

GUSTAFS DELIVERY & TRADING CONDITIONS

1. Tender

Unless otherwise stated, a tender is valid for three months from the date of the tender. In order for the conditions of tender to remain valid, delivery must be completed at the latest six months after the date of the tender.

2. Order routine

Orders shall be in writing and shall be delivered via letter, fax or e-mail. For an order to be accepted and expedited the following details must be specified:

- Buyer and buyer's address, telephone/fax, company registration number and/ or VAT number.
- Delivery address and invoice address.
- Buyer's reference and/or project identity.
- Detailed specification of the items ordered. These include type, amount, dimensions, wood type, veneer direction, surface finish and any special details and accessories.
- Reference to specific tender and/or price list.
- Details concerning desired date of delivery.

Orders will be confirmed in writing and an order confirmation will contain details concerning prices and confirmed date of delivery from the factory. Any objections or remarks concerning details of an order confirmation must be communicated to Gustafs at the latest within three days after the date of such order confirmation. The above is always subject to Gustafs receiving a buyer's order at least six weeks prior to the date of delivery.

3. Responsibility for order specification

Gustafs manufacture and deliver goods from buyer's specifications. The buyer is therefore responsible for that the order specifications comply with the specific requirements and conditions at the building site. Changes to the original order may only be made under the condition that they are presented in writing and that purchasing of material or production has not yet started. Any changes to the original order specification may push forward date of delivery.

4. Transport and point of delivery

Gustafs' confirmed date of delivery pertains to delivery from the factory. The buyer shall duly and timely communicate any potential obstruction of transport or acceptance at site of goods well in advance of the delivery date. Should a buyer fail to observe this condition, the buyer shall bear all costs and expenses incurred as a consequence of this failure.

Unless otherwise agreed in writing, the buyer is responsible for the transport of the goods as per the terms of delivery. After delivery, the buyer is responsible for the goods.

5. Responsibility for late delivery

Should Gustafs or the buyer judge that they might be late in delivering or receiving the goods, it shall inform the other party as soon as practicable and thereby state a new date for delivery or receipt of the goods. If a party fails to deliver or take delivery of the goods at the confirmed delivery time, the other party is entitled to compensatory reimbursement amounting to 2% of the purchase price of the delayed goods for every full week the delivery or receipt of goods is delayed, provided that such party has no responsibility for the delay. Such reimbursement should be considered full compensation for the delay, should in no event exceed 10% of the total purchase price of the delayed goods and should be subject to the general limitations set out in Section 8.

6. Recipient inspection

A delivery note is included with all deliveries of goods. When the buyer receives the goods it should check that the delivery note corresponds to the delivered goods. A careful inspection of the goods should be carried out whereby any visible damage should be noted. Any damage resulting from transportation should be reported on the appropriate shipping papers, and immediately reported to the haulage company. When the goods are subsequently removed from their packaging and prior to assembly, a further inspection should be carried out and any discrepancies noted.

7. Defective or damaged goods

Any defective or damaged goods that are noted or should have been noted at the date of delivery (in accordance with Section 6) shall be reported to Gustafs without delay and in no event later than one week from delivery. In no event shall any defect or damaged goods be mounted at the building site.

In any other situation, the defective or damaged goods shall be reported within eight days of delivery or from when the buyer becomes informed or should have been informed of the damages or defects.

Any report on defects or damages should include the current order number, type of defects or damages, number of defective or damaged goods and a proposed course of action with estimated costs. The buyer may not claim reimbursement for any costs, expenses or damages incurred due to defects or damages on goods delivered by Gustafs, unless Gustafs have agreed upon such reimbursement in advance in writing.

8. Gustafs' responsibility for defective goods and limitations of liability

Provided that the buyer files a claim in accordance with Section 7 and provided that the defect subject to such a claim is established as a manufacturing defect, Gustafs' shall replace any defective goods being subject to such a claim or, as per Gustafs' election, by other means remedy the defect. Gustafs only accepts responsibility for defects that have been claimed within ten years from delivery and in accordance with the above.

Gustafs cannot be held liable for damages or defects that result from storage, handling or assembly of the goods that are not compliant with Gustafs' technical specifications or instructions, or from incidents of an accidental nature or other conditions not relating to Gustafs. Natural variations and time related changes in the material, such as changes in colour of a veneer, are not considered manufacturing defects. Gustafs accepts no liability for indirect, incidental or consequential damages, or for other damages relating to actions by others outside the control of Gustafs in relation to defective goods or late delivery. Gustafs can accordingly for example not be held liable for monetary penalties, costs for mounting or demounting or loss of profit, loss of use or loss of revenues. If the goods have been mounted or otherwise taken into use, Gustafs responsibility is limited to delivering new goods as a replacement for the defective goods. Gustafs liability in case of late delivery is limited to reimbursements in accordance with Section 5.

9. Insurance

Following delivery, the buyer accepts responsibility for the goods and the buyer shall ensure that the goods are covered by a valid insurance thereafter, including during transport.

10. Breach of contract threat

Should reasonable doubt arise concerning a party's intention to fulfil material and crucial aspects of the purchase contract, the other party may cancel or delay its completion of its contractual commitment and request the other party to put up appropriate security for its due fulfilment of the contract.

A party may cancel the purchase contract should the other party be threatened with liquidation or bankruptcy and therefore unable to fulfil its commitments of the contract.

11. Price and VAT

The buyer commits to pay applicable VAT as required by law. VAT is not included in the offered price. Prices agreed may be changed in case of actions taken by authorities, provided these changes were not foreseeable and materially affect the purchase price.

12. Payment

Invoices shall be paid in accordance with the terms of payment. Overdue invoices shall be charged with the penalty interest as stated on the invoice. Any goods delivered shall remain the property of Gustafs until the buyer has paid all sums due to Gustafs, whether under one or several orders.

13. Force majeure

Gustafs or the buyer has the right to postpone the date of delivery if the delivery is adversely affected by conditions beyond the party's reasonable control, including labour conflicts, acts of war, new legislation or decision by authorities. The party delaying date of delivery with reference to such condition shall immediately notify the other party.

If delivery cannot be completed within reasonable time following a notification as per the above, the contract may be cancelled in part or completely depending on the extent of the delay. Any compensatory reimbursement due to a delay as referred to in Section 5 is subject to that the delay was not caused by conditions beyond the party's control.

14. Order cancellation

The buyer may not cancel goods ordered.

15. Guarantee

Subject to Section 8, Gustafs accepts responsibility for manufacturing defects in goods, which become apparent within two years of delivery.

16. Disputes

This contract shall be governed by and construed in accordance with the laws of Sweden and the parties hereby submit to the exclusive jurisdiction of the Swedish courts.

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