

# Purchase terms Professional Parts Sweden AB 2018-10-01

## Introduction

1. These terms of sale regulate the Professional Parts Sweden AB (Proparts) sale of goods and shall apply unless otherwise agreed in writing between the seller and the buyer. They only apply between traders and should not be applied to sales to consumers.

## Prices

2. Prices do not include VAT or other taxes and charges. If charges are introduced or changed as export or import fees, tax or the like according to the conclusion of the agreement, which affects the price, the price is changed accordingly. Billing fees can be charged by Proparts. Proparts have the right to regularly adjust the prices in the range, for example in case of exchange rate fluctuations, other price adjustments from suppliers and market adaptation.

## Payment

3. Unless otherwise agreed, payment shall be received by Proparts no later than 30 days after the invoice date. If part delivery takes place, payment for the same must not be retained pending final delivery. Nor shall payment for unauthorized claims be retained, if the collection invoice or the like would include goods for which dispute prevails. When payment is made after the due date, interest on late payment is payable as specified on the invoice.

## Product Information

4. Information in product catalogs and the like does not claim to be complete. Proparts disclaims and does not respond for damage as a result of someone relying on these data.

## Pictures and descriptions

5. Images, drawings, technical descriptions and samples relating to the product or its manufacture, which are submitted by one party to the other, remain the property of the surrendering party. These may not be used for any purpose other than for which they have been submitted, without the consent of the surrendering party. They may not, without the consent, be copied or otherwise disclosed to the third party.

## Delivery

6. Unless otherwise agreed, the goods are considered to be sold free of charge to Proparts warehouse. The goods are transferred to the buyer's responsibility when the freight forwarder picks up from Proparts. Unless otherwise agreed, transport packaging is not charged.

## Security

7. Proparts have the right to require the buyer to provide acceptable security for their payment obligation. If this happens with delay, Proparts may cancel the agreement if the goods have not yet been delivered.

## Returns

9. If specifically agreed, in each case, goods can be returned. In such cases, return in advance must be approved by the seller and be made on the form determined by the seller. For approval, the specifications stated on the form are required. Only after the seller's approval can the buyer return the goods with freight paid by the buyer. The product and its packaging must not have changed or deteriorated. Return fees are charged in such cases according to time limits and amounts determined by the seller.

## Responsibility for errors

8. Proparts undertake, in accordance with what is stated below, to remedy faults in the goods, consisting of deficiencies in construction and materials, which were present at the delivery date. Proparts are not responsible for errors in goods used in competition activities. If the product is used more intensively than can be considered to be assumed at the time of conclusion of the agreement, the time for Propart's liability is shortened correspondingly. Remarks about defects in the goods shall be made in writing to the complaint report provided by Proparts as soon as possible and no later than fourteen days from the date the buyer labeled or should have noticed the error. In the case of errors that the buyer should have noticed at the time of delivery, it is incumbent upon him to immediately inform Proparts of the defect after the goods have been delivered. If the buyer fails to notify Proparts as stated here, this loses the right to remedy. Proparts are not liable for errors if Proparts have been notified more than one (1) year from the day the goods were delivered. According to expert judgment, errors are deviations from normal standards. Property's liability for errors also applies to error handling due to Proparts, provided that the buyer has not realized or reasonably should have realized that error handling has taken place. It is the responsibility of the buyer to verify that the right product for the purpose has been obtained. Propart's liability only covers errors that arise in the correct use, storage and handling of the goods. It does not include errors caused by circumstances arising after delivery. In particular, it does not include faults caused by inadequate maintenance or incorrect assembly, improper repair, normal wear and tear or deterioration. Proparts liability does not relate to faults that depend on the material provided by the buyer or on the design prescribed by this. Proparts responsibility for errors means that Proparts, at their choice, repairs or exchanges incorrect goods. Repairs and exchanges can either be made by the buyer or the buyer must, if the seller so requests, send the goods to the seller, or to the service workshop specified by the seller for action. The remedy must be made within a reasonable time, taking into account the buyer's needs, from the time the buyer made the claim due to the fault and made the goods available to the sales outlet or workshop. Replaced goods or exchanged parts must be made available to the seller and become his property. In addition to what has been prescribed above, the seller has no responsibility for errors and the buyer has no other rights due to errors, either on contractual grounds or other legal basis. The time during which the seller is responsible for errors is not extended by the seller's rectification of errors.

### General liability limitation

10. In no case is the seller obliged to pay the buyer compensation for indirect damage or loss, such as loss of profit, production or turnover loss or other loss as a result of the goods not being able to be used by the buyer intended way. The seller's maximum liability vis-à-vis the buyer in the event of damage to person or property shall in no case exceed an amount corresponding to the seller's liability insurance at any given time. However, these restrictions on the seller's liability do not apply if the seller caused the damage through gross negligence.

## Relief grounds

11. The following circumstances constitute grounds for exemption if they impede or render the performance of the agreement unreasonably burdensome: labor dispute and any other circumstance that the parties cannot control; such as natural disaster, flood, fire, war, mobilization or unforeseen military summons of similar magnitude, requisition, seizure, currency restrictions, rebellions and riots, scarcity of means of transport, general scarcity of goods, restrictions on driving force and errors in or delays in deliveries from subcontractors caused by such relief grounds. A circumstance that occurred when the agreement was entered into constitutes an exemption basis only if its impact on the performance of the agreement could not then be foreseen. It is the responsibility of the party who wishes to invoke the grounds for exemption to notify the other party in writing without delay of the occurrence thereof, as well as of its termination. If the grounds for exemption hinder the buyer, he shall compensate the seller for the expenses it had to secure and protect the goods. If the performance of the agreement is delayed for more than six months by the grounds for exemption mentioned above, each party, without limitation of what otherwise applies under these provisions, is entitled to cancel the agreement by written notice to the other party.

## Dispute

12. Disputes regarding this agreement, its validity, interpretation or application thereof, as well as any other disputes arising from legal relationships due to the same, shall be finally settled by arbitration

administered by Stockholms handelskammars Skiljedomsinstitut (SCC). Rules for Simplified Arbitration shall be applied unless the SCC, taking into account the severity of the objective, the value of the dispute object and other circumstances, determines that Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators. Swedish law shall apply to this agreement. All information that emerges during the arbitration, as well as decisions and arbitration that are announced in connection with the procedure, is covered by confidentiality. Information covered by confidentiality may not be disclosed to third parties without the written consent of all parties, insofar as this is not necessary for enforcement of the judgment or otherwise follows from law.