

GENERAL TERMS OF SUPPLY FOR ENERGILOTSEN AB ("Energilotsen")

The following conditions apply unless otherwise specially agreed.

1. Conclusion of the Contract

All tenders and offers are non-binding; that is to say, they do not bind on Energilotsen before the tender has been accepted and Energilotsen has acknowledged the order in writing.

2. Supply

Each supply is free at facility to be nominated by Energilotsen.

Where a product is to be supplied following a contract call, the call shall be made within such time as may be deemed reasonable with regard to quantity, place of delivery and the like.

Contract calls must be evenly spread over the delivery period. The purchaser may not divide up the delivery quantity agreed without special permission.

3. Delivery time – delay in delivery

The delivery times that have been specified are approximate. If Energilotsen considers that significant delays will arise, the Purchaser shall be notified of this without delay. If such a significant delay causes inconvenience of fundamental importance to the Purchaser, the Purchaser is entitled to revoke the contract as regards the goods delayed. In the event of successive deliveries, each supply shall be regarded as an independent sale; in the event that a part-delivery is delayed, the Purchaser is not entitled to revoke the rest of the Contract, but only the part-delivery that is delayed.

The Purchaser is not entitled to make a claim for damages in relation to Energilotsen as a consequence of a delivery or part-delivery being delayed.

4. The Purchaser's duty of inspection – complaints – faulty products

The Purchaser shall inspect the product immediately following receipt. If the Purchaser wishes to make a claim against Energilotsen owing to a fault in a product supplied, the fault shall be verified by a certificate from an approved laboratory relating to an analysis of a sample of the product taken in accordance with EN ISO 3170. The complaint shall be made without delay, though no later than ten (10) days following receipt. In the event of a complaint, Energilotsen shall be entitled at its own expense to conduct its own sampling of goods supplied.

The Purchaser is not entitled to claim that the product is faulty if it has been put into the Purchaser's production, processed or sold on.

If any goods that have been supplied are faulty and if a complaint has been made in accordance with the above, Energilotsen shall, at Energilotsen's own option, either exchange the products for products that are not faulty or reduce the price by an amount corresponding to the fault, at most amounting to the price agreed for that part of the goods suffering from a fault. Beyond this, Energilotsen is not liable in any form to pay compensation to the Purchaser for faults in the goods. Nor is Energilotsen liable for the consequences resulting from use of inferior or defective products or for any consequence attributable to the manufacture or use of the product in combination with other products, materials or substances. However, Energilotsen shall only pay compensation for damage caused by any harmful properties of the goods if and to the extent that such liability is covered by Energilotsen's liability insurance for damage caused by products.

5. Purchaser's delays in payment

The Purchaser shall pay the agreed price in good time. If the Purchaser does not pay in good time, Energilotsen is entitled to charge interest for delay from the due date, according to the reference interest rate applicable from time to time, plus ten (10) percentage points.

6. Ownership reservation

Energilotsen reserves ownership to any product sold until Energilotsen has been paid for the full price of the product.

7. Taxes (indirect or direct) and charges

If taxes or charges are levied on a product after Energilotsen has quoted a price for the same, or if such taxes or charges are increased, Energilotsen is entitled to increase the agreed price to a corresponding extent.

8. Insolvency, etc.

If, following the conclusion of the contract, Energilotsen has reason to question the Purchaser's capacity to pay, Energilotsen is entitled to annul the Contract, without any obligation to present evidence concerning the accuracy of this assumption, unless the Purchaser on request pays for the product in advance or provides satisfactory security for timely payment.

9. Grounds for release

Energilotsen releases itself from all liability and reserves the right to at its own option either annul the contract for a supply completely or partly or to postpone delivery if the performance of the Contract is prevented or significantly impeded by war, warlike circumstances, a public authority's prohibition or order, industrial conflict, shortage of raw materials, damage to equipment or other circumstances of whatever kind they may be, that largely lie outside the control of Energilotsen. Energilotsen is entitled to discontinue the delivery of products where, in the opinion of Energilotsen, there is a risk of personal injury, environmental impact or property damage.

10. Disputes

Disputes shall be determined by arbitrators in accordance with the Swedish Arbitration Act, in which connection the proceedings shall take place in Helsingborg, Sweden. The language to be used in the arbitral proceedings shall be Swedish. Energilotsen is always entitled to institute proceedings against a purchaser at Helsingborg District Court regarding demands for payment relating to amounts that are less than thirty (30) price base amounts.

11. Applicable law

This Agreement shall be governed by and construed in accordance with the substantial laws of Sweden without reference to its principles of conflict of law.