

2010-02-01, Version 8

ASKO APPLIANCES AB - GENERAL PURCHASE TERMS FOR THE PURCHASE OF GOODS

§ 1. Contracting parties

The contracting parties are Asko Appliances AB and the Supplier. In the order/contract and text below Asko Appliances AB is denoted as "the Buyer" and the Supplier as "the Seller".

§ 2. Applicability

The general purchase terms shall become applicable in connection with the purchase of goods for the Buyer, unless otherwise agreed to in writing between the parties. These general purchase terms have priority over the Seller's general terms.

§ 3. Contract object

The Buyer is bound only by written order/contract. Deviations from the contract object specified in the order/contract must be through written agreement between the parties.

§ 4. Contract documents

In the event circumstances arise that are not regulated in the contract between Buyer and Seller or if provisos in the contract documents conflict with one another, the following order shall prevail where applicable:

1. Contract between the Buyer and the Seller.
2. The Buyer's general purchase terms for the purchase of goods.
3. NL 09/Orgalime S 2000.
4. The Swedish sales of goods act. (The United Nation's Convention on International Sales (CISG) is not valid.)
5. Other Swedish legislation.
6. Applicable branch practice.
7. The Seller's general sales terms.

§ 5. Quality system

The Seller shall have a quality system equivalent to ISO 9001 and/or methods that assure the quality of the goods. The Seller shall work with proactive quality assurance. The Seller has the responsibility to employ qualified staff according to manufacturing requirements. The Buyer reserves the right to perform quality audits at the Seller and their subsequent subcontractors.

§ 6. Environmental and ethical demands

The Seller shall follow current environmental legislation and fulfil the environmental demands, which have been specified for the goods. The Seller shall be certified with an environmental management standard such as ISO 14000 or work consciously of environmental impact. The Seller has the responsibility to fulfil the European Parliament and Council's directive 2002/95/EC on the Restriction of the use of certain Hazardous Substances (RoHS) in electrical and electronic equipment.

The Seller has the responsibility to secure that wooden packaging material that is imported from outside the European Union fulfils the international import regulations for packaging containers made from solid wood, ISPM 15. The Seller has the responsibility to ensure that the goods and components within the goods are not manufactured using child or slave labour.

§ 7. Product conditions

The Seller shall follow the same manufacturing conditions and/or subcontractor as at the inception of the contract unless the Buyer states otherwise in writing. Subcontractors have the same duty as the Seller has towards the Buyer. The Seller is not entitled, without the Buyer's acceptance in writing, to change manufacturing processes, raw material or enter into a subcontract, transfer or grant use of their rights or obligations vis-à-vis the order/contract.

§ 8. Tooling

Special models, moulds or other tools exclusively required for the manufacture or processing of materials ordered by the Buyer are regulated in a separate tooling contract between the Buyer and the Seller. Unless otherwise agreed upon, the tooling provided for at the expense of the Buyer is the exclusive property of the Buyer and may only be used for the manufacture of goods ordered in writing by the Buyer. Tool maintenance and repairs are made at the expense of the Seller. The Seller shall carefully follow the instructions that apply to the use of the tooling. The Seller alone is responsible for injuries that arise due to the Seller's neglect to observe the obligations incumbent upon him in accordance with applicable occupational health and safety legislation.

§ 9. Price

The applicable price is stated in the order/contract. Unless otherwise agreed to between the parties in writing, the price is fixed, is stated in Swedish Crowns, excluding Value Added Tax (VAT); and including packaging.

§ 10. Payments

The payment date is calculated from sixty (60) days from when the Buyer receives the invoice, providing that delivery has taken place, unless otherwise stated on the order/contract or agreed in writing. The invoice shall include the delivery note number. The Seller shall not charge for the handling of invoices or charge for the overdue reminders.

§ 11. Interest on overdue payment

In the occurrence of overdue payment, the interest calculated on the overdue payment shall be regulated in accordance with Swedish legislation.

§ 12. Loading and marking of goods

The Seller must ensure that the loading space of transport is utilised to a maximum in height. The Seller shall also follow the Buyer's instructions for the marking of goods.

§ 13. Delivery terms

The contracted delivery clause shall be interpreted in accordance with the current Incoterms. If the delivery clause is omitted from the order/contract, the delivery terms are to be regarded as "DDP Asko Appliances AB, Jung".

§ 14. Delivery date

The Buyer shall receive the goods on the delivery date stated on the order/contract. Goods can be received during the Buyer's normal opening hours.

§ 15. Delivery delay

If delivery does not take place on the ordered/contracted date, the Buyer is entitled to a penalty of 2% of the total order/contract value per commenced seven (7) day period, with a maximum, of 10% of the order/contract value. Should delivery exceed two (2) weeks, the Buyer, following written correspondence concerning the delay, is entitled not only to the penalty but also to terminate the order/contract, in which case the Seller is obligated to compensate the Buyer for damages arising thereof.

§ 16. Faults and defects

Should examination of the goods by the Buyer reveal faults or defects, the Buyer is entitled to cancel the order/contract and return the goods to the Seller at the Seller's cost and risk. The Buyer is also entitled to demand compensation for damages involved. With no cancellation of the order/contract, the Buyer is entitled to demand either faultless goods or a deduction in the order/contract value corresponding to the fault or defect in addition to demanding compensation for damages involved. Payment of goods does not mean that the Buyer has forfeited his right to make compensation claims if faults and defects are found in the goods. If the Buyer does not reject the goods within two years from the date of reception, the Buyer loses the right to make an compensation claim unless a warranty or similar document advocates otherwise.

In the event that goods classified, by the Buyer, as faulty or defect are deemed necessary to be used in order to prevent production stoppage. The Buyer is entitled to debit a fee of SEK 500 per hour for the costs incurred for sorting or adjustment.

§ 17. Product responsibility

Should the Seller's goods cause injury or damage to property belonging to the Buyer or a third party, the Seller shall compensate the Buyer for the Buyer's damage liability. The Seller shall hold appropriate product liability insurance.

§ 18. Liability discharge grounds

A party is not responsible for the losses that can arise if the obligations of the party or subcontractor are delayed or made impossible due to fire, war, mobilisation or correspondingly unforeseen military call-ups or commandeering. It is incumbent upon the party who wishes to invoke the aforementioned circumstances to inform in writing without delay to the other party about the incidence as well as the cessation of any of these circumstances.

§ 19. Secrecy

The contracting parties undertake not to divulge information to a third party about the other party's corporate secrets without the written permission of the other party. Documentation which the Seller has received from the Buyer which relates to components or products shall always be regarded as corporate secrets. Upon completion of an order/contract, the Seller shall, upon request from the Buyer, return all drawings, specifications, copies, descriptions and other material containing confidential information which had been received from the Buyer. The parties shall implement the necessary measures to prevent the dissemination of corporate secrets via employees, subcontractors or other external contacts. The obligation to preserve secrecy also applies after cessation of the contract. The Seller is not entitled to use, without the written permission of the Buyer, the Buyer's company name for any form of advertising or other published information.

§ 20. Immaterial property rights

If an action is brought in court against the Buyer or any of the Buyer's clients with the assertion that the goods delivered according to this order involved infringement of third person's patent, copyright or other immaterial rights the Seller at own cost shall appear before the court on behalf of the Buyer and also pay any costs and damages awarded in the case. No such obligation, however, is incumbent upon the Seller if the service/goods were executed according to the Buyer's drawings, documents, know-how, etc.

§ 21. Written document

Demand of written document in these terms is fulfilled by letter, fax transmission or confirmed message by e-mail.

§ 22. Disputes

Disputes concerning interpretation or application of this contract and thereby the concomitant judicial processes involved shall be decided by an arbitrator in accordance with the rules on simplified arbitral procedure laid down by the Arbitration Institute of the Stockholm Chamber of Commerce. Swedish law shall apply.