

Tractive AB General conditions for sales

1. Scope

These General Conditions shall apply between Tractive AB, the Supplier and the Buyer. Sold goods will hereinafter be referred to as the Products

2. The Products

The Buyer is responsible for obtaining any applicable permits of importing and/or for marketing and selling the Products. All costs related to permits, legislation, conditions or obligations under this paragraph shall be borne by the Buyer.

3. Sales and delivery conditions

The terms and conditions governing the sales and delivery of all Products by the Supplier to the Buyer shall consist of:

(a) the terms and conditions of sale expressly agreed in writing by the Supplier and Buyer at the time each order is placed by the Buyer and confirmed by the Supplier and

(b) these General Conditions.

In the event of any conflict or inconsistency among the provisions referred to in the preceding paragraph, the priority shall be the order stated above.

The Supplier may, with three (3) months notice, change these General Conditions, however not affecting any orders confirmed by the Supplier.

4. Orders

All orders shall be placed in writing including details regarding quantity and type of product. Orders become binding for the Supplier upon the written order confirmation of the Supplier. The Supplier may at its own discretion choose to accept or deny an order. A failure to perform an order confirmation shall be regarded as a deny.

An order confirmation shall include information regarding time of delivery.

5. Price and Payment

The Buyer shall pay the price decided according to the price list issued from time to time by the Supplier. The Supplier may adjust the price. Such adjusted price will come into effect by giving the Buyer two (2) months written notice.

The Supplier may always adjust the price with immediate effect in case of increase of taxes or increase of other public fees. The same shall apply in case of increase of prices exceeding 20% in raw materials or goods from Suppliers suppliers.

Unless otherwise agreed in writing between the Parties the Buyer shall pay in advance. If the Buyer fails to pay in advance according to the terms of the Supplier's invoice there is no obligation for the Supplier to deliver. In the event of late or short payment the Supplier is always entitled to interest on the sum overdue until payment is fully made at the rate of 15 per cent per annum.

Unless otherwise agreed upon in writing between the Parties, all payments shall be in Euros at the Supplier's place of business and in accordance with the instructions in Supplier's invoice.

6. Terms of delivery and Retention of Title

Unless otherwise agreed in writing between the Parties

Ex Works (INCOTERMS 2010) shall apply.

The Products shall remain the property of the Supplier until paid for in full, to the extent that such retention of title is valid.

7. Warranty and complaints

Subject as hereinafter set out, the Supplier undertakes to remedy any defects resulting from faulty design, materials or workmanship. Such remedy shall be performed without undue delay.

The Buyer is required to control the products thoroughly upon delivery. The Buyer shall promptly complain in writing to the Supplier when a defect is discovered or reasonably should have been discovered.

Complaints of defects made later than two months from delivery cannot result in any liability for the Supplier.

The Supplier shall have no responsibility for defects or faults in Products due to misuse or abuse of sold Products and in no event the Supplier shall be liable for damages of any kind whether direct, indirect or consequential, caused by such misuse or abuse.

Complaints regarding any fault in the Products which has been caused by damage during transportation carried out by an independent carrier shall however be made, in addition to the Supplier in accordance with the terms described above, directly to the carrier as well, at the time and in the manner prescribed by the forwarding rules applying to the transportation. If the Buyer does not lodge a complaint within a stated period although he has discovered or should have discovered the fault, he forfeits the right to make claims against the Supplier on the basis of any fault in the Products.

Should the Buyer apply conditions extended beyond those of the Supplier the Buyer shall bear sole and full responsibility for the conditions.

The above-mentioned rules regarding faults in the Products shall also in their relevant parts apply with respect to shortages in quantities.

8. Faults and defects

If there is in Products delivered any fault for which the Supplier is liable and a complaint has been made concerning that fault in accordance with the provisions of Article 7 above, the Supplier shall at his own expense and with the speediness demanded by the circumstances at his own option but after consultation with the Buyer either remedy the fault (e.g. by repair) or deliver new and faultless Products in return for the faulty Products.

The faulty Product unit shall be returned to the Supplier at the Buyers expense, together with the original receipt. The Buyer will be credited for faulty units or compensated with new or repaired units. The Supplier shall not pay any expenditure incurred for dismounting and installation, unless otherwise agreed.

Apart from these obligations, the Supplier is not liable for directly or indirectly caused damage or losses in consequence of a fault in the Products. However, this limitation of the Supplier's liability does not apply if the Supplier is guilty of gross negligence.

9. Liability for damage caused by the products

The Supplier shall not be liable for any damage to property caused by the Products after they have been delivered and whilst they are in the possession of the Buyer. Nor shall the Supplier be liable for any damage to products manufactured by the Buyer, or to products of which the Buyer's products form a part.

If the Supplier incurs liability towards any third party for damage to property caused by the Products after they have been delivered, the Buyer shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter shall forthwith inform the other party thereof in writing.

The Supplier and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitration tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product.

The limitation of the Suppliers liability in this Clause shall not apply where the Supplier has been guilty of gross negligence.

10. Delivery

Time of delivery shall be indicated for each specific order according to art 4. above.

If the Supplier has reasons to believe that the Buyer has become insolvent the Supplier may, without any liability, stop all further deliveries.

11. Delayed delivery

If a delivery time is stated as a certain period, such a period will be calculated from the date when the contract is made.

If the Supplier finds that he cannot observe an agreed time for the delivery of the Products, or if delay appears probable, he shall promptly give notice to that effect to the Buyer (notice of delay), stating the time when it is expected that the Products shall be delivered.

If a notified or actual delay in delivering the Products or part of the Products is the fault of the Supplier, and if, as the Supplier has understood or should have understood, the delay causes the Buyer substantial inconvenience, the Buyer has the right to cancel the order, by notice in writing, with respect to the Products for which delivery is delayed. If the Supplier has given notice of delay, the Buyer shall exercise his right to cancel the contract within 10 days from receipt of that notice. Otherwise, the time stated in the notice shall be deemed to be a new agreed time of delivery. If no notice of delay has been given cancellation shall occur promptly after the agreed delivery time.

Apart from the right to cancel according to this provision 11, the Supplier has no liability in regards of delayed delivery. This restriction shall not apply if the delay is caused by the Supplier's gross negligence.

If the Buyer does not report delay in delivery promptly when the delay is or reasonably should have been discovered, the Buyer shall have no right to make any claims against the Supplier with regard to the delay.

12. Limitation of liability

Save for what follows from these conditions, the Supplier's liability for any claim of any kind, for any loss or damage arising out of, connected with, or resulting from this Agreement, termination of this Agreement, delivery of Products, or from the design, manufacture, sale, delivery, resale or use of the Products or any part thereof, as the case may be, shall be limited to the refund of the purchase price of the Products with respect to which the loss, damage or breach occurred.

In no event shall the Supplier be liable towards the Buyer for any loss of production or profit, loss of use, loss of data, loss of contracts or for any other consequential, economic or indirect loss whatsoever in respect of the sale, purchase, use or disposition of the Product.

The limitation of the Supplier's liability in this paragraph 12 shall not apply where the Supplier has been guilty of gross negligence.

13. Marketing

The Buyer may only use the Suppliers trade marks according to the Suppliers specific instructions. No title or ownership of any trade mark is transferred from the Supplier to the Buyer. The Buyer may not apply for registration or in any other way seek ownership to a trade mark an identical or similar to any trade mark used by the Supplier.

14. Privacy Notice

The Supplier collects personal data which is necessary for the performance of contract (i.e. quotation or sales of the Product) to which the data subject (i.e. Buyer) is party, or at the request of the data subject prior to entering into a contract. If personal data is collected for other reasons we will ask for consent.

Each person has a right of access to the personal data that we hold about them.
Contact info@tractive.se. See also the Data protection policy Tractive AB on our websites.

15. Governing law

Any sales agreement where these General Conditions apply and these General conditions as such shall be construed in accordance with and be governed by the laws of Sweden.

16. Disputes

Any dispute, controversy or claim arising out of or in connection with these General conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce for expedited arbitration procedure.

The arbitration proceeding shall be conducted in the Swedish language and take place in Stockholm.