

**EXPOLINC GENERAL CONDITIONS 2011:1**  
for the  
**SUPPLY OF PORTABLE DISPLAYS**  
Bromma 2012

**PREAMBLE**

1. These General Conditions shall apply when the parties agree in writing or otherwise thereto. The object(s) to be supplied under these General Conditions is (are) hereinafter referred to as the Product. Wherever these General Conditions use the term in writing, this shall mean by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties. These General Conditions does not apply for software as Portable Design.

**DRAWINGS AND DESCRIPTIONS**

2. Pictures, technical documents or other technical or business related information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

**DELIVERY. PASSING OF RISK**

3. The delivery shall be Ex works (EXW), which means that the Product is regarded as delivered when it is ready for shipment at the Supplier. If the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first carrier. Partial shipments shall be permitted unless otherwise agreed.

**TIME FOR DELIVERY. DELAY**

4. If the parties, instead of specifying the date for delivery, have specified a period of time on the expiry of which delivery shall take place, such period shall start to run as soon as the contract is entered into, all official formalities have been completed, payments due at the formation of the contract have been made, any agreed securities have been given and any other preconditions have been fulfilled.

5. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof in writing, stating the reason, and, if possible, the time when delivery can be expected.

6. If delay in delivery is caused by any of the circumstances mentioned in Clause 28 or by an act or omission on the part of the Purchaser, including suspension under Clauses 13 or 31, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the case. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.

7. If the Product is not delivered at the time for delivery (as defined in Clauses 4 and 6), the Purchaser is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each completed week of delay. The liquidated damages shall not exceed 7.5 per cent of the purchase price. The liquidated damages become due at the Purchaser's demand in writing but not before delivery has been completed or the contract is terminated under Clause 8.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim in writing for such damages within four weeks after the time when delivery should have taken place.

8. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 7 and if the Product is still not delivered, the Purchaser may in writing demand delivery within a final reasonable period which shall not be less than one week. If the Supplier does not deliver within such final

period and this is not due to any circumstance for which the Purchaser is responsible, then the Purchaser may by notice in writing to the Supplier terminate the contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the contract he shall be entitled to compensation for the loss he has suffered as a result of the Supplier's delay. The total compensation, including the liquidated damages which are payable under Clause 7, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the contract is terminated.

9. Liquidated damages under Clause 8 and termination of the contract with limited compensation under Clause 7 are the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of gross negligence. In these General Conditions gross negligence shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious supplier would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

**PAYMENT**

10. In the case of pre payment the final payment shall be made before the date of delivery.

11. For credit invoicing, unless otherwise agreed, payments shall be made within 30 days of the date of the invoice.

12. Whatever the means of payment used, payment shall not be deemed to have been effected before the Supplier's account has been fully and irrevocably settled.

13. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest is, unless otherwise agreed, 1,5 percent / month.

In case of late payment the Supplier may, after notified the Purchaser, suspend his performance of the contract until he receives payment.

**RETENTION OF TITLE**

14. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law. The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product in the country concerned. The retention of title shall not affect the passing of risk under Clause 3.

**LIABILITY FOR DEFECTS, LIFE TIME GUARANTEE**

15. Pursuant to the provisions of Clauses 15-26 inclusive, the Supplier shall remedy any defect or nonconformity (hereinafter termed defect(s)) resulting from faulty fabrication or faulty material.

16. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product.

supplier in writing of a defect he loses his right to have the defect remedied.

18. Repair shall be carried out at the Supplier unless the Supplier deems it appropriate to send correct parts or products to, and for reinstallation by, the Purchaser. Correct parts can be sent in cases where special knowledge is not required for reinstallation. By that the Supplier has fulfilled his obligations in respect of the defect.

19. If the Purchaser has given such notice as mentioned in Clause 17 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he has incurred as a result of the notice.

20. The Purchaser shall at his own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the defect.

21. Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.

22. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for repair, dismantling, installation and transport as a result of the Product being located in a place other than the Purchasers.

23. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.

24. The Supplier is not liable for defects arising out of materials provided, or a design stipulated or specified by the Purchaser.

25. The Supplier is liable only for defects which appear under the conditions of normal use of the product.

The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by the Purchaser, or by alterations carried out without the Supplier's consent in writing. Finally the Supplier's liability does not cover normal wear and tear or deterioration.

26. Save as stipulated in Clauses 15-25, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of gross negligence as defined in Clause 9.

#### ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

27. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part. If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof in writing. The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of gross negligence as defined in Clause 9.

#### FORCE MAJEURE

28. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause. A circumstance referred to in this Clause whether occurring prior to or after the formation of the contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract.

29. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.

30. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party if performance of the contract is suspended under Clause 28 for more than six months.

#### ANTICIPATED NON-PERFORMANCE

31. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the contract, where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall forthwith notify the other party thereof in writing.

#### CONSEQUENTIAL LOSSES

32. Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

#### DISPUTES AND APPLICABLE LAW

33. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

34. The contract shall be governed by the substantive law of the Supplier's country.