



TROAX GENERAL CONDITIONS FOR SUPPLY

1 Scope

- 1.1 These General Conditions for Supply shall apply to deliveries from Troax AB or from any of its subsidiaries within or outside Sweden. Any modifications of or deviations from the conditions must be agreed in writing and approved by an authorized representative of the supplier, such as its respective marketing director.

2 ORGALIME S 2000/SE 01

- 2.1 The agreement between the parties shall be subject to ORGALIME S 2000 or, where assembly is included in the contract, to ORGALIME SE 01. In the event of conflict between the provisions of ORGALIME and the provisions of these General Conditions, the provisions of these General Conditions shall take precedence.

3 Product Information

- 3.1 The supplier's quotation and order confirmation constitute the complete and exclusive agreement in respect of the quantity and quality of the delivery. Modifications thereof or deviations therefrom shall not apply unless agreed in writing.

4 Delivery and Payment

- 4.1 If no other trade term has been specifically agreed, the delivery shall be FCA supplier's warehouse.
- 4.2 Unless otherwise agreed, payment of the agreed purchase price, together with value added tax, if any, shall be made within 30 days of the date of the invoice.

5 Liability for Defects

- 5.1 The supplier's liability for defects shall extend for a period of two years from the date of delivery (the warranty period). After the expiry of the warranty period the supplier shall have no liability for defects.
- 5.2 The supplier's liability does not cover defects caused by circumstances, which arise after the risk has passed to the buyer. The liability does not, for example, cover defects due to incorrect installation or improper use of the goods from the buyer's side. The liability shall not apply in case the goods have been stored, installed or used outdoors. Finally the liability does not cover normal wear and tear or deterioration.
- 5.3 Any notices of defects shall be sent to q@troax.com

6 Limitation of Liability

- 6.1 The supplier's liability for delay, defects or other breaches of contract shall in no event exceed the agreed purchase price of the goods. The supplier shall not be liable for loss of production, loss of profit, loss of use or for any other indirect or consequential economic loss whatsoever.

7 Disputes and Applicable Law

- 7.1 Any dispute, controversy or claim arising out of or in connection with the agreement between the parties shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 7.2 The contract shall be governed by the substantive law of Sweden.