

For the supply of springs.

Scope

1. These General Conditions shall apply, provided they are agreed on by the parties in writing or otherwise, to the extent they are not deviated from by written agreement between the parties.

Packing

2. Seller's standard packing is used unless other agreement is entered.

Quantities, weights

3. Reservations concerning deviations from agreed weights or quantities shall apply only if agreed by the parties.

Product information

4. The weights, dimensions, capacities, prices, technical and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter, price lists and similar product information constitute an approximate guide. These data shall not be binding save to the extent that they are by reference expressly included in the contract.

Delivery clause

5. Where no indications is given in the contract of the form of sale the supply shall be deemed to be sold "ex works".

6. Agreed delivery clauses shall be interpreted in accordance with the Incoterms (the International Rules for the Interpretation of trade Terms of the International Chamber of Commerce in force at any time).

Delivery time

7. Should a delay in delivery be caused by any of the circumstances mentioned in Clause 18 or by the circumstances of the buyer, such extension of the delivery period shall be granted as is reasonable having regard to all the circumstances of the case. With the exception of the case mentioned in Clause 8.2 this provision shall apply, no matter whether the cause of delay occurs before or after the time of delivery.

8. If a fixed time for delivery is provided for in contract and the seller fails to deliver within such time or any extension thereof granted under Clause 7, the buyer shall be entitled, on giving to the seller within a reasonable time notice in writing, to claim delivery and to fix a final, reasonable time limit for delivery and thereby indicate that the buyer intends to terminate the contract if delivery does not take place within such time limit. If delivery is not effected within the fixed time limit the buyer shall be entitled by written notice to the seller to terminate the contract.

9. If the buyer terminates the contract according to Clause 8.2., he shall be entitled to claim compensation from the seller for the extra expenses incurred by him by buying a similar supply elsewhere. The buyer shall not in addition to the above be entitled to any other compensation in respect of the seller's failure to deliver as aforesaid. If the buyer does not terminate the contract he shall not unless otherwise agreed, be entitled to any other remedy in respect of the seller's failure to delivery.

Payment

10. Unless otherwise agreed payment shall be made 14 days after delivery and date of invoice.

11. If the buyer delays in making any payment, the seller may charge penal interest which exceeds the highest official discount rate fixed in the seller's country by the following percentages: If the seller's country is:

Denmark: 2 percent, Finland: 3 percent, Norway: 4 percent, Sweden: 9 percent

Irrespective of seller's country the penal interest shall together be at least 10 per cent.

12. If the buyer fails to accept delivery on the due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.

Liability for defects

13. The seller undertakes within a period of six months counted from the date of delivery to replace supplies which suffer from defects in design, material or execution.

14. Complaints concerning defects shall be made in writing and without undue delay. If the buyer fails to comply with this stipulation he shall lose the right of replacement according to Clause 13.

15. If the seller fails to replace defective supplies within a reasonable time after the buyer has complained in accordance with Clause 14, the buyer shall be entitled by written notice to the seller, to terminate the contract with respect to the defective part of the supply. If the buyer terminates the contract, he shall be entitled to claim compensation from the seller for any further expenses incurred by him in connection with buying similar supplies elsewhere.

16. The seller's liability does not apply to defects or deteriorated use of defective supplies in addition to the provisions of Clauses 13 and 15. Thus, the seller is not liable to pay damages for operating losses, loss of earnings or other indirect losses. This limitation of the seller's liability shall not apply if he is guilty of gross negligence.

Liability for damage (product liability)

17. The seller shall be liable for personal injury unless it is shown from the circumstances that the injury or damage is due to negligence on the part of the seller or others for whom he is responsible. The seller shall not be liable for damage to real estate or movables. The seller shall not be liable for operating losses, loss of profit or other indirect losses. To the extent product liability may be imposed on the seller in relation to a third party, the buyer shall hold the seller harmless to the same extent to which the seller's liability is limited in accordance with the preceding three paragraphs. If a third party makes any claims against either party for damages in accordance with this Clause, either party shall notify the other party without delay. The seller and the buyer are mutually liable to be sued before the court hearing claims for damages made against either of them on the basis of damage, which it is claimed is caused by the supply. The mutual relationship between the buyer and the seller shall, however, always be settled by arbitration according to Clause 20 hereof. These limitations of the seller's liability shall not apply if he is guilty of gross negligence.

Exemption of liability (force majeure)

18. The following shall be considered as cases of exemption of liability if they intervene after the formation of the contract and impede its performance: industrial disputes and any other circumstances (e.g. fire, war, mobilization, military calls of a similar extent, requisitions, seizure, currency restrictions, insurrection and disturbances, shortage of transport, general shortage of materials and restrictions in the use of power) when such other circumstances are beyond the control of the parties, and defects in or delay of supplies of subsuppliers which are due to any of the circumstances mentioned in this Clause.

19. The party wishing to claim relief by reason of any of the circumstances of Clause 18 above shall notify the other party in writing without delay on the intervention and on the cessation thereof. If by reason of any of the said circumstances, the performance of the contract within a reasonable time becomes impossible, either party shall be entitled to terminate the contract by notice in writing to the other party.

Arbitration

20. Any dispute arising out of the contract and consequential legal circumstances shall not be referred to the courts, but shall be finally settled by arbitration in accordance with the law of the seller's country.

Rider to GENERAL CONDITIONS:

Packing

All prices in offers and other contracts shall apply to material exclusive of packing. All packing delivered by the seller shall be debited at cost price and shall not be taken back unless otherwise agreed.

Tools

If the seller produces tools or other equipment expenses incurred in this connection, they shall be stated separately and be debited to the buyer. All tools and other equipment shall remain to property of the seller. Expenses incurred in connection with general maintenance of tools shall be paid by the seller. Major inspections/direct replacements of parts/components due to wear are to be paid by the buyer. Requested alterations shall be debited to the buyer unless these are due to faults or defects on the part of the seller. All obligations of the seller concerning tools and other equipment shall lapse three years after concluded delivery. The seller shall notify the buyer before scrapping/destruction takes place. Payment for tools shall be effected by 50 per cent on order and the remaining 50 per cent on approval/dispatch of buying samples.

Quantity

Unless otherwise agreed the seller reserves a right to variations in deliveries by a maximum of +/- 10 per cent. If deliveries of material is to be made successively according to a delivery plan, the seller shall be entitled to produce the agreed total quantity at the beginning of the delivery period.

Surface treatment

Breaks in material after electrolytic surface treatment shall be for the customer's own risk, irrespective of whether the surface treatment is made through the seller at the request of the

customer.

Time of delivery

If the parties have agreed that drawings and/or buying samples shall be approved by the buyer before delivery is commenced, the time of delivery shall be counted from the date on which the seller received written approval from the buyer.

Validity of Offer

The offer shall be valid for 30 days unless otherwise stated.