

Axelent Safe-X

General Conditions incl. installation

Applies from 1 May 2019 until further notice

General Conditions upon assembly in accordance with **NLS 10** and **NLS 10 E** with supplements as below.

1. NLS 10 E applies to deliveries outside Denmark, Finland, Norway and Sweden.

2. DELIVERY (supplement to **NLS 10** Item 5)

Terms of Delivery **DAP** in accordance with **INCOTERMS 2010**. Place of destination is found on the tender/order confirmation/contract.

3. DELIVERY TIME (supplement to **NLS 10** Item 6)

The Seller's order confirmation shows the week and day when the delivery leaves the warehouse.

3.1 The possibility to extend the delivery time exists for the buyer. If the order is packed, a compensation of 20 €/ pallet per week is claimed. If the order isn't packed, an extension can be made without having to pay compensation if the order refers to standard products in standard colour. If the extension refers to an order with customized products, the compensation of 20 €/ pallet per week is claimed. Compensation starts being claimed from 5 work days after the order confirmation and will then be counted continuously per week commenced.

4. LIABILITY FOR DEFECTS (supplement to **NLS 10** Items 13 and 14)

4.1 The Seller is only liable for defects that show within two (2) years from the day the goods were delivered.

4.2 Claims for transportation damage must be made in writing within fourteen (14) days of the product reaching the Buyer.

Over and above this the Seller has no liability for damage. The written claim shall have attached a copy of the consignment note where the damage, and if possible a photo of the damage, is specified.

4.3 Notice of defect must be made in writing without unreasonable delay from the day the defect is discovered. It should contain the Seller's order number, the item number and a description of the defect. Before returning damaged or defective goods, the Buyer shall have obtained the Seller's acceptance of the claim. The Seller's return note is attached to the return delivery.

5. DISPUTES, APPLICABLE LAW (amendment of **NLS 10** Item 20)

Disputes arising out of or connected with this Agreement shall not be brought before a court but settled in accordance with the Rules for Expedited Arbitrations of the Stockholm Chamber of Commerce Arbitration Institute. Arbitration proceedings shall take place in Stockholm. English will be the language used in the arbitration proceedings.

6. CHANGING A PACKED ORDER

For changing a packed order the Buyer is debited SEK 300 for a pallet or a box.

7. ASSEMBLY

The Buyer will provide the Seller with basic data (sketches or drawings) and other information that enables the Seller to deliver and assemble the ordered product.

The Buyer will provide a contact person and ensure that the assembly work is carried out under applicable workplace laws and regulations.

Any preparatory work must be completed before the Seller's staff arrive at the assembly site.

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Foundations and other bedding must be ready to carry the load in question. The area around the assembly point must be cleaned and cleared of any objects. If not then the cost will be debited, see Item 7.3.

The Buyer shall ensure that excess packaging and metal off-cuts are sent for recycling.

The Buyer will provide a safe and secure storage area for the product that is to be assembled.

7.1 Internal transportation and assembly aids

Unless otherwise agreed, the Buyer shall, without remuneration, provide the Seller's staff with the necessary lifts, hoists and equipment for internal transportation and assembly. The Seller's staff are responsible for the internal transportation of material where there are lifts or other aids available.

7.2 Modifications and supplementary or added work

The hourly cost per assembler is SEK 490. The Buyer may not, without the prior approval of the supplier's contact person, order assembly staff to carry out any modifications, supplementary, or added work.

7.3 Inspection

On completion, the Seller will give the Buyer an inspection form to enable them to carry out an inspection of the assembly work.

The Buyer will inform the Seller of any discrepancies within 72 hours.

Any feedback after this time has lapsed will be regarded as a new assembly order. Approved assembly is equal to completed delivery.

7.4 Cancellation and rebooking of assembly work

A charge of SEK 10,000 will be debited for cancellations and rebooking of assembly work later than five working days prior to the commencement date.

8. REPOSSESSION OF MATERIAL

The return of excess material, or wrongly ordered undamaged material, is only permitted for standard products in standard colours, and must be done using the original packaging. Returns are only approved if accompanied by a return note from the Seller. The Seller will assess as to whether any credit is payable. When all the conditions are fulfilled, the Seller will credit the Buyer at 70 per cent of the product's market value, not including shipping costs.