



8 March, 2022

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 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. *Export Control and Trade Sanctions*
 - 9.1. 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.
 - 9.2. The Seller shall have the right to suspend performance of its obligations under this Agreement and each purchase order pursuant thereto, and the right to terminate this Agreement or each purchase order pursuant thereto, with immediate effect and without liability, if:
 - i. in the Seller's sole discretion, circumstances exist that could result in the Buyer's or the Seller's non-compliance with Sanctions and Export Control Laws;

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BANK

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

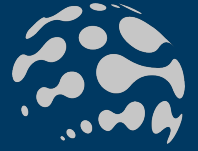
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- ii. the Buyer, or its customer to whom a product is being sold, becomes a sanctions target under the Sanctions and Export Control Laws;
 - iii. any bank refuses to receive or otherwise process any payment under the Agreement or a purchase order;
 - iv. in the Seller's sole discretion, performance of its obligations becomes commercially non-viable because of the Sanctions and Export Control Laws.
- 9.3. The Buyer shall reimburse the Seller for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by the Seller resulting from the Buyer's breach of Sanctions and Export Control Laws.
- 9.4. In the event that the Seller terminates this Agreement and any purchase order pursuant to this Section 9, and without prejudice to the Seller's other rights and obligations under this Agreement, the Seller shall be entitled to use the money as a set-off against claims under the paragraph immediately above.
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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