

1. DEFINITIONS

- 1.1** "Products" means the wood products sold and/or supplied under the General Condition as further upon by the Parties.
- 1.2** "Party" means the Buyer or the Seller, whereas "Parties" refers to the Buyer and the Seller.
- 1.3** "Contract" means the agreement regarding the supply and purchase of Products of which these General Conditions together with the Specification and any other written documentation attached to the agreement as an appendix constitute part.
- 1.4** "Incoterm" means the valid ICC Incoterms valid at the time of the signing of the contract.
- 1.5** "Delivery Date" means the date when the Seller shall hand over the Products to the main transporter or when the Buyer shall collect the Products in case of delivery on F Incoterms.
- 1.6** "Third Party" means the part which the Seller have a business relation with. Example customers in direct descending order.

2. GENERAL

- 2.1** These General Conditions shall apply to all quotations, confirmations of order, contracts, and deliveries of wood products by the Seller to the Buyer.
- 2.2** The Seller confirms that they have read and agreed upon these General Conditions by its order to the Seller. A binding Contract between the parties is established when the Seller in writing acknowledge the order to the Buyer.
- 2.3** These General Conditions have precedence over any other terms & conditions that may be included buy the Buyer. Deviation from the General Conditions is only valid by a written signed addendum which specifically set forth the changes and additions.

3. QUALITY, GRADING AND APPLICABLE STANDARDS

- 3.1** If not otherwise agreed upon, the Products shall be seasoned with a standard drying quality in accordance with EN 14298. The Buyer is aware that wood is a hygroscopic material which mean that the material will be affected by the relative humidity and temperature. It means that the wooden products may shrink, swell and change color which is not to be seen as a fault. These changes are normally not entitled to a complaint.

4. PAYMENT

- 4.1** Payment shall be made in accordance with the payment method agreed upon by the Parties in writing.
- 4.2** In the absence of an agreement on payment method as stated in 4.1 the parties are considered to have agreed upon payment to be effected within 30 days after the date of invoice to the Sellers bank account stated in the invoice.
- 4.3** In the event of delay in payment, the Seller is entitled to charge interest for the delay corresponding to the reference interest rate determined by the Swedish Central Bank applicable at any given time with a supplement of twelve (12) percentage units, plus a reminder charge.
- 4.4** If the Buyer is late on payment and the Seller has in written requested the Buyer to pay the amount due, the Seller can in seven (7) calendar days after the sent reminder and notwithstanding anything else stated in the agreement, the right to cancel the Contract and/or future deliveries.
- 4.5** If the Seller is by any reason entitled cancel the Contract all outstanding amounts under this Contract are due immediately for payment.

5. DELIVERY

- 5.1** The Product will be delivered on Delivery date specified on the order confirmation.
- 5.2** Deliveries under this Contract will be conducted in accordance with the rules in Incoterms.
- 5.3** The Buyer is obliged receive the delivery of the Product.

6. DELAY

- 6.1** A Party shall without delay notify the counterpart regarding circumstances the Part realized or should have realized entail delay and hence indicate when delivery can take place.
- 6.2** If the Buyer do not collect the Products on Delivery Date and/or otherwise delays the receiving of the Products and the delay exclusively depends on the Buyer. The payment shall be realized as of the Products has been delivered accordingly to the contract and the Seller can thereby issue an invoice for payment in accordance with the contract.
- 6.3** Products which are not collected by the Buyer is on behalf of the buyer regarding risk and care. The Seller is not responsible

for the products deterioration, provided that they are handled with usual care.

7. FORCE MAJEURE

- 7.1** Circumstances beyond the control of the sellers, which are of such nature that it would be unreasonable to demand performance or further performance on the part of the Seller, such as ice conditions, exceptional weather circumstances, strike, government measures, delay in supply (including also unexpected changes to time schedules presented by a transport company), export prohibitions, war, mobilization, transport impediments, export impediments, import impediments, machinery brake-downs, shortage of raw materials, poor timber harvesting conditions and all other circumstances which could seriously impede the performance of the contract are deemed a force majeure event and the Seller shall not be responsible for any damages arising therefrom, provided immediate written notice is given to the Buyer.
- 7.2** In this event, the seller has the right within sixty (60) calendar days from the time of shipment/Ready Date to complete the Contract. Should the Seller be unable to deliver within such an extended period of time, it must give immediate notice hereof the Buyer. Within seven (7) calendar days of receiving such notice, the Buyer shall have the option either to terminate the delivery in question or to postpone the delivery until an agreed upon date, which can be no later than ninety (90) calendar days from the above-mentioned time of dispatch.
- 7.3** In case the manufacture and/or dispatch of the Products is prevented as a result of the destruction of the Seller's mill and/or timber yard/terminal, the Seller has the option, by giving written notice to the Buyer, to terminate the delivery without being responsible for any damages arising therefrom. If the Seller does not exercise its right to cancel, then the Buyer can exercise its option according to the previous paragraph of this Clause.

8. CLAIMS

- 8.1** Upon receipt of the products, the buyer shall, without delay an by using due diligence, examine the Products both as to their quality and quantity.
- 8.2** No claims regarding quality and/or condition will be recognized by the Seller for any delivered Products unless the Buyer has sent the Seller a written statement in Swedish or English within five (5) calendar days from delivery date as to whether the claim is for quality and/or condition together with a statement, as defined under 8.3 below.
- 8.3** The statement of claim shall contain the contract number, bill of lading/waybill number(s) and date(s) of arrival thereof, a description of the products, wherein the error persist (nature and context), compensation claims and otherwise important information about the statement.
- 8.4** It is upon the Buyer's responsibility to keep the products in safe custody until the final settlement. The products shall be available for the Seller and/or the arbitrator for inspection. Claimed products shall be unprocessed. In case of deficiency of this clause 8.4 requirements the Seller can reject the claim.
- 8.5** In the event of a dispute arising out of or relating to the Contract, including any question regarding its existence, validity or termination, the Buyer shall not reject the goods, or any part thereof, nor refuse acceptance or payment in terms of the Contract during the period of the claim.
- 8.6** In the event of a complaint against the Buyer from a third party regarding the Products, the Seller undertakes to support the Buyer in the problem-solving process. Any complaint against the Seller is made in accordance with clause 8.3 and within five (5) business days from the Buyer receiving his complaint from a third party.

9. LIMITATIONS OF LIABILITY

- 9.1** A Party is liable for damages that arise due to the Party's negligence in fulfilling the Contract.
- 9.2** In no event shall the Party be liable for any special, consequential, incidental, or indirect damages, including, but not limited to, the loss of profit or revenues, the loss of production, the loss of contract, the loss of an increase expense for use of the Products, the damage caused by the Products, downtime costs or other increased expenses of operation, or claims by the Buyers' customers.

- 9.3** A Party's liability for damages shall unless there is intent or gross negligence. Be limited to hundred (100) percent of the contract price.
- 10. DISPUTE AND APPLICABLE LAW**
- 10.1** Swedish law shall apply in the interpretation and application of this Agreement.
- 10.2** If there is a dispute due to the nature of the Wood Product (quality and/or condition), the dispute shall always be settled by arbitration and the arbitrators appointed by the Parties, or the authority shall be professionals. Inspection of a consignment of goods, the nature of which is the subject of a dispute, shall take place promptly and arbitration in such a case shall be announced within (30) calendar days after the arbitral tribunal has been finally appointed. Announced arbitration shall be notified to the Parties immediately.
- 10.3** The Buyer is obliged to receive and take good care of delivered goods and to deposit the agreed purchase price in a special account in a Swedish bank for later payment in accordance with a final judgement.
- 10.4** Åsljunga Pallens General terms will apply for the delivery, which can be downloaded and found on the following link.