

GENERAL TERMS AND CONDITIONS OF DELIVERY – NEVOTEX AB

for deliveries of upholstery materials and other products included in Nevotex AB's valid product range at any time.
(vers. 2018-1)

1. Delivery terms

- 1.1. Unless otherwise agreed in writing, the delivery term Ex Works Nässjö (Incoterms 2010) applies. The buyer is responsible for shipping costs.
- 1.2. Back orders for products kept in stock with an order value exceeding SEK 200 are delivered free of charge.

2. Excess and short delivery

- 2.1. For upholstery materials supplied in full packs and for leather supplied per square metre, the delivery may deviate $\pm 10\%$ from the quantity specified in the agreement.

3. Product information

- 3.1. Nevotex quotes and order confirmations respectively incorporate all agreements reached regarding the scope and nature of the delivery. Additions and amendments must be agreed in writing in order to take effect.

4. Time of delivery. Delay

- 4.1. Should Nevotex find that it is unable to deliver on time or a delay on its part appears probable, it must promptly inform the buyer, in writing, of this and, if possible, of the time when the delivery is expected to take place.

5. Payment

- 5.1. Unless otherwise agreed, payment must be made 30 days after the products have been delivered and the invoice sent out.
- 5.2. If the buyer does not receive the products on the date stipulated, payment must still be made as if delivery took place as specified in the agreement.
- 5.3. If the buyer does not pay on time, Nevotex is entitled to charge penalty interest from the due date at the interest rate applicable in the Swedish Interest Act.
- 5.4. If the buyer does not pay after repeated requests to do so, the case will be referred to a debt collection agency.

6. Liability for defects

- 6.1. Nevotex undertakes to deliver new products as replacement for products that are defective due to material defects or production defects in relation to what is stated in the product specification or any

samples provided. Nevotex does not undertake to reimburse the labour costs of re-upholstery or other costs related to the complaint.

- 6.2. Some inconsistency in the colour of textile materials, leather and imitation leather may occur between different dye baths, production batches, etc., which means that the fabric sample provided may differ from the ordered material; such colour changes cannot be claimed as defects.
- 6.3. Nevotex's liability does not cover defects caused by circumstances that occurred after the transfer of risk for the product to the buyer. It does not, for instance, cover defects resulting from improper assembly or improper use of the product by the buyer, cleaning contrary to maintenance instructions or other improper handling by the buyer. Nor does it cover normal wear or deterioration. Light materials can become discoloured through abrasion, e.g. due to the clothes worn by users.
- 6.4. When the product is handed over to the buyer, the buyer must check it against the delivery note and also check the product for any visible defects. When the product is unpacked or otherwise before the product is used or assembled, the acceptance test must be completed with the appropriate level of care for the purchase and the nature of the product. Textile materials, leather or imitation leather that are cut to order cannot be returned.
- 6.5. The buyer may not claim that the product is faulty if the buyer does not notify Nevotex in writing of the fault (complaint) within the time limits specified below.

Any defect that has been identified or should have been identified when the product was handed over to the buyer must be the subject of a complaint within one week of this and before the product is assembled. In addition, if the defect is presumed to have occurred during transport and the product is acknowledged on a special consignment note, the defect must be immediately reported to the carrier. The defect must otherwise be the subject of a complaint within a reasonable time of the defect being identified or when it should have been identified or otherwise been brought to the buyer's attention through a complaint from another party.
- 6.6. The complaint must contain a reference to the order number and a description of the defect accompanied by images showing the alleged defect.
- 6.7. If the buyer does not make a complaint in the manner and within the time specified above, the buyer loses the right to put in a claim because of the defect. Where the buyer makes a complaint and there proves to be

no fault that Nevotex is responsible for, Nevotex is entitled to compensation for the work and costs that it incurred as a result of the complaint.

- 6.8. Nevotex's liability only covers defects that appear within one year of the date on which the products were delivered.

7. Limitation of liability

- 7.1. Except as provided in paragraphs 4 and 6, Nevotex bears no liability for defects or for any failure to provide a replacement delivery or for a delayed product. This applies to any loss the defect, failure or delay may cause, such as production loss, loss of profits and other financial consequential loss. However, this limitation of Nevotex's liability will not apply if Nevotex is found guilty of gross negligence.

8. Returns

- 8.1. Where defect-free products are returned within 30 days of delivery, Nevotex reserves the right to deduct up to 30% from the invoiced amount when crediting the return. Nevotex needs to be contacted and a return order number needs to be received before shipment. The buyer is responsible for shipping such returns. Returns of specially ordered products will not be accepted.

9. Force majeure

- 9.1. Nevotex is exempt from penalty for any failure to perform certain obligations under the parties' agreement, if this failure is based on an event of the kind specified below ("force majeure event") and this event prevents, hinders or delays the performance thereof and also the effect of the force majeure event on the performance of the agreement could not be foreseen at the time the agreement was concluded.

- 9.2. Examples of a force majeure event include war, mobilisation or military call-up of equivalent scope, requisition, seizure, trade and currency restrictions, official act or failure to act, new or amended legislation, labour market conflict, blockade, fire, flooding, shortage of means of transport, products or energy or a major accident, as well as faulty or delayed delivery from a subcontractor caused by such force majeure event.

10. Disputes. Applicable law

- 10.1. Disputes arising from the parties' agreement are to be finally settled by arbitration in accordance with the Expedited Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. However, each party has the right to bring an action for the payment of uncontested claims before a general court.
- 10.2. This agreement is subject to Swedish law.