

**1. APPLICABILITY**

These general terms & conditions apply to all deliveries from Dunlop Hiflex and exclude the application of the buyer's possible purchase conditions or other general terms. Deviations from these general terms & conditions require written agreement between the parties.

**2. QUOTATION AND ACCEPTANCE**

Binding agreement of delivery arise only after written order confirmation has been submitted by Dunlop Hiflex. If Dunlop Hiflex's order confirmation deviates from the buyer's order through additions, restrictions or reservations and the buyer does not accept these changes, the buyer must notify Dunlop Hiflex in writing within ten (10) days, in order not to be bound by the order confirmation.

**3. QUANTITY, WEIGHT**

To be a contractual delivery, the delivered weight or quantity of the goods may deviate from the agreed weight or quantity by a maximum of ten (10) percent without affecting the agreed price.

**4. PRODUCT INFORMATION**

Information on weight, dimensions, performance, price, as well as technical and other data in catalogues, leaflets, flyers, advertisements, pictures, price lists and other similar product information is approximate and is only binding on Dunlop Hiflex in cases where Dunlop Hiflex specifically refers to this information.

**5. PACKAGING**

Prices included in quotations and agreements do not include packaging. Unless otherwise agreed in writing, the buyer will be charged by Dunlop Hiflex the price that is valid at the time of delivery.

**6. DELIVERY**

Unless otherwise stated in writing between the parties, the order will be delivered Ex Works Dunlop Hiflex warehouse (INCOTERMS 2020). Small orders sent from Dunlop Hiflex will be charged a handling fee. In other respects, the General Conditions NL17 apply.

**7. PRICE**

The price applied by Dunlop Hiflex on the day of delivery shall apply unless otherwise agreed. All prices are stated excluding indirect taxes such as VAT. Dunlop Hiflex has the right to increase the agreed price if import and / or export duties and general fees are introduced or increased or if an increase in raw material prices occurs between the date of contract and the time of delivery. Dunlop Hiflex also has the right to increase the agreed price should an exchange rate change that exceeds 5 (five) percent occur between the date of contract and the time of delivery.

**8. PAYMENT TERMS**

Unless otherwise stated in writing, payment terms is fifteen (15) days net. In the event of late payment, the buyer is obliged to pay 16% default interest and to pay a fee for payment reminders. Dunlop Hiflex also has the right, after written notice to the buyer, to suspend its fulfilment of the agreement until payment is made. If the buyer has not paid within three (3) months after the due date, Dunlop Hiflex has the right to terminate the agreement and the buyer shall compensate for

the damage Dunlop Hiflex suffers due to the lack of payment.

**9. DELIVERY TIME**

If delivery is delayed due to force majeure (see section 14) or for any other reason for which Dunlop Hiflex is not responsible, the delivery time shall be extended by a reasonable time. Thereafter, the buyer has the right to determine by written notice to Dunlop Hiflex a final delivery deadline which may not be shorter than one week. If Dunlop Hiflex is unable to deliver within this period, and this is not due to any circumstance for which the buyer is responsible, the buyer has the right to withdraw from the agreement by written notice to Dunlop Hiflex. The buyer has no right to damages due to delay in delivery except in case of major negligence or intent by Dunlop Hiflex. If the buyer is not available to receive the goods on the agreed date, Dunlop Hiflex shall arrange for the goods to be stored at the buyer's risk and expense. Dunlop Hiflex has the right to refuse to complete a delivery if there is a good reason to question the buyer's ability to pay. However, Dunlop Hiflex does not have the right to refuse to complete the delivery if the buyer upon request pays in advance for the delivery, or provides such security that can reasonably be accepted by Dunlop Hiflex.

**10. RESPONSIBILITY FOR ERROR**

Dunlop Hiflex is responsible for defects in design, material, or production. In the event of such defects, Dunlop Hiflex shall, at its own choice and at its own expense, either remedy the defect or replace the defective product. Dunlop Hiflex is not responsible for defects caused by circumstances that arose after the risk of the product has passed to the buyer or normal wear and tear or deterioration. Dunlop Hiflex's liability only covers defects that appear within six (6) months from the day the product was delivered. If the product is used more intensively than agreed, the liability period shall be shortened to a corresponding degree. Remarks about defects in the goods must be made in writing without delay after the defect was discovered or should have been discovered. The complaint must contain a description of the error. If the buyer fails to do so, the buyer loses his right to claim the defect. Errors must be rectified within a reasonable time. If Dunlop Hiflex does not exchange a defective item or part of the item within a reasonable time or remedy a defect, and this is not due to any circumstance for which the buyer is responsible, the buyer has the right to set a final deadline in writing which may not be shorter than one week. If Dunlop Hiflex does not remedy the defect within this period, the buyer has the right to withdraw from the agreement by written notice to Dunlop Hiflex by returning the defective product to Dunlop Hiflex. The buyer is not entitled to compensation other than the paid purchase price. Dunlop Hiflex is not obligated to pay any compensation to the buyer for loss of production, loss of profit or other direct or indirect damage. If the buyer complains and it turns out that there is no fault for which Dunlop Hiflex is responsible, Dunlop Hiflex is entitled to compensation for the work and costs that the complaint has caused the company.

**11. LIMITATION OF LIABILITY**

Dunlop Hiflex has no liability beyond what is stated in these general terms and conditions or in a written agreement between the parties. Dunlop Hiflex, for example, does not compensate for damage to real estate or personal property, loss of production, loss of profit or other direct or indirect damage, except in case of major negligence or intent by Dunlop Hiflex. The buyer is obliged to indemnify Dunlop Hiflex in cases where product liability towards third parties are concerned.

**12. RESERVATIONS OF OWNERSHIP**

All sold items remain the property of Dunlop Hiflex until full payment has been made.

**13. RETURNS**

The buyer is entitled to return an item only after written agreement from Dunlop Hiflex and together with a valid return note. Return fee 25% of the item value, except for small orders where the fee is higher. Freight costs must be paid by the buyer. Returns of ordered goods, cut and / or assembled products are not accepted without special approval from Dunlop Hiflex. In other respects, we refer to the Dunlop Hiflex return policy.

**14. FORCE MAJEURE**

The following circumstances shall be deemed to constitute grounds for exemption if they occur after the date of agreement and impede or substantially impede its performance: labour dispute and any other circumstance beyond the control of the parties, such as fire, war, mobilization or unforeseen military calls, requisition, seizure, currency, riots and riots, shortages of means of transport, general shortages of goods, restrictions on power and errors in or delays in deliveries by subcontractors based on the circumstances referred to in this section.

**15. DISPUTE PROCEDURE**

Disputes that arise in connection with this agreement shall, if the disputed value amounts to more than five hundred thousand (500,000) SEK, be settled by arbitration in accordance with the Arbitration Rules for the Stockholm Chamber of Commerce's Arbitration Institute. The arbitral tribunal shall consist of three arbitrators. If the disputed value amounts to less than five hundred thousand (500,000) SEK, the dispute shall be decided by a general court. Swedish law shall be applied to these general terms and conditions and the parties' agreements in general.