

General Terms and Conditions of Sale

1. Except to the extent otherwise agreed in writing, these general terms and conditions of sale ("General Terms") shall, to the exclusion of any other general terms and conditions, apply to all contracts regarding the sale of products ("Products") and related services by Munksjö AB or its Subsidiary (as defined below) to a purchaser of said Products ("Purchaser"). For the purposes of these General Terms, the following definitions shall apply:
 - (i) "Munksjö" or "Supplier" shall mean the entity that sells the Products to the Purchaser, whether Munksjö AB or its Subsidiary, as the case may be.
 - (ii) "Parties" shall mean collectively Supplier and the Purchaser and "Party" shall mean Supplier or the Purchaser, as the context indicates.
 - (iii) "Subsidiary" shall mean any company that is directly or indirectly controlled by Munksjö AB. Control means the power to direct management and policies through ownership, voting trusts, contract or otherwise.
2. Supplier's acceptance of the Purchaser's order is conditional on the Purchaser's assent to these General Terms. Acceptance of delivery without prior objection to these General Terms shall constitute such assent. Terms and conditions that intend to modify, supersede or supplement these General Terms are hereby rejected and replaced by these General Terms.
3. Unless otherwise agreed, the Products will be delivered, and are priced, Ex Works (interpreted according to the latest effective version of Incoterms) at Supplier's production site. Unless otherwise marked on the invoice as CONFIDENTIAL sample, all sales of products for monetary value shall be considered commercial sales on the date of the invoice and the products shall be considered publicly disclosed thereafter. Title to the Products shall pass to the Purchaser simultaneously with the transfer of risk as defined in the agreed term of delivery (Incoterms). The delivery dates are approximations only. The prices are exclusive of all taxes and other public charges and Supplier reserves the right to adjust the price and delivery terms in the event of any changes in the specifications, timing, volume or other requirements for Products.
4. The Products will be invoiced on the date of shipment. Payment shall be due thirty (30) days net of the invoice date, with no discount for early payment. If the Purchaser fails to make any payment when due or if the Purchaser's credit is for any reason no longer acceptable, Supplier may, at its discretion, consider the contract breached, accelerate all unpaid amounts, claim interest for delayed payment(s) and/or cancel or suspend any pending deliveries to the Purchaser. In addition, a lump sum for recovery costs equal to €40 will be due. Unless otherwise stipulated by mandatory law, the interest rate for delayed payments is fifteen per cent (15 %) per annum.
5. Supplier warrants that the Products, as delivered, will comply with Supplier's standard specifications in effect at the time of manufacture ("Specifications"), subject to customary tolerances. The Purchaser assumes all risk and liability arising from conversion of the Products, including without limitation use of the Products in combination with other substances or material. Supplier may offer advice, recommendations and/or other suggestions as to the design, use and suitability of any Products, but such advice, recommendations and/or other suggestions do not constitute any warranties with respect to any Products or the use thereof and the Purchaser assumes full responsibility for accepting and/or using such advice, recommendations and/or other suggestions. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO HIDDEN DEFECTS, MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE OR PARTICULAR USE.
6. The liability of Supplier for Products found not to comply with the above warranty ("Non-Conforming Products") shall be limited, at the sole election of Supplier, to: (i) refunding the purchase price of the Non-Conforming Products; (ii) replacing the Non-Conforming Products; or (iii) repairing the Non-Conforming Products, if feasible. The Purchaser shall notify Supplier in writing of any Non-Conforming Product within two (2) working days after discovery of such Non-Conforming Product, but no later than six (6) months after delivery, and shall hold and make available for inspection and testing by Supplier all Non-Conforming Products. If not so notified and/or Non-Conforming Product is not made available, Supplier shall have no liability as to such Non-Conforming Products. Supplier assumes no liability with respect to any Non-Conforming Product which has been used or processed after the discovery of the non-conformity. THE REMEDIES ABOVE ARE THE EXCLUSIVE REMEDIES AVAILABLE TO PURCHASER.
7. No claim shall be allowed in respect of a Product which has been altered, neglected, improperly stored, damaged or used by the Purchaser in any manner which adversely affects its performance.
8. If the quantity of Products delivered by Supplier falls below customary or agreed tolerances (as applicable), Supplier's sole obligation shall be to deliver additional Products to make up for any such deficiency.
9. Supplier shall not be liable to Purchaser for failing to fulfill its obligations as a result of circumstances beyond its reasonable control, including without limitation fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), riot, act of God or the public enemy, action of any governmental authority, general shortage of material or transportation, or the delay or non-performance of a sub-contractor due to the abovereasons. Each Party's maximum liability to the other for damages arising from the sale and purchase of Products shall never exceed the net invoiced value of the relevant delivery. IN NO EVENT, WHETHER AS A RESULT OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OTHER ECONOMIC ADVANTAGE, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY, LOSS OR EXCESSIVE UTILIZATION OF RAW MATERIAL OR ENERGY, PLANT SHUT DOWN, COST OF CAPITAL, LABOR CHARGES AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. Supplier shall defend any patent infringement claim, suit or action brought against Purchaser alleging that the Products, in the form delivered to Purchaser and without further combination or modification, infringe any issued patent, on the conditions that: (a) the alleged infringement does not arise from Supplier's compliance with specifications, designs or drawings furnished by Purchaser; (b) Supplier receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof including settlement and appeals, and (c) Purchaser provides Supplier with all information available to Purchaser for such defense and/or settlement and cooperates with Supplier in the defense and/or settlement of such claim, suit or action. THIS SECTION STATES SUPPLIER'S ENTIRE AND EXCLUSIVE OBLIGATION REGARDING INTELLECTUAL PROPERTY INFRINGEMENT AND REMEDIES IN THE COURSE OF, OR RESULTING FROM SALES OF PRODUCTS UNDER THE CONTRACT, AND PURCHASER HEREBY WAIVES ALL OTHER RIGHTS AND REMEDIES.
11. Purchaser shall indemnify and hold harmless Supplier for all losses, liabilities, damages and expenses (including without limit court costs and reasonable attorneys' fees) in connection with any claim or action brought by any third party for actual or alleged infringement by Supplier of any intellectual property right, to the extent attributable to specifications or other information or materials furnished by Purchaser. All rights and interest, including all intellectual property rights, in and to all Products and associated materials belong to Supplier. No right or license, express or implied, to such rights and interests is granted or assigned to Purchaser.
12. Purchaser acknowledges that in its line of business trade, economic or finance sanctions or embargoes are imposed and enacted from time to time by the UN, EU, UK, USA or other countries ("Sanctions"). Purchaser warrants that it will comply with all applicable Sanctions and that the Products and services received from Supplier are not exported, re-exported, transferred, used or provided directly or indirectly to any country, or legal or natural person in violation of the Sanctions. Purchaser warrants that at all times in connection with and throughout the course of the sales contract, Purchaser shall comply with, and shall take adequate measures to ensure that its employees and contractors comply with, the Sanctions. Purchaser shall indemnify and hold harmless Supplier in the event of any loss or damage resulting from a breach or an alleged breach of Sanctions by Purchaser, its employees or contractors. Breach of this clause shall be deemed to be a material breach of the sales contract.
13. During the term of the sales contract and thereafter for a period of five (5) years, Purchaser shall keep in strictest confidence any Confidential Information disclosed by Supplier in connection with or in support of this contract, and not use said Confidential Information for any purpose other than the implementation of the sales contract. "Confidential Information" shall mean Supplier's or a Subsidiary's knowledge, expertise, experience, know-how, techniques, and methods, and economic or other information disclosed by Supplier in connection with or in support of the sales contract. The obligations referred to herein shall not apply to information (i) which Purchaser by written records can demonstrate was in its possession prior to the first receipt thereof from Supplier and/or (ii) which at the date hereof is or thereafter becomes available to the public without breach of this contract and/or (iii) which is obtained from a third party under circumstances permitting its disclosure to others. Nothing in this section shall restrain Purchaser from disclosure of Confidential Information to the extent that such disclosure is required by law or applicable securities markets rules and regulations.
14. These General Terms, as well as any other terms and conditions that form the sales contract for the Products to be sold hereunder, shall be interpreted and construed in accordance with the laws of the country (and state, province, or similar territory within such country, if applicable) in which the contracting Supplier entity is located, without, however, giving effect to the rules on conflict of laws within such jurisdiction. The UN Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising out of, or in connection with, the sale of Products hereunder shall be finally settled by arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association for disputes governed by U.S. law, and in all other cases the Rules of Arbitration of the International Chamber of Commerce. The arbitration proceedings shall be conducted in the English language by one or more arbitrators appointed in accordance with such rules, and the place of arbitration shall be Supplier's domicile. Supplier shall, however, additionally be entitled to lodge claims concerning collection of outstanding debts in any court relevant to the Purchaser's business or residence.
15. The provisions of these General Terms are intended to be severable. If any provision or part thereof is held invalid, then the rest of the General Terms shall remain in full force and effect.