



# GENERAL TERMS AND CONDITIONS OF DELIVERY

**HNP Steel Service Center AB**  
556189-5243

**HNP Steel Service Sales AB**  
556192-7319

## **Delivery Times**

Unless otherwise expressly stipulated, the stated delivery times are an approximation.

## **Order Confirmation**

Unless the Buyer immediately makes objections, the Seller's written order confirmation is binding for the Buyer. The Seller is entitled to charge/invoice the quantities confirmed in the order confirmation 30 days after the scheduled delivery time.

## **Price**

Unless otherwise stated, the following applies to the quoted price:

The price is "Ex works" and thus, it does not cover freight and insurance charges or other delivery costs. The price does not include value-added tax and other similar duties. In case of partial deliveries of more than 6 months after the order confirmation date, the Seller is entitled to raise the price for such deliveries if the Seller's purchase costs have been raised or the overall price level has gone up in the period after the order confirmation date.

Unless otherwise agreed, packaging that is required or requested is charged separately and is not repossessed.

## **Foreign Exchange Rate Changes**

If the Supplier's import prices for goods of the type referred to in the offer/order confirmation are affected by an appreciation or depreciation of a foreign currency or the Swedish krona, respectively, the Seller reserves the right to raise the specified price with the percentage corresponding to the change in the value of the krona in relation to the foreign currency as of the due date of the invoice. Price changes for any stated reason do not entitle the Buyer to revoke the agreement.

## **Discount**

No discounts other than what has been expressly agreed upon or stipulated in the offer or order confirmation are due with regard to the stated price.

## **Payment and Default Interest**

The payment terms are 30 days net from the invoice date. If the Seller has reasons to assume that a payment will not be made on time, the Seller is entitled to retain the goods until the provision of adequate security. The Seller may not be held liable in any respect for any misjudgements in this regard.

If payment is not made on time, default interest is charged at the Riksbank's reference interest rate applicable at any time plus eight additional percentage points. In case of overdue payment, the Seller is entitled to compensation for any written payment reminder for its receivables as per the Swedish Compensation for Debt Recovery Costs, etc. Act.

## **Stated Dimensions and Quantities**

All stated dimensions are noted down with the tolerances customary for the industry. Any quantities stated are an approximation, and the Seller is entitled to deviate from them by 15% in both directions. The Seller reserves the right to weigh or measure pre-sold goods physically or theoretically, with a weight tolerance of plus/minus three per cent.

## **Liability for the Goods**

The liability for the goods is transferred from the Seller to the Buyer as soon as the Seller's personnel hand over the goods to another person who will carry them to the Buyer. The Seller may not be held liable for any pre-sold or warehoused goods that have not been collected by the Buyer or a legal representative thereof. Pre-sold goods that have not been collected or delivered within 90 days fall to the Seller.

## **Acceptance Control and Inspection of Goods**

It is the Buyer's duty to meticulously inspect the goods immediately on receipt — see "Complaints for Defects". If the goods are collected by the Buyer or its representative, the inspection shall take place at the time of collection.



### **Late Delivery**

Late delivery gives the Buyer the right to revoke the agreement if the delay lasts long and is owing to a circumstance that is within the Seller's control. Damages are not due in case of late delivery.

### **Complaints for Late Delivery**

Complaints for late delivery need to be drawn up in writing and have to be received by the Seller within no more than a week after the delivery of the goods.

### **Product Defects**

If delivered goods are defective, the Seller reserves the right to replace them with goods that are fit for delivery. In the event that it is impossible to deliver goods that are free from defects, the purchase price is reduced to the value of the defective goods unless the Seller opts to repossess the goods in exchange for a repayment of the purchase price. Under no circumstances may any other compensation than the one stated above be due for product defects. The Seller may not be held liable for the condition of the goods after more than three months have passed since their delivery.

### **Shortages**

If the agreed quantity of goods is not delivered, the Buyer is entitled to deduct the amount that corresponds to such a shortage from the purchase price. No other compensation is due for any shortages in delivered goods.

### **Complaints for Product Defects**

Any flaw in or damage to the goods that may be assumed to have occurred during transportation shall be reported directly to the carrier as per the shipping rules applicable to transportation. Moreover, the Seller shall be notified, where appropriate, without delay.

Complaints for defects in the goods shall be received by the Seller within no more than one week of their delivery or of the time when the Buyer should have reasonably been able to discover such a fault or defect. Complaints made more than three months after the delivery of the goods shall be disregarded.

Where the Buyer fails to complain in accordance with the provision above, the Buyer's right to put forward claims on the basis of this defect lapses.

### **Delay, Fault or Defect in Successive Deliveries**

Should there be any delay, fault or defect in one or several consecutive deliveries made in pursuance of a master agreement, the shortcomings in any of these partial deliveries do not entitle the Buyer to revoke the agreement or take measures with regard to subsequent deliveries.

### **Damages in Case of Delay/Revocation**

Damages in case of a delay and/or revocation are only due if the parties have reached a separate agreement to that effect.

### **Force Majeure**

Strikes, work stoppages, lockouts or any other form of industrial action, war, mobilisation, requisitioning, seizure, import bans, general shortages of goods, routing difficulties, delayed deliveries from subcontractors as well as any other circumstances that are beyond the Seller's control entitle the Seller to either suspend its commitments under the agreement without being liable for damages until the respective obstacles are no longer applicable or to terminate the agreement with immediate effect.

### **Warehousing of Uncollected Goods**

The Customer/Buyer is charged a storage fee of SEK 500 per unit and day for any goods that have not been collected or delivered after 15 to 90 days. Goods that have not been collected or delivered within 90 days fall to the Seller/Warehouse Keeper.

### **Retention of Title**

Upon delivery, the Supplier retains the title to the goods until the purchase price is finally paid.

Any claims for damages shall be put forward in writing within no more than two months after the supposed rightful delivery time. Any claims made later than that do not entitle to damages.

### **Public Charges, etc.**

New or raised customs duties, higher transportation costs, insurance premiums, port dues with accompanying ice surcharges or other similar charges, including increases in applicable labour rates, material costs, etc. that have occurred after the submission of an offer or the conclusion of an agreement and that affect the quoted pre-sold item shall be paid by the Buyer.

### **Information and Service**

Any and all information in the form of printed matters or suchlike, notices from the Seller's personnel prior to or after the conclusion of the agreement have no binding effect. Thus, the Seller disclaims any liability for the suitability of the goods for the intended purpose unless a guarantee is issued to that effect.

The same applies to any technical service that the Seller may provide to the Buyer in respect of the usage of the goods after delivery.



### **Disputes**

Any disputes in connection with the concluded agreement or the deliveries made or amendments and supplements to the agreement as well as all legal relationships related thereto shall, if so requested by the Seller, be settled by arbitrators in the Scania County according to Swedish law and in accordance with the arbitration rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Nevertheless, the above notwithstanding, each of the parties is entitled to bring action relating to an undisputed overdue claim before a general court of law.

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