

Ingenjörfirman Geotech AB

Export general conditions of sale 2/05

1. *Formation of contract*

A contract shall be considered concluded when an order has been accepted by Geotech AB (hereinafter the "Seller") by means of a special order acknowledgement. The wording of the order acknowledgement shall be determining for the contract and shall replace all previous oral and written agreements. Unless otherwise stated, quotations are valid no longer than 30 days. These conditions are not applicable on the sale of software if special conditions for the software are expressly agreed.

In case of inconsistency between the order acknowledgement and these general conditions of sale, the order acknowledgement shall prevail.

2. *Drawings and descriptions*

2.1 Any information of weight, dimensions, capacity, price, technical and other data in catalogues, leaflets, circulars, advertisements, pictorial material and price lists are binding only to the extent that the contract expressly refers to such information.

2.2 All drawings and other technical documents regarding the goods or their manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party.

Products, drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were submitted. They may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party.

3. *Delivery*

3.1 Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract.

If no trade term is specifically agreed, the delivery shall be Ex Works.

3.2 If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall start to run from the latest of the following dates:

- a) the date of the formation of the contract as specified in article 1;
- b) the date when the Seller receives information that a valid import licence has been issued, if such a licence is required for the fulfilment of the contract
- c) the date when the Seller receives advanced payment as stipulated in the contract.

3.3 If the Seller fails to deliver the goods on time and the delay is caused by a circumstance which under article 7 constitutes ground for relief or by an act or omission on the part of the Buyer, including suspension by the Seller under article 4.4, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

3.4 If the Seller fails to deliver the goods on time, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the agreed price for each complete week of delay. The liquidated damages shall not exceed 7.5 per cent of that part of the price on which it is calculated.

The liquidated damages become due at the Buyer's written demand but not before all of the goods have been delivered or the contract is terminated under article 3.5.

The Buyer loses his right to liquidated damages if he has not lodged a written claim for such damages within six months

3.5 after the time when delivery should have taken place. If the Buyer is entitled to maximum liquidated damages under article 3.4, and the goods is still not delivered, the Buyer may, by written notice to the Seller, terminate the contract in respect of such goods that has not been delivered. Except for liquidated damages under article 3.4 and termination of the contract under this article 3.5, all other claims in respect of the Seller's delay shall be excluded.

4. *Payment*

4.1 The prices are free at the place of delivery, not including purchase tax, value added tax, packing and customs duties.

4.2 The time of payment is calculated from the date of delivery or, if postponement of delivery has been requested by the Buyer, from the date the goods originally should have been delivered. In the event of delay of payment, the Seller is entitled to charge interest from the day on which payment was due equivalent to the official Swedish discount rate plus 9 percentage units.

4.3 The goods delivered shall remain Seller's property until payment for the goods has been executed in full, provided such retention of property is permitted by the applicable law. If that law does not recognize reservation of title, the Seller may exercise all other rights with regard to the goods, which that law allows him to reserve. The Buyer shall give the Seller every assistance in taking measures necessary for the protection of the proprietary rights of the Seller or such rights as have been mentioned in the foregoing.

4.4 If the Buyer fails to pay by the due date, the Seller has the right to postpone fulfilment of his own obligations until such payment has been made, unless omission by the Buyer is due to some action or default on the part of the Seller.

If the Buyer has failed to pay the amount due within three months after the due date, the Seller may terminate the contract by written notice to the Buyer and, in addition to interest on late payment, claim compensation for the loss he has suffered. The compensation shall not exceed the agreed purchase price.

5. *Test / inspection*

Test and inspection of the goods shall be executed by the Buyer latest 10 days after reception and any defect in the goods or lack of material shall be reported to the Seller without any delay, in default of which the Buyer shall lose his right to make any claim due to said defect.

6. *Guarantee*

6.1 The liability of the Seller in respect of any defect in the goods supplied is limited to making good by replacement or to the repair of defects which, under proper use, appear therein and arise solely from faulty material and/or workmanship within a period of twelve calendar months after the original goods was first dispatched. The Buyer shall bear the cost of and stand the risk of transport of defective parts and also of repaired or replaced parts between the site of installation and the Seller's factory, Gothenburg.

6.2 The Seller's liability shall not apply to defects arising out of materials provided, or out of a design stipulated, by the Buyer.

6.3 The Sellers liability shall apply only to defects that appear under the conditions of operation provided for by the contract and under proper use. In particular it does not cover defects arising from the Buyer's faulty maintenance, or from alternations carried out without the Seller's consent in writing, or from repairs carried out improperly by the Buyer, nor does it cover normal deterioration.

- 6.4 It is expressly agreed that the Seller shall not be liable in any respect including payment or other compensation whatever to the Buyer for any indirect, consequential – including loss of profit – or direct cost, loss, damage, product liability, personal injury or for damage to property which is not included in the delivery under this agreement.
- 6.5 The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable towards the Buyer according to the second and third paragraphs of this article.
The Seller shall have no liability for damage caused by the goods:
a) to any (movable or immovable) property, or consequential loss due to such damage, occurring while the goods are in the Buyer's possession, or
b) to products manufactured by the Buyer or to products of which the Buyer's products form a part.

7. ***Force Majeure***

- 7.1 The following circumstances shall be considered as cases of reliefs, if they occur after the contract has been made and impede, obstruct, and/or prevent its fulfilment: labour disputes, and any other circumstances such as fire, mobilization, requisition, confiscation, currency restriction, riot and civil commotion, scarcity of transportation, general commodity shortage, and restrictions on motive power, where such other circumstances have been beyond the control of the parties.
- 7.2 Should delivery be delayed for any cause other than those specified in article 7.1 the Seller is not liable to pay compensation to the Buyer other than to the extent that such liability to compensate has been agreed. In such cases the Buyer is entitled to cancel the contract if the delay is not of minor importance.

8 ***Arbitration and applicable law***

This agreement shall be governed by and construed in accordance with the laws of Sweden, disregarding the conflict of law principles therein. Any dispute, controversy or claim arising out of or in connection with the contract or the breach, termination or invalidity thereof shall be finally settled by Arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of Arbitration shall be Gothenburg, Sweden