



June 14, 2021

## General terms and conditions

When placing an order with MPT Sweden, "the Seller", the following Terms and Conditions will apply to the Agreement unless expressly agreed otherwise in the specific sales confirmation.

1. The offers are valid for 5 days, if not otherwise stated in your written offer.
2. The costs and risks will be divided between the Seller and the Buyer in accordance with Incoterms definitions of the agreed delivery term
3. The Seller has the right to resume the goods if it they are not fully paid by the Buyer.
4. The total liability of either party on any claim under the Agreement shall not exceed the relevant contract price.
5. Neither the Seller nor the Buyer shall be liable to the other party for any loss of profit, loss of use, loss of production, loss of contracts or for any indirect costs that may be suffered by the other party.
6. All export deliveries are dependent on obtaining the necessary permits from relevant authorities. The parties agree to assist each other in obtaining the required documents.
7. Buyer shall notify the Seller in writing of any Defect in the product delivered, including a description of the Defect without undue delay after its appearance and under no circumstances later than four (4) weeks after the delivery.
8. The Seller has no obligations to deliver goods if the Seller has reason to question Buyer's solvency and ability to pay.
9. The Buyer agrees to comply with sanctions and export control laws applicable with respect to all activities conducted under or in connection with the Agreement, including without limit those of the European Union, the United States and the United Nations ("UN") ("Sanctions and Export Control Laws"). The Buyer shall provide the Seller with any information which the Seller deems necessary to ensure compliance with Sanctions and Export Control Laws. If the Buyer is subject to Sanctions and Export Control Laws or if the Seller deems that the Buyer fails to comply with this clause, the Seller shall be entitled to immediately terminate all agreements between the parties (including pending purchase orders).

**POSTAL ADDRESS**

MPT Sweden AB  
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SE-683 60 EKSHÄRAD  
SWEDEN

**CONTACT**

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**BANK**

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Regeringsgatan 59, SE-105 88 Stockholm, Sweden  
SWIFT: DNBASESXXXX  
IBAN SE38 9190 0000 0919 5530 3012

**ORG.NO:**

556087-1351

**VAT.NO:**

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10. Either party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded by any of the following circumstances ("Force Majeure"): Unannounced strikes, fire, war, embargo and other events beyond the control of the affected party or its sub-suppliers and which consequences cannot be avoided or overcome.
11. Swedish law shall be applicable to the Agreement.
12. Disputes arising from the Agreement shall be governed by Swedish law and shall be finally settled in Stockholm by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The language to be used in the arbitral proceedings shall be English.
13. Products delivered is in accordance with MPT specifications and the invoicing is based on MPT's establishing of weights
14. To ensure proper handling of the material, make sure to read the safety data sheet carefully.

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