

D&E Bearings AB

General Conditions of Sale

APPENDIX 3
Version: 3.3
Updated 21st of April 2023

1. GENERAL

1.1 These terms and conditions (the "**General Conditions of Sale**") shall apply to the sale of goods by D&E Bearings AB, registration number 556107-7297, Kompassvägen 1, 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 Conditions of Sale.

2.2 Unless otherwise agreed, the products shall be delivered DAP, D&E's warehouse in Stockholm (Incoterms 2020).

2.3 If nothing else is agreed, D&E will provide for delivery of the ordered products from D&E's warehouse to the designated delivery address. D&E retains the right to choose the delivery method.

3. PRICE AND PAYMENT

3.1 The customer shall pay in accordance with D&E's, at the time the order was placed, applicable price list, unless otherwise agreed between the parties.

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 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, customs or delivery costs.

3.4 Costs of certificate, records of measurement or other similar costs are charged to the customer.

3.5 If the value of ordered products is less than SEK 1000 (excluding VAT, packaging, costs of delivery and other costs) the customer will be charged a handling fee of SEK 500 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 invoices issued by D&E and payed according to the specified due date on invoice.

3.8 Objections to an invoice issued by D&E shall be made in writing no later than eight (8) days from invoice date.

3.9 In the event of overdue payment, interest is payable to D&E in accordance with the Swedish Interest Act (Sw. *räntelagen*, 1975:635).

4. DEFECTS AND CLAIMS

4.1 At delivery, the customer shall promptly examine the goods and document, damages to the goods during transit, as well as any other defects or faults and 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. D&E is only responsible for errors that have been complain in writing within eight (8) days from delivery.

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 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.

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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 Conditions of Sale.

6.4 The limitations of liability in this section shall not limit D&E's liability for damages that has incurred by the customer due to D&E's intent or gross negligence.

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 due to Force Majeure, omissions by third parties or any other event or circumstance which is beyond D&E's reasonable control. But shall promptly notify the customer of the circumstance.

8. MISCELLANEOUS

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

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

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