



GENERAL CONDITIONS FOR THE SALE AND DELIVERY OF PRODUCTS
FROM GEZE SCANDINAVIA AB

Sales and delivery conditions

General terms for the sale and delivery of products from GEZE Scandinavia AB

§ 1 SCOPE OF APPLICATION

The below terms apply on sale, delivery and installation of products from GEZE Scandinavia AB (GEZE) unless otherwise agreed in writing.

§ 2 SPECIFIC DEFINITIONS

"Agreement" means the agreement regarding purchase of Products, which has been entered into by GEZE and the CUSTOMER.

"Product" or "Products" mean all by GEZE at any time for sale provided products.

"Technical Documentation" means any kind of technical information, drawings, pictures and other material, which GEZE transfers to or makes available for CUSTOMER, irrespective of whether the material has been transferred in physical, electronic or other form.

"End customer" means those who use the Product.

§ 3 OFFER

Unless otherwise has been agreed upon in writing, an offer is valid 30 days from the date when the offer was created.

§ 4 INFORMATION AND TECHNICAL DOCUMENTATION

All information and instructions about weight, dimensions, capacity, prices or technical values, and other data in GEZE's marketing material, including catalogues, brochures, leaflets, advertisements, pictorial material and price lists etc., which are handed over to CUSTOMER are only estimates and shall not be considered as any guarantees or exact information. Technical Documentation may not, without written consent from GEZE, be used for anything else than for the purpose of the access of the Technical Documentation for CUSTOMER and may not, without the written consent of GEZE be copied, reproduced, handed over or otherwise be transferred to a third party.

§ 5 CONSTRUCTION CHANGES

GEZE reserves the right to, without prior notice to CUSTOMER, make such changes in construction, choice of material, performance etc., which GEZE finds necessary. GEZE is however obliged to ensure that the changes do not cause any deterioration of the Products' quality, capacity and essential use properties. Implemented changes do not entitle CUSTOMER to any form of compensation.

§ 6 TRANSPORT COSTS AND PASSING OF RISK

Sale is made from factory or point of sale, unless other delivery conditions have been agreed upon in writing between the parties. CUSTOMER shall bear all costs and

risks connected to transport of Products from GEZE's factory respective point of sale. The transport shall be insured by CUSTOMER. This section 6 is applicable also if delivery is made from GEZE's subcontractor whereby the subcontractor's point of sale shall apply instead of GEZE's factory or point of sale. Irrespective of agreed delivery conditions, GEZE has the right to charge CUSTOMER for freight costs.

§ 7 PRICES, INVOICING AND PAYMENT

Price lists show gross price per item without VAT, unless otherwise stated. Price lists are subject to possible typographical errors. GEZE reserves the right to change the prices. GEZE has the right to adjust prices in offers and price lists if the exchange rate, which the prices are based on when they are decided on 1 January annually, change during the current calendar year. GEZE invoices, where applicable, 80 per cent of the exchange adjustment (EUR – SEK) after delivery of the Products. Invoicing is made when the Product is delivered and installation is invoiced when it is completed. Invoice is due within 30 days from invoice date unless otherwise agreed in writing between the parties. Payment shall be made to account indicated by GEZE. If CUSTOMER does not pay in time, GEZE is entitled to interest for late payment from the due date until payment is made in accordance with the Interest Act (Sw. räntelagen).

§ 8 RESERVATION OF TITLE

Sold Products including accessories remain GEZE's property until full payment has been made.

§ 9 DELAY

GEZE shall after receipt of order state the estimated time of delivery. If GEZE finds that the stated time of delivery will not be upheld, GEZE shall give CUSTOMER written notice with information on new expected time of delivery. In such a situation, CUSTOMER has no right to claim that there is delay in delivery.

GEZE undertakes no liability for CUSTOMER'S direct or indirect losses due to delay, except where the delay is caused by gross negligence on GEZE's side. Furthermore, GEZE's liability due to delay will not, under any circumstances, exceed the purchase price of the Product to which the delay relates. If the delay is essential, CUSTOMER is however entitled to cancel the purchase.

§ 10 RETURN OF PRODUCTS

Products will only be taken back after written agreement between CUSTOMER and GEZE. In case of agreed return, GEZE is entitled to invoice CUSTOMER an amount of 20 per cent of the Product's price.

§ 11 COMPLAINTS, DEFECTS AND LIMITATION IN LIABILITY

CUSTOMER is obliged to promptly, at the end customer, remedy defects when performing repair or maintenance service. Between the parties, CUSTOMER is liable for damages, which CUSTOMER has caused end customer in case of CUSTOMER's negligence.

CUSTOMER may not claim that the Product is defect, if the CUSTOMER has not, within ten (10) days after that the CUSTOMER noted or ought to have noted the defect, notified GEZE about the defect (complaint).

If CUSTOMER does not notify within two (2) years from CUSTOMER's receipt of the product, the CUSTOMER loses the right to invoke the defect. Complaint shall be made in writing by filling in GEZE's complaint form and possible faulty components shall, after written request, be sent to GEZE for inspection whereby CUSTOMER shall pay the transportation cost.

GEZE undertakes, during a period of 24 months after delivery, within reasonable time, to deliver substitutable products or repair on its choice, if CUSTOMER shows that the Products are defect and notifies within the above specified time. If CUSTOMER, in whole or partly, repairs the Product itself, GEZE has no commitments or obligations towards CUSTOMER and CUSTOMER loses the right to complain. As concerns new parts, which are added in connection with repair made by GEZE, the time for complaints elapses at the same time as the time for complaints for the Product according to this section 11.

GEZE's obligations do not include situations where the defect is the result of the Products not being installed, professionally maintained or used fully in accordance with GEZE's written instructions, changes or technical measures taken without the written consent of GEZE, or extraordinary circumstances such as, but not limited to, climate impact etc.

If repair or delivery of substitute products is not made within reasonable time after notification, CUSTOMER may claim a price reduction. CUSTOMER is prevented from invoking other remedies.

GEZE undertakes no liability for indirect damages or consequential damages, including, but not limited to, stoppage and loss of profit. Furthermore, GEZE's liability will not, under any circumstances, exceed the purchase price for the Product, which is defect.

§ 12 BREACH OF CONTRACT

Both parties have the right to cancel the Agreement with immediate effect and demand compensation

in case of gross or repeated breaches of the terms of this agreement from the other party. If a party claims a breach of contract, that party shall notify the other party in writing at the latest within ten (10) days after that the first party became aware of the circumstance which constitutes the breach of contract and – at the first time when the breach can be remedied – offer the party in breach maximum ten (10) days to remedy the error. If that party, despite of the above mentioned procedure, fails to remedy the error, the other party has the right to cancel the Agreement without further notice.

A party is also entitled to immediately cancel the Agreement if the other party (i) suspends payments or submits an application of corporate reconstruction alternatively is declared bankrupt or (ii) breaches the confidentiality obligation according to section 14.

§ 13 FREEDOM FROM LIABILITY – FORCE MAJEURE

The following circumstances result in freedom from liability for the parties if such circumstances prevent the fulfilment of the Agreement or makes fulfilment unreasonably burdensome: labour disputes, strikes, lockouts or other circumstances which are outside of the control of the parties, including, but not limited to, fire, war, mobilization or unprecedented conscription, public fees, seizure, currency restrictions, riots and disturbances, disruption in transport means, disruption in transfer of current, water and other sources of supply, general shortage of materials, larger redundancy, and error or delay of delivery from subcontractor. The party who refers to freedom from liability due to force majeure, shall without delay, notify the other party in writing about the occurrence and the expiry of the event. Both parties have the right, after written notice, to cancel the Agreement if any of the above mentioned circumstances makes the fulfilment of the Agreement impossible.

§ 14 CONFIDENTIALITY

Both parties commit themselves to, during the term of the agreement and one (1) year thereafter, observe unconditional confidentiality regarding all agreements between the parties and other commercial and/or technical circumstances that one of the parties brought to the other party's attention in connection with the cooperation and, which is not immediately publically available or, which by their nature shall be treated confidential. Breach of confidentiality results in liability for compensation.

§ 15 LICENCE

CUSTOMER is liable for obtaining the necessary licences for delivery of the Products and pays the costs therefor.

§ 16 MISCELLANEOUS

CUSTOMER is obliged to properly provide instructions about the characteristics of the delivered Products on the downstream market, unless it can be rightly assumed that such characteristics are generally known and otherwise furnish packages, instruction books etc. with the necessary descriptions and warning texts.

§ 17 CHOICE OF LAW AND COMPETENT COURT

The Agreement is governed by Swedish law and possible disputes in connection with this Agreement shall be settled by a district court where GEZE has its registered office.

Connecting expertise – building solutions.

