

General Sales and Delivery Terms

1. APPLICATION

These General Sales and Delivery Terms apply to all deliveries of products to Buyers. Purchase Terms or Specific Requirements from the Customer are binding only to the extent expressly and in writing confirmed by Nordic Flanges, or unless explicitly agreed between the parties.

Should the Buyer's order contain terms that conflict with these general terms of sale, these general terms of sale shall prevail even if Nordic Flanges do not oppose such deviating terms as the Buyer. By order order, Buyer approves these general terms of sale in current contractual relations between Nordic Flanges and Buyer. These conditions can be downloaded and read from Nordic Flanges website or, on request, sent to the Buyer.

2. OFFERS

Price range from Nordic Flanges is valid for 14 (fourteen) days unless otherwise stated or agreed, but subject to intermediate sale.

3. PRICES

To the extent that material is covered by a Nordic Flanges applied price list, price shall be calculated on the basis of the price list applicable per delivery date. Prices quoted verbally, for example by phone, are not binding on Nordic Flanges. All prices are excl. VAT and / or other charges. Nordic Flanges reserves the right to adjust price lists under changed conditions.

The products are delivered in appropriate packaging and charged according to standard. Required special packaging is charged according to separate tariff.

4. ORDER REPRESENTATION

All offers from Nordic Flanges are subject to intermediate selling. In order for an order to be valid, it must be confirmed by Nordic Flanges. Orders made in accordance with the offer from Nordic Flanges and within the specified time limit shall be counted as an agreement between Nordic Flanges and the Buyer after order confirmation. Offers shall be valid for the period stated in the quotation.

For e-commerce, unless a deadline is specified, a web-based offer from Nordic Flanges will be accepted immediately.

Order recognition will mainly be submitted electronically to the email address specified by Buyer. Nordic Flange's written order recognition is considered binding on the Buyer unless any remarks are made immediately.

5. DELIVERY

Delivery clauses shall be interpreted according to the Incoterms applicable at the time of the agreement, issued by the International Chamber of Commerce.

The products are delivered in appropriate packaging and charged according to standard. Required special packaging is charged according to separate tariff.

The parties may agree that delivery will be made on another date after the agreement has been concluded. In order for an order to be delivered on time, all information required for the order's execution must be submitted to Nordic Flanges. If an order refers to a product that is not available on Nordic Flanges stock by order date, Nordic Flanges is obliged to inform Customer in order confirmation and when delivery can be expected.

6. PAYMENT

Payment shall be paid in accordance with the terms stated in the quotation. Unless otherwise agreed, payment must be made to Nordic Flanges within 30 (thirty) days from the invoice date. Unless payment is made in due time, reminder fee and interest rate interest will be charged at interest rate exceeding the reference rate by 5 percentage points monthly from maturity.

Nordic Flanges reserves the right to ownership of the products until full payment, including any late interest, has been paid. If the Buyer does not pay payment within the payment period, Nordic Flanges is entitled to hold further deliveries without prior notice. Nordic Flanges reserves the right to require advance payment for delivery or continued delivery if doubt has arisen regarding the buyer's ability to pay or if the buyer will pay payment within the time limit.

In case of delay in parts of agreed delivery, payment may be made only for those parts of the delivery that are delayed. In case of partial delivery of late goods, Nordic Flanges will pay the freight.

If the buyer receives a payment, the payment deadline will expire from the time of delivery. The buyer is never entitled to hold payment for any defects in or for late delivery if delivery has actually taken place.

7. DISPOSAL OR RETURN OF DELIVERY

In case of cancellation of delivery, the Buyer is liable for the costs incurred by Nordic Flanges at the time of cancellation.

Return of delivery may only be made in agreement with Nordic Flanges. Upon return of delivery, a return deduction of 50% will be deducted, however, at least 3000: -. Prerequisite for return is that the product is undamaged and returned in unbroken original packaging. Return will only be accepted after usual receipt check and confirmation that the product meets the requirements Nordic Flanges put on regular delivery. Shipping costs for return of delivery are the Buyer for.

8. DELAYED DELIVERY

If Nordic Flanges discovers that delivery can not be made at the agreed date, Nordic Flanges shall promptly notify the Buyer of the delay. In case of notified or delayed delivery of delivery a significant inconvenience to the Buyer, the buyer owns the right to terminate the agreement in writing. If a party does not make unreasonable delay of its right to cancel the contract, notification of delay shall be deemed to be a new delivery date. If the delay relates only to single goods in delivery, cancellation may only be made in respect of this goods and with the same connected goods. In case of notified or delayed delivery of goods made according to the Buyer's instructions and / or goods of a kind that Nordic Flanges do not normally stock and the Buyer realized or disregarded this, the Buyer is entitled to cancel the purchase only if the delay is material.

Unless otherwise agreed, Nordic Flanges is not obliged to pay damages or compensation as a result of the delay. Nor is Nordic Flanges responsible for indirect damage that may be caused to the Buyer as a result of the delay.

Nordic Flanges are not responsible for delays caused by Nordic Flanges suppliers. The Customer can not claim Nordic Flanges for late delivery in addition to the above.

9. PRODUCT INFORMATION

All information about the weight, dimensions and quality, as well as technical specifications and other technical data contained in catalogs, prospectuses, website and other promotional materials are indicative and binding only to the extent that it is agreed in writing that this is part of the parties' agreement.

Material and durability requirements are based on the technical specifications and standards referred to in the agreement. The requirements regarding materials, standards and durability that the Buyer has regarding specific products produced in accordance with the Buyer's instructions must always be defined in the Buyer's request or order. Nordic Flanges ensure that material in deliveries complies with agreed specifications.

10. QUALITY

Materials not ordered according to a certain standard or with a specified quality label are delivered as a commercial product without the responsibility of Nordic Flanges for special quality requirements. Requested certificates must be agreed upon at the time of purchase.

11. DEFECTIVE GOODS AND LOSSES IN WHICH PROVIDED

The goods are defective only if they do not meet the specifications expressly agreed or if the goods do not meet the Nordic Flanges general specifications for the time of delivery. Nordic Flanges are only responsible for original errors and shortcomings.

The accompanying note must accompany the goods. Upon receipt of the goods, the buyer shall carry out a receipt check comprising the accompanying note, the number of packages, the warehouse details and the ocular inspection of the goods. It is the duty of the Customer to inspect the delivered products immediately upon delivery. In case of defect or damage to the goods that may be presumed to have occurred during transport, this must be reported directly to the carrier and in accordance with applicable transport regulations. Failure to do so neglects the right to advertise transported goods.

If Customer finds that there are faults or defects in the product, the Customer shall immediately notify Nordic Flanges in writing and without delay. If the Customer does not advertise immediately in the event of failure or failure, the Customer shall lose its right to claim such errors and defects in respect of Nordic Flanges.

Complaints of actual goods must be made within six months of delivery and shall be notified in writing to Nordic Flanges. If no defect is claimed within 6 months, Customer loses its right to claim the defects in question.

Thus, any additional claims, such as damages of any kind, may not apply to the Nordic Flanges.

12. LIMITATION OF LIABILITY

Nordic Flanges responsibility for defects is limited to repair, replacement products or price reductions in proportion to the shortage

Nordic Flanges are not responsible for consequential or indirect losses, such as interruptions in production, loss of profits, loss of goodwill and / or loss of technical information that may arise in connection with a purchase agreement regulated under these General Terms and Conditions of Sale.

Any further claims, such as any claim for damages of any kind, may not be imposed on Nordic Flanges, unless otherwise agreed in writing.

13. DELIVERY FOR BUILDING

In case of defects in Sweden, the following additional liability applies: In case of manufacturing failure which was not noticeable at the time of delivery (hidden defects), Nordic Flanges responsibility expires two years after final inspection or delivery of a construction involving the delivered products, but no more than four years from that the products were delivered from Nordic Flanges to the Customer.

14. PRODUCT RESPONSIBILITY

For product liability, general Swedish rules apply. Nordic Flanges shall not be liable for damage to: (a) property or property arising from the possession of the Product; (b) Products manufactured by the Customer; (c) Products incorporating Products manufactured by the Customer; or (d) for damage to property or property caused by products referred to in point (c). To the extent that Nordic Flanges becomes liable to third parties for property damage that Nordic Flanges is not responsible for this item, the Customer shall hold Nordic Flanges harmless. If a third party makes a claim for damages under this paragraph vis-à-vis a Party, that Party shall immediately notify the other Party thereof.

15. FORCE MAJEURE

Nordic Flanges is not liable to the Customer when the following circumstances arise after the agreement has been entered into and results in the performance of the agreement: war and mobilization, insurgency, riots, terrorist attacks, natural disasters, strikes and lockouts, and shortcomings or delays in subcontracting, fire, currency restrictions, import and export restrictions, extraordinary interventions by government or EU authorities, death, illness or waiver of key persons or other circumstances beyond the control of Nordic Flanges. Under the circumstances, Nordic Flanges may postpone delivery until the current circumstance has ceased or, in whole or in part, terminate the agreement without any compensation being paid.

16. CONFIDENTIAL INFORMATION

The Customer and Nordic Flanges shall observe confidentiality information such as price received from the other party. Such confidential information may not be disclosed or used for other purposes in addition to fulfilling the obligations of a purchase agreement.

17. APPLICABLE LAW AND COMPETENT COURT

All disputes regarding agreements and all related matters between the parties shall be settled under Swedish law and at the court in which Nordic Flanges has its registered office. Nordic Flanges may, however, choose a dispute to be settled by arbitrators in accordance with the arbitration procedure in force in the arbitration proceedings.