

# Terms and conditions of sale and delivery

## 1. General terms

The terms mentioned, together with *General conditions for the purchase of goods intended for commercial construction activities* (ABM 07) below involve all quotes, orders and similar unless they are deviated from by written agreement between Hydratec Scandinavia AB (henceforth Hydratec) and the other part of the agreement (henceforth the Customer).

## 2. Quotes and orders

Written quotes are valid for 14 days unless otherwise stated in the quote and they are valid from the date of the specific quote. Delivery times are calculated from the date of the order confirmation. If an offer is not accepted, reservations are made for intermediate sales, changes in exchange rates, tax changes etc. Depending on order status, the Customer can only make changes to an order concerning goods from Hydratecs standard assortment. If the order contains customised items, the Customer cannot make changes in relation to the customised items on an already submitted order. When making changes, additions or other extra services to an order the delivery time can be altered. Return of goods is not accepted unless agreed upon the conditions stated in part 10.

## 3. Technical information

Information about technical data listed in catalogues, brochures, advertisements, price lists, web pages and similar are guidance only. Technical information is binding only if specifically stated in written agreements.

## 4. Prices

All information about prices listed in catalogues, brochures, advertisements, price lists, web pages and similar are indicative, and with reservations at all times for external price adjustments. Price information is only binding if specifically stated in written agreements. All prices are excl. VAT and other public taxes. Current prices are stated in the offer and can be changed until acceptance. Unless otherwise agreed in writing, prices are ex works ( place of business).

## 5. Payment

Payment must be made pursuant to the terms of the payment stated on the invoice or in accordance with another written agreement.

If the invoiced amount is not paid in due time, default interest is calculated from the due date by 10% for each month. If the due amount is not paid in good time, the remaining purchase amount will be due for all delivered items for immediate payment. In these cases, Hydratec is entitled to discontinue any further delivery, irrespective of whether these are contractually agreed.

Furthermore, Hydratec is entitled to not resume the discontinued deliveries, until the Customer has paid the full invoiced amount and have either paid or provided due security for the remaining purchase price.

## 6. Retention of title

Delivered goods remain Hydratec's property to the extent permitted by Swedish law until payment is made.

## 7. Delivery

All orders are delivered ex works (Hydratec's place of business), unless otherwise agreed. Therefore, if it is agreed that Hydratec is to bring the goods to the agreed place of delivery, the Customer shall provide the unloading of the goods at the place of delivery. The risk of the goods passes to the Customer when it is announced that unloading can take place, or if Hydratec cf. below, unload or alternatively carries the goods back again. If the Customer is not represented at the agreed time of delivery, the goods can be unloaded at the Customer's expense, as Hydratec's delivery note is considered documentation for timely delivery of the correct quantity and, possibly, expenses for waiting and unloading due to Customer matters are paid by the Customer.

Hydratec may also choose to carry the item back again, with all costs incurred by the Customer, including storage costs. The delivery date given by Hydratec is subjected to delay, Force Majeure or other unforeseen delivery preventions or difficulties, including delays beyond Hydratec's control, which may delay or hinder the manufacturing and delivery of the item.

## 8. Liability for defects

If the Customer finds any defects, Hydratec is entitled to rectify in the form of repair or replacement of the Customer's choice, if the defects in the delivery are due to defects in construction, material or manufacturing. Hydratec disclaim any liability for damages in respect of any loss in terms of the Customer's related costs, as well as operating losses, loss of time, loss of profits or other indirect loss which may result to the Customer or third party. Hydratec's liability for damages can only amount to the defective item invoiced.

Hydratec's liability for damages in deliveries expires 5 years after delivery of the construction in which the delivery is made, but no later than 6 years after delivery to the buyer. In such cases, Hydratec can only be held liable for defects with the foregoing restrictions and to the extent that Hydratec's delivery was inadequate, and only to the extent that it follows from Hydratec's own contractual relationship with the Customer.

## 9. Digital responsibility

Attention is drawn to that download and use available software and/or BIM-models on Hydratec.se are at the users own responsibility. It is also on the users own responsibility to control the input values, drawings and verification of the feasibility based on current standards and approvals.

Hydratec does not take the responsibility for any errors connected to the use of or results derived from the software/BIM-models. Furthermore, Hydratec disclaim all responsibility in connection to misuse and improper use of the available digital assortment.

The use of the available software and/or BIM-models happens without any explicit or unspoken guarantee from Hydratec on the accuracy or completeness of these.

If you find any errors or have any questions to the software/BIM-models you are more than welcome to contact our Technical Department on +46 10 585 21 00.

## 10. Return

The return of goods can only take place after prior agreement with Hydratec.

Items that are still in our standard assortment and are in un-opened packaging can be returned with the invoice number being stated.

Return, hereunder shipment/transport of goods are on the Customers own account and risk as long as Hydratec has not delivered the wrong product.

Crediting will take place upon the receipt of the goods -20 % of the sales price.

If the goods are returned without prior agreement with Hydratec the goods will be returned to the Customer at the Customer's own account and risk.

The following goods are exempt from the right of return:

- Goods that are used or damaged while in the Customers' possession
- Goods that cannot be documented as stored correctly while in the Customers' possession
- Goods that are manufactured after specifications from the Customer or have been clearly personalised
- Goods that have an expiration date or similar properties
- Goods that are not suitable for return due to health protection or work environment reasons
- Goods that are not a part of our standard assortment.

## 11. Claims

The Customer is obliged to receive and pay goods as agreed, regardless of any claim. The Customer is not hereby prevented from making his/her objections and claims. Any claim from the Customer about quality, durability, dimensions, or quantity must be submitted in writing to Hydratec. Hydratec must promptly acknowledge the receipt of the claim and at the same time declare the request for inspection.

It is the responsibility of the Customer to check if the item is in accordance with the purchased. For submission of claims, the following terms and conditions apply:

- For dimensions and quantity: without delay at the time of delivery.
- For items with an expiration date or similar item qualities: without delay at the time of delivery.
- For quality: within 8 days from the date of delivery.

- For packaged goods, the claims period is 8 days from the date on which the original packaging is broken. However, the claim must be made within 60 days of receipt.
- For hidden defects: without delay after these have been found or should be noted, but a maximum of 9 months from the date of receipt. The advertised quantity must always be kept intact and packaging - if possible - is to be kept.

All items under claim must be kept for 10 days, within such time inspection must be made by Hydratec. If the claim is not settled, the goods must be stored for a further 10 days for the decision of the claim. If the consignment or part thereof is used within the stated deadlines, the right of claim will become void. Continued use after a defect in the product has been found can never provide grounds for claims against Hydratec. If hidden errors are detected after the product is installed in a building, the deadline for the complaint will be extended in accordance with the Building Delivery Clause (see under Liability).

## 12. Extent of claim

The Customer's right to objections of defects, inter alia, provide for remediation or replacement, is conditional on more than 5% of the invoiced party per quality after a defect assessment does not meet the product's standards regarding quality and tolerances. If the above condition is met, the claim must be accepted as justification for the defective part, while the remaining part of the lot must be accepted by the Customer. If a statement shows that less than 5% of the invoiced lot per quality of a defect assessment does not meet the production standards regarding quality and tolerances, the Customer cannot assert a claim against Hydratec nor can it make a claim for remediation or replacement. The foregoing rules in section 10 cannot limit responsibility for hidden errors.

## 13. Inspection

Inspection must be made of all goods. However, the Customer and Hydratec may agree that the inspection for practical reasons is on a reduced basis, however, with a minimum of 20% of the product being inspected. These must be taken representative of the total number of goods delivered. Items that turn out to contain hidden defects that become visible during or after processing must be marked so that the inspection can be done as easily as possible. It is the responsibility of the Customer to prove that these goods have been carefully processed / handled in accordance with Hydratecs instructions and that they have not been exposed to conditions beyond product limitations.

## 14. Trade propriety

If the product is resold and / or put into production, Hydratec is entitled to refuse any complaint regarding quality and measurement or other obvious defects that should have been found during normal inspection. If the product is in original packaging, the provisions of the previous section do not apply, but only the provisions relating to Claims.

## 15. Product liability

Does a delivery from Hydratec cause personal injury, Hydratec is responsible for personal injury on condition that it is documented that the damage was caused by a defect in Hydratecs product or liability or omissions committed by Hydratec is not liable for real and personal property and derivative loss, operating loss, loss of time, profits or other indirect losses, unless Hydratecs liability is subject to indispensable rules. To the extent that Hydratec is to be held liable to third parties, the Customer is obligated to indemnify Hydratec insofar as such liability exceeds the limits set forth above. The Customer is liable to be sued in the same court which is processing the claim against Hydratec for damage allegedly caused by an error in one of Hydratecs deliveries.

## 16. Jurisdiction and law

All disputes relating to agreements or contracts are governed by Swedish law and are governed by the jurisdiction of Hydratec where it is not otherwise determined by this provision or by written agreement.