

Sales Conditions:

Offers validity

The price is valid for acceptance within 30 days and for delivery within the end of the calendar year of the offer.

Time of Delivery

2 - 4 weeks after confirmed order and settlement of payment.

Term of Delivery

Incoterms 2000

Payment

Alternatively;

- A) 100 % irrevocable letter of credit payable at sight in a Swedish bank. The L/C shall be in our possession minimum 2 weeks prior to delivery of equipment.
- B) 50% prepayment when ordering the goods and 50% to be paid 10 days after delivery of goods and receiving final invoice (by mail)
- C) Other payment form agreed on before delivery of goods. Applies to each separate order

Warranty

1. The Seller warrants (subject to the other provisions of these Conditions) for a period of 12 months from invoice date that, in so far as the Goods are of its own manufacture, they shall be free from defects in workmanship or materials at the time of delivery. If any Goods do not conform to that warranty the Seller will at its option:
 - (a). replace the Goods found not to conform to the warranty and such replacements shall be supplied subject to these Conditions; or
 - (b). take such steps as the Seller deems necessary to bring the Goods into a state where they are free from such defects; or
 - (c). take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price.

PROVIDED THAT:

- (i). the liability of the Seller shall not arise unless the Buyer demonstrates to the Seller's reasonable satisfaction that the Goods have, at all times, been properly stored and handled and subsequently have not been used or maintained in any unusual or abnormal way or in a manner contrary to any instructions or recommendations for use or maintenance provided by the Seller;
- (ii). the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by or at the request of the Buyer (not being a drawing, design or specification of the Seller);
- (iii). the Seller shall be under no liability in respect of any defect or failure of the Goods to operate in accordance with specifications, illustrations,

descriptions or other particulars due to the combination or use of the Goods with any incompatible equipment or product;

- (iv). the liability of the Seller shall in no event exceed the purchase price of the Goods;
- (v). performance of any one of the above options (as limited by (iv) above) shall constitute an entire discharge of the Seller's liability under this warranty.

The foregoing warranty is conditional upon:

- (a) the Buyer giving written notice to the Seller of the alleged defect in the Goods, such notice to be received by the Seller within 7 days of the time when the Buyer discovers or ought to have discovered the defect and in any event within one year of delivery of the Goods;
- (b) the Buyer affording the Seller a reasonable opportunity to inspect the Goods and, if so requested by the Seller, returning the allegedly defective Goods to the Seller's works, carriage pre-paid, for inspection to take place there;
- (c) the Buyer making no further use of the Goods that are alleged to be defective after the time at which the Buyer discovers or ought to have discovered that they are defective; and
- (d) the Buyer not altering or attempting to repair the Goods without the written consent of the Seller. In so far as the Goods are not of its own manufacture, the Seller shall endeavour to transfer to the Buyer the benefit of any guarantees or warranties given to it in respect of such Goods.

Save as provided in this Condition 7, in Condition 2 and in section 12 of the Sale of Goods Act 1979, United Kingdom:

- (i) all conditions and warranties, express or implied, as to the quality or fitness for any purpose of the Goods are hereby expressly excluded; and
- (ii) except in respect of death or personal injury caused by the Seller's negligence, or for damage to the tangible property of the Buyer caused by the Seller's negligence, or in respect of liability under the Consumer Protection Act 1987, or in respect of fraud or fraudulent misrepresentation, the Seller shall not be liable for any loss, damage, charges or expenses which may be suffered by the Buyer, howsoever arising.

1. It is hereby expressly declared that any statements as to quality made by the Seller do not form part of the description of the Goods.
2. For the avoidance of doubt, the Seller does not represent that the Goods may not be compromised or circumvented; that the Goods will prevent any personal injury or property loss by fire, explosion or otherwise; or that the Goods will in all cases provide adequate warning or protection. The Buyer understands that properly installed and maintained fire and/or explosion safety equipment may only reduce the risk of fire, explosion or other events occurring, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result.

Limits of Liability

4. The Buyer must satisfy itself of the suitability of the Goods for the purposes for which they are purchased, and must comply with any directions, instructions or warnings as to the use storage or handling of the Goods given by the Seller. The Buyer must also ensure that the Goods comply with all local approvals and standards relating to the use to which they are to be put, and without prejudice to the generality of Condition , all recommendations and advice given by or on behalf of the Seller to the Buyer as to the methods of storing, applying or using the Goods the

purposes to which the Goods may be applied and the suitability of using the Goods in any manufacturing process or in conjunction with any other materials are (except when given pursuant to a request of the Buyer under Condition 2) given without liability on the part of the Seller, its servants or agents.

Subject to Conditions 1, 2, 3 and 4

- (i) the Seller's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the purchase price of the Goods; and
- (ii) the Seller shall not be liable to the Buyer under or in connection with the Contract for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty or otherwise. Nothing in these Conditions or in the Particulars of Contract shall affect or limit the validity or application of any customer warranty with the benefit of which any of the Goods are sold and if the Buyer, being an end-user, is able to benefit from such a warranty the terms thereof shall prevail over the terms of these Conditions and the Particulars of Contract.

Other General Conditions

Where so is applicable, Bejaros general sale conditions "TERMS AND CONDITIONS OF SALE" applies.