



General terms and conditions

APPLICABLE FOR SALES

Scope and applicability

1. These terms and conditions (the "Terms and Conditions") shall apply unless they are amended by a written agreement between the parties.
2. In these Terms and Conditions, the "Seller" shall mean Credin Sverige AB. The "Buyer" shall mean any legal or natural person who has entered into agreement with the Seller regarding sale of their products or to whom the Seller has made an offer. "Products" shall mean any Product subject to the agreement between the parties.

Entry into agreement

3. The parties are bound by individual deliveries once the Buyer has submitted its order to the Seller. Terms and conditions in the order or other documents established by the Buyer that are in conflict with these Terms and Conditions shall not apply unless the parties in writing have agreed to apply them. Omission from the Seller to object to such conflicting terms and conditions shall not, in whole or partially, be construed as a waiver from these Terms and Conditions.

Quality of products

4. Deliveries are made of the Seller's normal quality for the ordered Products according to closer specification in the product sheet provided by the Seller. Other information regarding the Products than that provided in the product sheet shall only constitute guidance to the Buyer and does not entail legal obligations for the Seller unless otherwise agreed in writing.

Periodic deliveries

5. Where the parties have agreed on periodic deliveries, each delivery shall be construed as a separate agreement. The Buyer does not have the right to terminate other deliveries due to delays or deficiencies in a partial delivery.

Prices, discounts and payment

6. Products are priced according to the Seller's applicable price list at the time of entering into the agreement or the price stated in the Seller's offer, unless otherwise is agreed in writing.
7. The price of the Products is dependent on commodity prices at the time of entry into the agreement. If a significant change in commodity prices occurs, in relation to the conditions which applied upon entry into agreement, the Seller is entitled to adjust the prices at the forthcoming turn of the month, unless otherwise is agreed in writing. Significant change refers to changes in excess of two (2) percent.
8. Unless otherwise agreed payment should be made within thirty (30) calendar days from the invoicing date.
9. The Seller has the right to demand that the Buyer offers sufficient collateral for payment of deliveries or any previously delivered but not yet paid Products.
10. Upon default in payment the Seller is entitled to a default interest according to the Swedish Interest Act (1975:635) Section 6. Payment shall be considered made upon receipt of the payment by the Seller. Accrued default interest is invoiced on a monthly basis. The Seller's omission to invoice such default interest shall not be considered a waiver of its right to invoice the default interest at a later date.

Delivery

11. If a delivery clause has been agreed, it shall be construed according to the Incoterms® applicable at the time of entry into agreement. If no delivery clause has been agreed, delivery is made Ex Works Elvägen 4, 443 61 Stenkullen, Sweden according to Incoterms® 2020.
12. The Seller may at its own convenience decide from which location delivery of the Products shall be made.
13. If the Seller anticipates a delay in delivery, the Seller shall promptly notify the Buyer of the delay and the anticipated time of delivery.
14. If a delay in delivery is caused by transport delays beyond the control of the Seller, any circumstance according to article 20, or any action or omission from the Buyer, the time of delivery shall be extended to a reasonable time, all circumstances considered. The same shall apply even if the reason for the delay occurs after the agreed delivery date.

15. If the Buyer omits to receive the Products on the agreed time of delivery, he is still obligated to pay for any and all Products that were to be delivered. If the Buyer, regardless of cause, omits to receive the Products on the agreed time of delivery, the Seller may in writing terminate the agreement for such deliveries and receive compensation from the Buyer for any damages caused by the Buyer's omission.
16. The Seller's liability upon delay is limited to direct damages (as per definition under point 17) and shall under no circumstances exceed the price of the delayed delivery.

Defects in products

17. If delivered Products are defective the Seller shall, according to this article and articles 18-20 either (i) replace the Products or (ii) remedy the defect. If the defective Products are not replaced or the defect remedied within reasonable time, the Buyer shall be entitled to a price reduction corresponding to the difference in value between the Products in defective and agreed condition. The Seller's liability for defects is limited to what is stated in this article. Thus, the Seller's liability is limited to direct damages and the Seller shall not under any circumstances be liable for indirect damages such as loss of production, loss of profit or other direct or indirect damage inflicted upon the Buyer, its customers or third parties.
18. If the Products cause damage to natural persons or property (product liability) belonging to the Buyer or a third party, the Seller's liability is limited to such damages and losses covered by the Seller's liability insurance. The Seller shall bear no liability except for what may be compensated through such insurance.
19. The Seller is only liable for such defects that emerge within three (3) months of delivery to the Buyer, given that the Buyer has stored and used the Products in accordance with the Seller's instructions.
20. The Seller is only liable for defects in the Products that occur under foreseeable conditions and through proper use and processing of the Products. The Seller is not liable for defects caused by circumstances that have arisen after the risk of the Products have passed to the Buyer or such loss that the Buyer could have limited by taking reasonable measures to limit the loss.
21. The Buyer shall, immediately after receiving the Products, investigate that the Products comply with the terms of the agreement. The Buyer shall, at latest within one (1) week, give notice to the Seller of any deficiencies he has noticed or should have noticed upon investigation. If the Buyer fails to make such notice, the Buyer shall not be entitled to any remedy.

Force Majeure

22. The following circumstances shall be considered as force majeure events liberating the parties from performing their obligations according to the agreement if the circumstances inhibit the parties from fulfilling their obligations according to the agreement or make fulfilment unreasonably burdensome. Any circumstance that is outside of either party's control such as fires, drought, flooding, extreme cold, landslides, war, mobilisation or similar military summons, requisition, seizure, currency restrictions, riots and rebellion, scarcity of goods, general scarcity, energy restrictions or labour disputes including strikes shall be considered as force majeure events. The above-mentioned circumstances are only grounds for non-performance if their effects on fulfilment of the agreement could not be foreseen upon conclusion of the agreement. The party who wishes to invoke a force majeure event shall without undue delay, in writing, notify the other party of such circumstances. Notice shall also be given when such an event has ceased.

Disputes and applicable law

23. This agreement shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of law principles providing for the application of the laws of any other jurisdiction.
24. Any dispute arising out of this agreement shall be finally settled by the general courts of Sweden with the general court of Gothenburg or Alingsås as the first instance.

Credin Sverige AB

Elvägen 4 SE-443 61 Stenkullen, Sweden

Phone: +46 302 252 00, info@credin.se, www.credin.se

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