

GENERAL SALES CONDITIONS

1. Applicability

These “General Sales Conditions” are together with Stålprofil’s “Information and General Conditions” called the “Conditions”. The Conditions shall apply to all sales of products by Stålprofil AB (hereinafter referred to as “Stålprofil”). Deviations from the Conditions shall not apply unless separately agreed in writing.

2. Definitions

Whenever used in these conditions the following terms shall have the following meanings:

“Product” or "Products" shall mean product or products sold by Stålprofil. Provisions which refer to Products also includes “Hardware” if not otherwise is stipulated in article 10 regarding Hardware.

“Documentation” shall mean the documentation provided by Stålprofil, as revised from time to time by Stålprofil regarding the use of the Products in manufacturing and installation of Sections comprising the Products.

“Sections” shall mean glazed facades, walls, windows, doors, and sliding door sections.

“Hardware” shall mean locks, lock cylinders, door handles, strike plates and electronic looking systems or other products specifically communicated by Stålprofil.

3. Delivery

3.1 The Products shall be delivered by Stålprofil to the Buyer Ex Works (according to INCOTERMS 2010), unless otherwise agreed in writing.

3.2 The Buyer undertakes to inspect deliveries of the Products for transport damage or shortage upon arrival and without delay (and not later than within 7 days) notify the delivery agent. All damages/defects must be notified by the Buyer to Stålprofil.

3.3 Stålprofil shall observe the agreed time for delivery to the best of its ability. All times for delivery/delivery periods notified by Stålprofil shall be considered as approximate. In case of any delays, Stålprofil shall always have the right to reasonable extension of the time of delivery. Stålprofil shall always have the right to deliver customised Products even if they will be delayed in delivery.

3.4 In no event shall Stålprofil be liable if Stålprofil’s obligations are delayed or cannot be performed due to circumstances beyond Stålprofil’s control, including but not limited to

results of changed laws or requirements by public authorities, delays or default in deliveries from sub-contractors, labour disputes, war or warlike acts, restrictions by public authorities, fire, prohibition, shortage of relevant raw materials or other similar events that cause stoppage in Stålprofil's production or deliveries or in other way affect Stålprofil's possibilities to fulfil its obligations towards the Buyer. Stålprofil shall give notice to the Buyer within a reasonable time in case of such circumstances.

3.5 If an agreed delivery from Stålprofil cannot be performed wholly or in part, is delayed or in any other way is prevented due to circumstances that could not reasonably have been avoided, Stålprofil shall have the right to request for a prolongation of the time of delivery or alternatively cancel the agreed order without any obligation to compensate the Buyer.

4. Prices and payment

4.1 Prices are exclusive of V.A.T.

4.2 Unless otherwise agreed in writing payment shall be made in full in advance of delivery or against invoice within 30 days after the date of invoice if a bank guarantee for the amount in full is provided by the Buyer. In case of delayed payment Stålprofil is entitled to interest from the due date according to applicable law.

4.3 The Buyer may not set off agreed payments against alleged counter claims against Stålprofil.

5. Retention of title

The Products shall remain the property of Stålprofil until paid for in full, to the extent retention of title is valid according to applicable law.

6. Liability for defects

Stålprofil undertakes to remedy any defect in the Products resulting from faulty design, materials or workmanship in accordance with the following provisions.

(a) Stålprofil's liability is limited to defects which appear within a period of two (2) years from the date of delivery to the Buyer.

(b) Stålprofil's liability shall apply only to defects that arise during proper use of the Products. In particular it does not cover defects arising from faulty storage or maintenance, alterations carried out without Stålprofil's written consent, repairs not authorized by Stålprofil, not approved surface treatment, normal wear or non-compliance with the Conditions and the Documentation.

(c) In order to be able to avail itself of its rights under this article the Buyer shall notify Stålprofil in writing without undue delay of any defects that have appeared.

(d) If the claim proves to be justified Stålprofil shall by delivery replace or repair the defective Product or part of the defective Product without undue delay. If requested by Stålprofil the defective Product or part of the defective Product replaced shall be placed at the disposal of Stålprofil.

7. Limitation of liability

Stålprofil is not liable for defects or delays save as set forth above in these Conditions. This applies to any cost or loss the defect or delay may cause, such as replacement work or intervention in other construction (manufacturing and installation of Sections) or any other direct cost and to any loss of production or loss of profit or any other indirect or consequential damage or loss, unless Stålprofil is guilty of gross negligence or wilful misconduct.

8. The Buyer's compliance with Conditions, Documentation etc

The Buyer undertakes to always comply and/or advise that its customers comply, with these Conditions, the Documentation, applicable laws, regulations, rules and standards when using the Products in the manufacture and installation of the Sections comprising the Products. Said undertaking includes inter alia control of the validity of Stålprofil's information and the Documentation, proper use of relevant components, applying correct dimensions and dimensioning and properly performed installation.

9. Tooling

Tooling for the Products shall remain the property of Stålprofil, independent of Buyer's contribution to the costs. Tooling costs shall be due for payment when ordering the Products.

10. Specific conditions for sales and deliveries of Hardware

For all sales and deliveries of Hardware, the schedule "Sales Conditions for Hardware" will apply. If any part in the Sales Conditions for Hardware is contradictory to the conditions stipulated in these Conditions, the provisions in Sales Conditions for Hardware shall prevail in relation to sales and deliveries of Hardware.

11. Governing law

The contract of sale between Stålprofil and the Buyer shall be governed by Swedish law.