where the goods are located after written notice of the product. If this does not happen within 14 days from the complaint, Pronova will own at the Seller's expense and risk returning the product to the Seller and the Seller shall then be deemed to have accepted that the goods are subject to the errors and defaults noted by Pronova's complaint.

9.5 If the Seller fails to rectify a complained error within a reasonable period of time or makes a re-delivery, Pronova is entitled to terminate the Agreement and claim damages for both direct and indirect damage as well as damage to another's property and person. If the error or failure is extensive and can not be judged to be remedied within the timeframe of Pronova's commitment to its customer, Pronova is entitled to terminate the agreement and demand the Seller for damages for both direct and indirect damage to another's property and person. Until the Seller fulfills its obligations, Pronova owns the remaining payment, and Pronova shall therefore not be deemed to be in delay with payment.

10. Product Liability

10.1 The seller is liable for any damage to the person or property caused by the product.

10.2 Claims against Pronova due to damage-causing property of the product, the Seller shall assist in investigating where the damage is and keep Pronova without penalty if the damage is likely to be due to a defect in the product. Seller's liability is as long as such claims can be directed against Pronova.

11. Payment Terms

11.1 Prices and other payment terms shall be stated in the Agreement. The agreed price always includes packing costs.

11.2 Unless otherwise agreed, Pronova shall pay within thirty (30) days of the latest delivery or invoice date.

11.3 If a party is delayed by payment, interest on late payment shall be paid according to the Interest Act (1975: 635) Swedish law.

12. Force majeure

12.1 None of the Parties shall be liable for failure to comply with the agreement if the failure is due in circumstances which make it impossible or significantly complicate the agreed obligation. This provided that the circumstance should not have been assumed and exceeded the reasonable control of the party and that reasonable efforts are made to remedy the circumstance.

13. Insolvency and breach of contract

13.1 In the event of a party being in insolvency, cancel the payments, initiating business reconstruction or bankruptcy, the other party can cancel the Agreement and any other agreement existing between the parties.

13.2 If a party commits a substantially breach of contract and does not make a correction within one month after a written request, the other party is entitled to terminate the Agreement and any other agreement existing between the parties.

13.3 In case of cancellation according to p. 13.1 or 13.2, the defaulting party is obliged to replace the other party for both direct and indirect damage.

14. Changes

14.1 Any changes or additions to these General Purchase Terms shall be agreed in writing between the Parties.

15. Conflicts

15.1 Disputes arising from this Agreement shall be handled by the General Court.

16. Application

16.1 These General Purchase Terms apply to all Seller's deliveries to Pronova.