



General terms of sale

functional thinking

1. Scope

1.1 The following terms shall apply to sales and deliveries of products by Rudholm & HK AB ("the Vendor"). In order to be valid, deviations from these terms shall be agreed in writing.

2. Orders

2.1 Orders for products may be placed in writing or orally. On receipt of order, the purchaser shall be sent a written confirmation by the Vendor. Should the purchaser consider that the confirmation does not accord with the order, he shall so inform the Vendor without delay. Should the purchaser neglect to do so, the contract shall be deemed to have been concluded in accordance with the confirmation.

3. Delivery

3.1 The products shall be delivered ex Vendor's warehouse, whereby the risk in the products shall pass from the Vendor to the purchaser when the Vendor has notified the purchaser that they are available for collection.

3.2 Should the purchaser wish to have the products delivered, he shall be charged the cost of carriage in accordance with Posten's price list applicable from time to time. For deliveries outside Sweden, the purchaser shall be charged the cost of carriage in accordance with UPS' price list applicable from time to time, unless otherwise agreed.

3.3 If the delivery time was not specified in the order (block order), the products to which the order relates shall be held available for call-off by the purchaser for up to one year from the date the order was placed. If not all products to which the order relates are called off within this period, the Vendor shall be entitled to demand payments for remaining products.

4. Payment

4.1 Payment for products supplied shall have been received by the vendor no later than the due date shown on the invoice or, if no due date is shown, no later than 30 days from invoice date. The same shall apply *mutatis mutandis* to products for which payment is to be made under the provisions of clause 6.5.

4.2 Should payment not be made at the proper time, the Vendor shall be entitled to demand late payment interest on the unpaid amount at a rate of 12 % per annum. The Vendor may, in addition, demand compensation for the expenses associated with the delay such as the cost of payment reminders and collection.

4.3 If payment is made in some currency other than Swedish kronor, and the value of that currency relative to the Swedish krona has diminished by at least 10 % compared with its value when the order was placed, the Vendor shall be entitled to adjust the price so that it corresponds to the same value in Swedish kronor as at the time of the order.

5. Title

5.1 The products shall remain the Vendor's property until they have been paid for in full.

6. Delivery Time

6.1 Should delivery be delayed by circumstances constituting grounds for relief under the provisions of clause 10, the delivery time shall be extended by such time as is reasonable in the circumstances. The delivery time shall also be extended if the cause of the delay arises after the expiry of the delivery time originally agreed.

6.2 Should the Vendor find that he is unable to deliver at the proper time, or should a delay on his part appear probable, he shall so notify the purchaser stating the reason for the delay and, insofar as possible, the time at which it is estimated delivery can be made.

6.3 If the products are not delivered at the proper time, the purchaser shall be entitled to a reduction in price. For each complete period of 14 (fourteen) days for which the delay persists, the reduction shall amount to 0.5 % of the value of the products to which the delay relates. The reduction in price shall amount to a maximum of 7.5 % of the contractual price of the products in question exclusive of value added tax.

6.4 If the purchaser is entitled to the maximum reduction in price provided for by clause 6.3 and the products have still not been delivered on expiry of the relevant deadline, the purchaser shall be entitled, on giving written notice, to require delivery within a final, reasonable time, which may not be less than one week. Should he not make delivery within that time, the purchaser shall be entitled, on giving written notice, to cancel the purchase insofar as it relates to undelivered products. In the event of such cancellation, the purchaser shall also be entitled to compensation for any loss he has suffered in consequence of the Vendor's delay. However, such compensation shall never exceed 7.5 % of the contractual price of the products in question exclusive of value added tax.

6.5 Should the purchaser find that he will not be able to receive the products at the contractual time or that a delay on his part appears likely, he shall without further ado so inform the Vendor stating the cause of the delay and, insofar as possible, the time at which it is estimated that receipt can be taken. If receipt of the products is not taken at the contractual time, the purchaser shall be liable to make payment as if the products in question had been delivered.

7. Specimen Delivery

7.1 When the purchaser receives a specimen delivery, he shall be bound to inspect it without delay.

7.2 If the purchaser considers that the specimen delivery diverges from the order as provided by clause 2.1, he shall so notify the Vendor in writing giving the reason. Unless otherwise agreed, such notice shall be given no later than one week after the purchaser received the specimen delivery.

7.3 The purchaser shall not be entitled to rely upon such faults or deviations as should have been discovered on examination under the provisions of clause 7.1.

8. Claims

8.1 When the purchaser has received products, he shall be bound to examine them in a businesslike manner as soon as circumstances so permit.

8.2 Claims concerning any faults or deficiencies in the products shall be made as soon as possible after the fault of deficiency is discovered or should have been discovered. In order to be relied upon, claims concerning visible faults or deficiencies that the purchaser should have discovered on examination as provided for by clause 8.1 shall in any event be made within a week of receipt of the products.

8.3 In order to be relied upon, claims shall be made in writing stating the nature of the fault or deficiency.

8.4 Should the purchaser neglect to make a claim concerning any fault or deficiency within the time prescribed, his right to rely thereon against the Vendor shall lapse. In no event shall the Vendor be liable for faults or deficiencies concerning which no claim is made within one year of the products being notified as available for collection.

9. Liability For Faults And Deficiencies

9.1 The Vendor shall remedy any fault or deficiency for which he is liable by means of a new delivery or repair.

9.2 The Vendor's liability shall extend only to faults arising from use of the products that is normal or anticipated by the contract. In particular, the Vendor's liability shall not extend to damage arising from piece dying, bleaching, stonewashing, steaming, bulk washing or any similar procedure.

9.3 The Vendor shall rectify the fault with such urgency as the circumstances require.

9.4 Should rectification not be made within a reasonable time, the purchaser shall be entitled to give the Vendor a final deadline for rectification. If rectification has not been made within that time, the purchaser shall be entitled to demand a reduction of price of no more than 15 % of the contractual price of the products in question exclusive of value added tax. If the fault is substantial, the purchaser shall instead be entitled to cancel the purchase. In the event of cancellation, the purchaser shall be entitled to compensation for the loss he has suffered as a result of the fault. However, such compensation shall never exceed 15 % of the contractual price exclusive of value added tax.

9.5 The Vendor shall bear no liability for faults in excess of the provisions of these contractual terms. This shall apply to any loss to which the fault may give rise, such as loss of production, loss of profit or financial loss. This limitation of the Vendor's liability shall not, however, apply if he has been guilty of gross negligence.

10. Dying

10.1 In the event of dying of buttons or other trimmings, the purchaser shall be charged a fee of 50 (fifty) Swedish kronor per 1,000 (one thousand) units. However such fee shall in any event amount to at least 50 (fifty) Swedish kronor for every colour or size to which the dying relates, all exclusive of value added tax.

11. Grounds For Relief (Force Majeure)

11.1 The following circumstances shall constitute grounds for relief if they entail performance of the contract being prevented or becoming unreasonably burdensome: labour dispute or any other circumstance beyond the control of the parties such as conflagration, extensive technical breakdown, war, military call up, requisition, sequestration, currency restriction, revolt or riot, shortage of transport, general lack of goods, extreme weather conditions and restrictions on the supply of motive power.

11.2 The aforementioned circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the time of order.

11.3 There shall also be grounds for relief in the event of a fault or delay in deliveries from a sub-contractor caused by circumstances constituting grounds for relief under clause 11.1.

11.4 A party invoking grounds for relief shall inform the other party of the occurrence thereof without delay, and similarly of their cessation.

12. Assignment Of Accounts Receivable

12.1 The Vendor shall be entitled to assign claims to payment by the purchaser to a third party.