

## General Terms & Conditions

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# 1. Delivery and payment terms

## 1.1 Quotation basis

The prices quoted are net in EUR, except for Sweden where the price is quoted in SEK. Tax are excluded in quotation price but are added with 25% in invoices for the Swedish market.

## 1.2 Installation and commissioning, rates and conditions

The cost of installation/commissioning specified in "Price schedule" is based on the rates and conditions for site services applying today. Should these change, the rates valid at the start of installation will be taken as a basis.

## 1.3 Delivery / Shipping condition

More specific delivery date will be specified in the order confirmation, estimated from full technical and commercial clarification and placed order date.

Cost for transportation of the equipment are not included in the price. The actual cost for transportation will be invoiced.

In order to ensure that the delivery period is achieved, the Buyer must provide the Seller with all necessary data, documentation, approvals, certificates and materials etc., on time and in full, as required during the processing of the project.

Any delays will result in the delivery date and/or facility handover date being postponed by an equivalent time period.

The Seller reserves the right to invoice the Buyer for any additional costs resulting from a delay.

## 1.4 Payment

If no other agreement has been done following is valid.

The price in this proposal has been calculated on the basis of the following payment schedule:

100% of the product order value when equipment/products are delivered on site

If the agreement including startup, configuration other services the payment schedule will follow below schedule:

100% of the order value for products when equipment/products are delivered on site

The actual cost, work that have been done, for startup, configuration and other services will be invoiced continually each month.

If Buyer does not meet his obligations regarding payment, Seller has the right to postpone his contractual obligations (shipping, installation and commissioning).

All equipment supplied remains the property of Seller until all payments amounting to the full order value have been made.

## 1.5 Proposal validity

This proposal is valid for 1month from the date of issue if not specified in the quotation.

Seller reserve the right to change the price if Sellers supplier of key components raise the prices.

## 1.6 Product guarantee (warranty)

Workmanship, quality

Seller guarantees satisfactory quality of the equipment supplied, particularly material quality and workmanship. Seller agrees to eliminate any defects that may be detected during the warranty period in the equipment supplied and for which he is responsible, on behalf of Buyer.

Any defects, such as the following, must be reported to the seller immediately in writing:

- apparent defects: no later than 14 days from receipt of consignment
- hidden defects: no later than 14 days from discovery of the defect

If the defect is due to bad workmanship, faulty material or design, defective parts will be repaired free of charge or replaced on Seller's option.

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### **1.7 Warranty period**

Seller's warranty is valid for 12 months from the date of equipment delivered.

A warranty can be provided only if the equipment is installed and commissioned under the supervision of Seller's personnel and in line with Seller's regulations.

### **1.8 Exclusion from warranty**

The Seller is not reasonable for computer system mal functions caused by computer viruses, trojan horses, worms, hoaxes, etc.

Time required by specialist rendered by the Seller for rectifying such mal functions will be invoiced separately.

### **1.9 Liability**

Compensation for consequential damages, and/or damages such as lost profit, savings not achieved, missed interest or loss of interest could not be claimed by Buyer.

Non-compliance with the general conditions for installation, commissioning and use (as stated in user manuals, for example), or with the conditions imposed by the authorities for permission to operate, invalidates all claims for damages.

We expressly draw your attention to the fact that our maximum liability is limited to the value of the order.

### **1.10 Right of use, Software**

Unlimited right of use for applications software will not be handed over to the Buyer until full payment has been received.

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## 2 Technical documentation

### 2.1 Language / system measurement

The documentation is provided in English.

### 2.2 File formats / Design

All documentation is delivered in our or our sub-suppliers standard design and form. Standard format is PDF files but some of the documentation could also be delivered in paper. Depends on our sub-supplier. Drawings are always delivered in PDF format.

### 2.3 Scope of documentation

PLC and computer system documentation in PDF format, comprising:

- hardware documentation, as supplied by the manufacturer
- software documentation, as supplied by the manufacturer
- operating system software, as supplied by the manufacturer
- specific interface, application software

Supplied on suitable data storage media.

If applicable and agreed for the project in both the quotation and in order we deliver documentation on electrical equipment, comprising:

- electrical layout drawings
- circuit diagrams
- wiring tables
- component lists (technical data in language of origin)

The drawings and documentation will be in the format our sub-supplier delivers and as their standard documentation. If something else are requested this should be specified and agreed.

General points:

- software copyright: All rights reserved, particularly those of reproduction, distribution and translation. No part of the work may be reproduced by any means (e.g. photocopying or microfilm), or stored/processed/ distributed by means of electronic systems, without Seller's written permission
- Operating system is supplied in international version and the applications is supplied in English language
- User manuals is supplied in in English language

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### 3 Installation/Commissioning/Support rates and conditions

#### 3.1 Rates charged

If no other agreement has been made in the quotation and order following rates and conditions are used.

Buyer pays Seller the rates in Euro, except for Sweden where SEK is used. The rates for Sweden is depending on the actual Euro currency rate.

#### 3.2 Commissioning Engineer / Technology specialist

If time is not quoted or exceeds the quoted amount, the following rate will be used:

Traveling time: 250SEK/hour

Hour rate: 950SEK/hour

#### 3.3 Time worked

Traveling time is the time taken to travel from the Seller's headquarter to the Buyer's factory and back. The time taken to travel from the accommodation to site and back each day, up to a maximum of one hour, is not charged for.

Basic rate applies to the normal 40hour working week (Monday to Friday/8 hrs.).

Over time A is time worked in excess of the 40hour working week between 6 :00 and 19:00 hours, Monday through Saturday. These hours are invoiced at the normal rate +25% overtime surcharge.

Overtime B is time worked between 19:00 and 6:00 hours, Monday through Saturday, and all time worked on Sundays and Swedish public holidays. These hours are invoiced at the normal rate +50% overtime surcharge.

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### **3.4 Daily allowances, Accommodation**

Buyer pays Seller's personnel directly subsequent against invoice:

#### **Hotel cost**

Buyer will be invoiced for the costs actually incurred.

#### **Allowance for expenses**

Allowance for expenses following the guidelines from Swedish authority.

### **3.5 Travel costs**

Buyer pays the cost of travel by means of transport to be selected by Seller as follows:

- train
- scheduled flight/economy class (rebookable tickets) or
- rental car / company car

Travel cost by company car: 40SEK/10km

### **3.6 Invoicing**

Seller invoices for his individual in line with the work approval agreement if exists. Otherwise once a month.

### **3.7 Payment**

Unless otherwise specified in the delivery and payment terms, payment should be effected on receipt of Seller's invoices, which are sent to Buyer with specification of person's worked hours. Accounts are settled once a month. Invoices are payable on receipt, without deductions, by transfer to one of the accounts specified on the Seller's invoice.