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PASSION FOR FOOD

General Terms of Sales

Application

1. These general terms of delivery shall apply unless otherwise expressly agreed in writing between the parties.
2. The term "Seller" shall hereinafter refer to the Supplier. The term "Buyer" shall refer to a sole trader, person, or company with which an agreement has been reached for the sale of the Supplier's products, or to which an offer is directed. The term "Product" means the product agreed for sale.

Commencement of agreement

3. The parties' commitment to individual deliveries arises when the Buyer has placed an order. Any terms in the order, or in any other document prepared by the Buyer, that contravene these provisions shall not be binding for the Seller unless agreed in writing between the parties. Failure by the Seller to object to such a condition shall not be deemed as acceptance of an amendment, in whole or in part, to these general purchasing provisions.

Product quality

4. Deliveries apply to the standard quality of the ordered Product supplied by the Seller, in accordance with the more detailed specifications given in the product data sheets provided by the Seller for the applicable quality level. Any product information other than specified in these product data sheets is only provided for guidance and is not binding on the Seller unless a written agreement to this effect has been reached between the parties.

Successive deliveries

5. Where the agreement relates to successive deliveries, each delivery shall be regarded as an independent sale. The Buyer is not entitled to cancel the agreement for other deliveries on the grounds of delay, defect or lack of partial delivery.

Prices, discounts and payment

6. The price of the Product is as specified in the Seller's price list at the time of commencement of the agreement unless otherwise agreed in writing between the parties.
7. The price of the Product is based on raw material prices at the commencement of the agreement. If there is a significant change in the prices of raw materials in relation to those in effect at the commencement of the agreement the Seller is entitled to adjust the prices at the start of the next calendar month. A significant change refers here to a change more than two (2) percent.
8. Unless otherwise agreed, an administration fee of SEK 800 applies to all orders of less than 3 tonnes or 4 pallets will be added to the actual freight costs.
Resacking from wooden pallets to plastic pallets are subject to a charge of SEK 500 per pallet.
Weekend or holiday deliveries requested urgently by the customer are invoiced double of the actual freight costs.
9. Unless otherwise agreed, payment must be made no later than ten (10) days after the invoice date.
10. The Seller is entitled to request sufficient security before delivery for payment of the

delivery in question and for any previously delivered but unpaid deliveries.

11. In the event of payment after the due date, the Seller is entitled to default interest at the rate of 1.50% per month from the due date until payment is made. Payment is considered to have taken place when the payment has reached the Seller. Accrued default interest is invoiced monthly. If for any reason the default interest is not charged for any deliveries, this does not prevent the Seller from charging such interest for subsequent deliveries.

Deliveries

12. Delivery clauses regarding deliveries shall be interpreted in accordance with the INCOTERMS in force at the commencement of the agreement. If no delivery clause has been agreed, deliveries shall be FCA (Free Carrier) from the Seller's warehouse (Incoterms 2020). If the term "free" is used in connection with deliveries from the Seller, it shall be considered to mean DAP (Delivered At Place) to the Buyer's warehouse (Incoterms 2020).

13. The Seller has the right at its own discretion to decide from which facility the ordered consignment shall be delivered. Delivery to recipients takes place Monday to Friday 07:00–17:00 unless otherwise agreed.

14. If the Seller finds that it cannot meet the agreed delivery time, the Seller shall, without delay, notify the Buyer of this fact and the expected time of delivery.

15. If delayed delivery is due to transport delays outside the Seller's control, or any circumstances specified in clause 21, or due to any act or failure on the part of the Buyer, the delivery time shall be extended by the time considered reasonable in view of all relevant circumstances. This applies regardless of whether the reason for the delay occurs before or after the agreed delivery time has elapsed.

16. If the Buyer fails to receive the Product by the specified time, the Buyer is still obliged to make each payment that would arise if the Product in question had been delivered. If the Buyer for whatever reason fails to receive the Product by the specified time, the Seller may notify the Buyer in writing of rescindment of the agreement for such parts of the Product that were not received as a result of the Buyer's failure; and receive compensation from the Buyer for damage caused by the Buyer's failure.

17. In the event of delay, the Seller's liability is limited to direct damages (as defined in clause 18 below), which shall in no case exceed the invoice value of the delayed delivery.

Defective or deficient Products

18. If the delivered Product is defective or deficient, it shall in accordance with the provisions of this clause and clauses 17–19, be replaced with defect-free Product or the deficiency shall be rectified. If the defective Product is not replaced or the deficiency is not rectified within a reasonable time, the Buyer is entitled to a price reduction corresponding to the difference between the value of the Product in its defective condition and as specified in the agreement. The Seller's liability for defects or deficiencies is limited as stated in this clause.

The Seller's liability is thus limited to direct damages and the Seller shall in no way be liable for indirect damages such as loss of production, loss of profit or other direct or indirect damage, loss or cost caused to the Buyer, its customers or other third parties.

19. If the Seller's goods cause damage to persons or property (product damage) belonging to the Buyer or third parties, the Seller's liability is limited to such damages and losses and to such amounts as covered by the Seller's liability insurance. The Seller shall not have any liability whatsoever for damage or loss incurred beyond what may be payable under this insurance.

20. The Seller is only liable for defects that appear within a period of six (6) months from the time the goods are delivered to the Buyer, provided that the Buyer has stored and used the product in accordance with the Seller's instructions.

21. The Seller's liability only applies to defects that arise under the conditions stipulated in the agreement and if the Product is correctly used and processed. The Seller's liability does not include defects caused by circumstances that arise after risk for the Product has passed to the Buyer, or losses that the Buyer could have limited by taking reasonable measures to limit the loss.

22. The Buyer shall, as soon as possible after receipt of the Product, check that the Product complies with the terms of the agreement. The Buyer shall, no later than 24 hours after receipt of the Product, notify the Seller of any defect or deficiency that is noticed or ought to have been noticed by the Buyer during such arrival inspection. If the Buyer fails to fulfil its obligations under this clause, the Buyer forfeits the applicable right regarding defects or deficiencies.

Exemption from liability

23. The following circumstances shall be deemed to be grounds for exemption if they prevent the parties from meeting their respective obligations under this agreement, or make performance unreasonably burdensome, as well as any circumstance that could not reasonably be within the parties' control, including: pandemics, fire, drought, flash flood, extreme cold, landslide, river flood, war, mobilization or military conscription on a similar scale, requisitioning, seizure, currency restrictions, civil unrest and riot, lack of raw materials, general scarcity, lack of means of transportation and labour disputes, including strikes. The above circumstances only constitute grounds for exemption if their effects on the performance of the agreement could not have been foreseen when the agreement commenced. It is the responsibility of the party wishing to invoke grounds for exemption to notify the other party in writing without undue delay when such circumstances arise and when they have ended.

Governing law and disputes

24. This agreement shall be governed and interpreted in accordance with Swedish law.
25. Any disputes concerning this agreement, or legal matters arising from the agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.



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