

**D&E BEARINGS AB**  
**General Terms of Sales**  
Version 3.2  
Updated 16 January 2019

**1. GENERAL**

- 1.1 These terms and conditions (the "**General Terms of Sales**") shall apply to the sale of goods by D&E Bearings AB, registration number 556107-7297, Himmelsbodavägen 9, 14739 Tumba, ("**D&E**") unless otherwise agreed in writing.

**2. ORDERS AND DELIVERY**

- 2.1 Orders placed by a customer by telephone or email are binding. D&E has the right to accept or decline the entire order or parts thereof. By accepting an order, D&E undertakes to deliver the ordered products in accordance with these General Terms of Sales.
- 2.2 Unless otherwise agreed, the products shall be delivered Ex Works D&E's storage facility in Stockholm (Incoterms 2010).
- 2.3 Unless otherwise agreed, D&E will provide for delivery of the ordered products from D&E's storage facility to the designated delivery address. However, the customer is liable for the delivery from D&E's storage facility in Stockholm and the delivery is carried out at the customer's risk and expense. Unless otherwise agreed between D&E and the customer, D&E retains the right to choose the delivery method D&E deems appropriate for the delivery of the ordered products.

**3. PRICE AND PAYMENT**

- 3.1 Unless otherwise agreed between the parties, the customer shall pay in accordance with D&E's, at the time the order was placed, applicable price list.
- 3.2 The pricing of goods containing metals is based on the metal reference prices at the time the applicable price list was adopted. Furthermore, the pricing of imported goods is based on the foreign exchange rate at the time the applicable price list was adopted. D&E retains the right to adjust the pricing in the price list with regard to increased raw material prices of or changes in the foreign exchange rate that has occurred after the date the price list was adopted.
- 3.3 Unless otherwise agreed, prices do not include VAT, packaging, tariffs, customs or delivery costs.
- 3.4 Costs of certification, records of measurement or other similar costs are charged to the customer.
- 3.5 If the value of ordered products is less than SEK 250 (excluding VAT, packaging, costs of delivery and other costs) the customer will be charged a handling fee of SEK 50 plus VAT per order.
- 3.6 D&E retains the right to demand payment in advance.
- 3.7 Subject to Section 3.6 above, payment shall be made against invoice issued by D&E no later than thirty (30) days from the date of the invoice.
- 3.8 Objections to an invoice issued by D&E shall be made in writing no later than fourteen (14) days from the date of the invoice.
- 3.9 In the event of overdue payment, interest is payable to D&E in accordance with the Swedish Interest
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Act (Sw. *räntelagen*, 1975:635).

## **4. DEFECTS AND CLAIMS**

- 4.1 At delivery, the customer shall promptly examine the goods and document any damages to the goods during transit, as well as any other defects or faults. Any damage which occurred during transit shall immediately be reported to both D&E and the carrier.
- 4.2 D&E undertakes to remedy defects or faults attributable to defects in material, manufacturing or construction by substituting or repairing the product.
- 4.3 D&E is not liable for any defects or deficiencies arising out of material, instructions and/or labeling provided by the customer. D&E is neither liable for any non-conformity or deficiency that the customer could have noticed in the examination of a product sample.
- 4.4 D&E is not liable for deficiencies or defects that occur after the product has been delivered to the customer. Furthermore, D&E is not liable for defects or deficiencies attributable to the customer's use of the product contrary to D&E's instructions, normal wear and tear, the customer's use of the products with third-party products or the customer's modification of the products.
- 4.5 With the exception of what is stated in this Section 4, D&E is not liable for any deficiency, defect or other non-conformity in the goods. In no event shall D&E be liable for any damages or loss, including without limitation, lost revenue, lost sales or lost profits.

## **5. DELAYED DELIVERY**

- 5.1 Unless otherwise agreed, all delivery times and dates are estimates.
- 5.2 D&E shall inform the customer of any delays to the estimated date of delivery.
- 5.3 If D&E has undertaken to deliver the products on a specific date, the following shall apply. In the event a delivery is delayed due to circumstances beyond D&E's reasonable control, the customer is entitled to liquidated damages, calculated from the agreed date of delivery. The liquidated damages shall be equal to one percent (1 %) of the agreed price for each week commenced up until delivery. In the event only a part of the product is delayed, the liquidated damages shall be calculated on the price of the part of the products that has not been delivered. Liquidated damages shall under no circumstances exceed ten percent (10 %) of the price of the delayed products.
- 5.4 In the event delivery is delayed to such an extent that the customer is entitled to maximum liquidated damages in accordance with Section 5.3 above, the customer has the right to demand, in writing, final delivery within a reasonable time frame, although not less than a week. If D&E does not deliver within this period of time and the failure to deliver is not due to any reason attributable to the customer, the customer may terminate the contract in relation to the products that have not been delivered.
- 5.5 With the exception of liquidated damages in accordance with Section 5.3 above, the customer is not entitled to any claim in the event of delivery delays.

## **6. LIMITATION OF LIABILITY**

- 6.1 In no event shall D&E be liable to the customer in any manner for any indirect damages of any kind, including, without limitation, lost profits, lost sales, lost revenue or goodwill, regardless of the form of action.
- 6.2 D&E is not liable for any damages the products inflict on any property or real estate whatsoever if the damage occurs after the product has been delivered to the customer.

6.3 The customer shall indemnify and hold harmless D&E in the event D&E is held liable to a third party for any damages or loss for which D&E is not liable under these General Terms of Sales.

6.4 The limitations of liability in this section shall not limit D&E's liability to the customer for damages the customer has incurred as a result of willful misconduct or gross negligence by D&E.

## **7. FORCE MAJEURE**

7.1 D&E's delay in, or failure to perform, its obligations under the contract shall not be considered a breach of contract if D&E is prevented or delayed in performing those obligations by fire, flooding, earth quake, shortage of raw materials, natural disasters, delayed deliveries from suppliers, electrical issues, act of war, terrorism, riots, civil disobedience, strikes, blockades, court order, omissions by third parties or any other event or circumstance which is beyond D&E's reasonable control. D&E accepts no responsibility for such events of force majeure but shall promptly notify the customer of the circumstance.

## **8. MISCELLANEOUS**

8.1 Any changes or amendments to these General Terms of Sales shall be in writing and duly signed by both Parties in order to be valid.

8.2 If any provision of these General Terms of Sales or parts thereof would to any extent be or become invalid or unenforceable this shall not mean that the General Terms of Sales are invalid. Instead, the relevant provision shall be adjusted.

8.3 Swedish law apply to these General Terms of Sales. In the event of any dispute, controversy or claim arising out of or in connection with these General Terms of Sales, the dispute shall be finally settled in court, with Stockholm District Court as the court of first instance.

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