



SALES AND DELIVERY TERMS AND CONDITIONS

These terms and conditions shall apply where nothing else has been agreed on in writing.

1. Validity

All quotations are subject to final confirmation and prior sales. All order confirmations from the seller shall be assumed to be fully approved by the buyer unless the buyer immediately notifies the seller of contested points. This shall apply even if the order confirmation in some way deviates from the original quotation, order, or specifications from previous negotiations. All prices apply to unpackaged goods delivered ex works. The appropriate VAT will be added to all agreed prices. Stated delivery times are approximate, and all information regarding weight, dimensions, quantity etc. are approximate within the standard tolerance ranges. A tolerance of 1/10 mm applies to the thickness of veneer. Any increases in shipping rates; new or increased customs fees; export, import or other comparable fees; and other domestic and foreign surcharges and price increases, which directly affect the product's price after the date of the order confirmation, shall be paid by the buyer. The price of imported goods is based on the official exchange rate prevailing on the day of the quotation, and all variations in parity between the Swedish krona and the foreign currency shall be for the buyer's account and risk.

2. Delivery address

Unless otherwise agreed, the goods shall be delivered ex works at the buyer's expense and risk, regardless of the destination town. The seller shall not be responsible for damages incurred during transport. The delivery shall be considered to be complete and the responsibility for the goods shall be transferred to the buyer at the moment the goods are made available to the buyer.

3. Flaws, shortages or delays

If all or part of the delivery is hindered or prevented because the supplier to the seller neglects its deliveries, or if the ordered goods are delayed, destroyed or in any way not delivered to the seller in the expected quantity for any reason beyond the seller's control, the seller is entitled to postpone the delivery, deliver a lesser quantity or cancel the purchase, with no liability to pay damages. If any of the deliveries in successive shipments is postponed, the seller shall be entitled to postpone its own deliveries to the same degree.

If the buyer is unable to receive the goods on the agreed delivery date, the goods shall be considered delivered and the purchaser shall pay for them as if they were delivered.

If the buyer inspects a product before delivery, the product shall be considered to be approved both in quality and in quantity. This applies even if the buyer does not inspect the goods after being informed by the seller that the goods are ready for inspection. Claims must be made in writing and accompanied by a detailed description of the flaw(s) leading to the claim. Claims must be received by the seller no less than 8 days after the receipt of the product or within 8 days of the time when such an error should reasonably have been discovered. If the buyer has presented a claim, he may not in any way make use of any part of the delivered goods, and the seller shall have access to the entire goods shipment for inspection. Furthermore, the buyer must store the product properly. If the stipulations of this paragraph are not observed, the buyer forfeits all right to remuneration.

Up to 5 per cent of the number of sheets of veneer may have cutting flaws, and the seller does not guarantee equal color and texture in planks and boards. For pallet products, the outer and middle boards shall be invoiced at the price that is applicable to the entire pallet, even if they deviate from the nominal thickness of the pallet. Specified thicknesses apply to undried goods.

The seller shall rectify approved claims within a reasonable amount of time and as he sees fit, either by making up the

difference if the claim regarded a shortage, or by repairing the faulty product if the claim regarded poor quality, or by reimbursing the buyer for the product. No other remuneration shall be paid.

Regardless of any claims or disputes regarding a delivery, payment shall be made for the part of the delivery that is not under dispute. The buyer shall not be entitled to withhold more payment than the corresponding cost of rectifying the flaw or shortage.

The seller shall be free from all liability for reimbursement for any flaw or shortage that the buyer has rectified without the seller's approval.

All claims to liability shall be limited to the seller's quoted sales price for the quantity of goods being claimed. Under no circumstances shall the buyer be entitled to remuneration for indirect damages or consequential damages caused by the seller's neglect of his obligations.

If goods are returned to the seller, the buyer shall not be entitled to remuneration for any wages, shipping costs or similar expenses.

4. Payment

Unless otherwise agreed in writing, payment shall be made in cash within 30 days of the delivery date.

Checks, acceptances or other such instruments shall not be considered as payment until cashed.

If partial deliveries are made, payment shall be made for each separate delivery. If a payment is not made upon each delivery according to this agreement, the seller shall be entitled to terminate the agreement with the buyer without liability for reimbursement. If the buyer does not make payment on time, the seller shall be entitled to charge a penalty interest as of the due date. A reminder fee permitted by law will be charged.

5. Reservation regarding right to ownership

The delivered goods shall remain the property of the seller until full payment has been made, but the safety of the goods shall be the responsibility of the buyer as defined under point 2.

The buyer shall be required to insure the goods until full payment has been made.

6. Drying

The seller shall be free from all liability for reimbursement for any damages that occur during or after the drying process undertaken by the seller.

7. Force majeure

The seller shall be entitled to cancel the purchase or extend the contract period in the event of circumstances beyond the seller's control, which the seller could not reasonably have expected, such as war, insurgency, riots, mobilisation or unexpected military call-up, requisitions, seizure, embargo, currency restrictions, export or import restrictions, general shortages of products or means of transport, labour conflicts, power restrictions, scrapping of work objects, fire, flaws or delays in deliveries from suppliers, floods, natural disasters or similar events that affect the seller or his suppliers, or can in some other way incur costs to the seller. However, the seller shall in such cases have the right to demand that the buyer receive the amount of the delivery that was completed.

8. Disputes

Any disputes arising from these terms and conditions shall primarily be solved through an agreement between the parties, and only if such an agreement cannot be made shall disputes be resolved by a board of arbiters according to the Swedish Arbitration Act.

These terms and conditions are subject to Swedish law.

The existence of a dispute and the submission of the dispute to an arbiter shall not release the buyer from his obligation to pay for products received or any other obligations.

Regardless of the contents of this point, either party shall be entitled to institute court proceedings in order to obtain the payment of uncontested amounts due.

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