

TERMS OF DELIVERY 2022:01

Frigadon AB follows delivery regulations in NL09 and KYLA -12 with the following additions:

Prices quoted

Stated prices apply to ex-factory, excluding packaging and VAT

Handling fee:

When delivering orders below 500 SEK net value, a handling fee of 70 SEK is applied.

Return deduction:

Every return of goods must be preceded by an agreement between Frigadon and the customer. Specially manufactured units might be unreturnable.

Goods returned to Frigadon are assumed to be in the same condition as when they were received.

If the return is caused by errors for which Frigadon is responsible, the customer's invoiced amount will be credited without deduction. In other cases, the credit is received upon receipt of the return to the invoiced amount minus the return deduction of 35% and any return shipping.

Complaints:

When invoicing for rectified faults regarding self-contained units and compressor units prefabricated by the supplier, in addition to item 25 and 27 in NL 09, the following applies:

Before acting, an agreement must be reached with the responsible seller at Frigadon.

Unit type and production number must be stated for warranty claims to be approved.

Max hourly charge 595 SEK per hour.

Max mileage charge 76 SEK per mile (10 km) and maximum distance 100 km.

Claims return to Frigadon no later than 2 months after the damage has been discovered.

Price changes:

Frigadon AB reserves the right to change prices without prior notice if these are based on changes in currency and/or commodity prices beyond our control.

KYLA-12

General delivery regulations developed by Kyl & Värmepump Importörerna for materials delivered for professional operations.



KYLA -12 Delivery regulations

For delivery of products and equipment, unless otherwise agreed, General Delivery Regulations NL 09 apply with the following additions and amendments.

ADDITIONS AND AMENDMENTS TO NL 09

Tender

Quotations submitted by the seller are valid for 60 days from the date of quotation, unless otherwise agreed.

Order confirmation

If order confirmation deviates through additions, restrictions or reservations from the order, the seller must clearly mark this. If the buyer cannot accept these changes, the buyer shall notify this within seven days.

Price changes

Unless otherwise agreed, the following shall apply to the price: Prices quoted in the seller's price list apply at least 60 days after the price change has been announced. Price change due to authority decision or exchange rate change applies from the change date.

Item 17 in NL 09

Item 17 has been deleted and replaced with the following payment terms: Unless otherwise agreed, payment must be made no later than 30 days after the invoice date. The handling and requirements fee is paid in accordance with the seller's price list. If there is reasonable reason to assume that a party will not fulfil its obligations in accordance with the parties' agreements and / or these delivery terms, the other party has the right to demand that acceptable security be provided for the party's undertaking.

All prices apply excluding VAT.

Item 18 in NL 09

The first sentence has been deleted and replaced with the following: Interest on arrears is based on the due date with an interest rate of the corresponding Swedish national bank's reference rate plus 13 percentage points. If the buyer does not pay on time, the seller may also, after notifying the buyer in writing, suspend its performance of the agreement until payment is made.

Item 22 in NL 09

Item 22 in NL 09 applies with the following additions:

The following applies to the delivery of self-contained units* and prefabricated units* by the seller:

For the seller's liability for defects to apply, the installation and commissioning instructions provided must be followed as well as commissioning protocols must be sent to the seller in the event of a complaint and / or in the event of a special request.

The seller's liability for defects does not apply to consumables included in the maintenance instructions.

Item 23 in NL 09

Item 23 of NL 09 has been deleted and replaced by the following:

The following applies to the delivery of self-contained units* and prefabricated units* by the seller: The seller's liability only covers defects that appear within two years of commissioning, however, no longer than 26 months from the date the Product was delivered. If the goods are used more intensively than has been agreed or which can be considered stipulated at the conclusion of the agreement, the liability period is shortened to a corresponding level.

The following applies to the delivery of components*: The seller's liability only covers defects that appear within two years from the day the Product was delivered. If the Product is used more intensively than agreed, or which can be considered assumed at the conclusion of the agreement, the liability period is shortened to a corresponding level.

Item 24 in NL 09

Item 24 of NL 09 has been deleted and replaced with the following: For parts repaired or replaced in accordance with item 21, the seller has the same responsibility as for the original Product for a period of two years from the repair. For the Product in general, the warranty period is only extended by the time that the Product could not be used due to errors for which the seller is responsible.

Item 25 in NL 09

Item 25 in NL 09 has been deleted and replaced with the following: Complaints about errors or defects regarding delivered Product must be made on a form approved by the seller.

Damage to the Product that can be assumed to have occurred during transport must be reported directly to the carrier and in accordance with the transport regulations applicable to the transport. In addition, the seller must be notified without delay if applicable.

Defects and damage that are noticeable during inspection upon receipt of the Product must be reported immediately to the carrier and seller. Otherwise, defects and damage must be reported without delay after unpacking.

In other cases, the buyer must complain to the seller in writing of defects without unreasonable delay after the defect has appeared and in no case later than 14 days after the expiry of the warranty period.

Complaints must contain a description of how the error manifests itself.

If there is reason to believe that the fault may cause damage, the complaint must be made immediately.

If no complaint is made as soon as possible, the buyer loses the right to make a claim due to damage that occurs and that would have been avoided if such a complaint had occurred.

If the buyer does not complain about a defect or damage within the time limits specified here, he loses the right to make a claim due to the defect or damage.

Item 26 in NL 09

Point 26 of NL 09 has been deleted and replaced by the following:

After the seller has received a written complaint in accordance with item 25, the fault must be remedied in accordance with the rules in items 21-32.

For delivery of self-contained units* and by the seller prefabricated units* applies following:

The seller is responsible for materials, labour, and travel costs attributable to remedying the defect. When repairing or replacing materials, the seller must be contacted before work begins.

The remedy shall be carried out by the buyer unless the seller finds it appropriate that the defective part or the Product be sent to him so that he can repair or replace it.

Reimbursement for travel expenses is limited to 100 km. Costs shall be debited without any profit surcharge and debiting shall take place no later than 14 days after the rectification of the error.

Verifications and complaint report must be attached to the invoice. Costs for remedying errors or deficiencies as above must be settled no later than 30 days after the approved complaint.

Components, which by agreement, not provided by the seller are replaced with verified net costs.

The following applies to the delivery of components*:

The seller must rectify the error. The seller is deemed to have fulfilled his obligation when he repaired or replaced the part or the Product.

If disassembly and assembly of the part or the Product is required, the buyer shall be responsible for this and the costs that come with it.

The remedy shall be carried out by the buyer unless the seller finds it appropriate that the defective part or the Product be sent to him so that he can repair or replace it with him. Components that, by agreement, are not provided by the seller are replaced with verified net costs.

Item 30 in NL 09

Item 30 of NL 09 has been deleted and replaced with the following: Defective parts replaced in accordance with item 21 of NL 09 and item 26 of these regulations shall be made available to the seller within 14 days and become his property.

Item 33 in NL 09

Item 33 of NL 09 has been deleted and replaced with the following: Notwithstanding what is stipulated in items 21-32, the seller has no liability for defects in any part of the goods for more than four years from the beginning of the original liability period.

Item 39 in NL 09

Item 39 of NL 09 has been deleted and replaced with the following: Disputes in connection with the agreement shall be settled in Sweden by arbitrators in accordance with Swedish law on arbitrators. If the dispute concerns amount which, when the action is brought, do not exceed fifty basic amounts, the party is, however, entitled to bring an action before a general court in Sweden.

* Definition of self-contained units and by the seller prefabricated units

Self-contained units refer to such factory-made units with a complete refrigerant system that are installed without intervention in the refrigerant system. A unit prefabricated by the seller refers to a unit that the seller has assembled from purchased factory-manufactured components.

* Definition of component.

By component is meant Product that is not defined as unit assembly or unit prefabricated by the seller.

General Conditions

NL 09

for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway, and Sweden.

Issued in 2009 by the organisations for the engineering industries in Denmark, Finland, Norway, and Sweden. (DI, Denmark; Teknologiateollisuus - Teknologindustri, Finland; Norsk Industri, Norway; Teknikföretagen, Sweden.)

Applicability. Definitions

1. Dessa These General Conditions shall apply when the parties agree in writing or otherwise thereto. Deviations from the Conditions shall not apply unless agreed in writing. The object or objects which the Seller shall deliver according to the contract of the parties shall in these conditions be referred to as "the Product". The term includes software and documentation. When used in these conditions the term "written" or "in writing" refers to a document signed by both parties or a letter, fax, electronic mail, or other means of communication agreed by the parties.

Product Information

2. Data in marketing material, price lists and other product information are binding only to the extent that they are expressly referred to in the contract.

Technical documents and technical information

3. All technical documentation regarding the Product or its manufacture submitted by one party to the other, prior, or after the formation of the contract, shall remain the property of the submitting party.

Technical documentation received by one party shall not, without the consent of the other party, be used for any other purpose than that for which it was submitted. Except for documentation referred to in Clause 4, it may not without the consent of the other party be copied, transmitted, or otherwise communicated to a third party.

4. The Seller shall, no later than by delivery of the Product, free of charge provide the Buyer with one set, or any larger number that may have been agreed, of technical documentation, which is sufficiently detailed to permit the Buyer to carry out installation, commissioning, operation, and maintenance (including running repairs) of all parts of the Product. The Seller shall not, however, be obliged to supply manufacturing drawings of the Product or of spare parts.

The Seller may, with the Buyer's consent, fulfil these obligations by giving access to the documentation over the Internet.

Test Before Delivery (delivery test)

5. Where a delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the Product is being manufactured. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the Product is being manufactured.

6. The Seller shall notify the Buyer in writing of the delivery test in sufficient time to permit the Buyer to be present at the test. If the Buyer has received such notice, the test may be carried out even if the Buyer is not represented at the test.

The Seller shall make a report of the test. The test report shall be sent to the Buyer. The report shall, unless otherwise shown by the Buyer, be considered to correctly describe the execution of the test and its results.

7. If at the delivery test the Product is found not to be in accordance with the contract, the Seller shall as soon as possible ensure that the Product complies with the contract. If so, required by the Buyer a new test shall thereafter be carried out, unless the defect was insignificant.

8. If no other division of the costs has been agreed, the Seller shall bear all costs for delivery tests carried out where the Product is manufactured. The Buyer shall, however, at such delivery tests bear all costs for his representatives, including costs for travel, board, and lodging.

Trade Term

9. If no trade term has been agreed, the delivery shall be "Ex Works" according to the INCOTERMS in force at the formation of the contract. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract.

Time for Delivery. Delay

10. If, instead of a fixed date for delivery, the parties have agreed on a period within which delivery shall take place, such period shall start to run at the formation of the contract.

11. If the Seller finds that he will not be able to deliver the Product at the agreed time or if delay on his part seems likely, he shall without undue delay notify the Buyer thereof in writing, stating the reason for the delay and if possible, the time when delivery can be expected. If the Seller fails to give such notice, he shall, regardless of the provisions of Clauses 13 and 14, reimburse the Buyer for any additional expenses, which the latter incurs and which he would have avoided, had he received notice in time.

12. If delay in delivery is caused by a circumstance which under Clause 36 constitutes ground for relief or by an act or omission on the part of the Buyer, including suspension by the Seller under Clause 18, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

13. If the Seller fails to deliver the Product on time, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of one per cent of the agreed price for each commenced week of delay. If the delay concerns only a part of the Product, the liquidated damages shall be calculated on the part of the price which is properly attributable to the part of the Product which cannot be taken in use due to the delay.

The liquidated damages shall not exceed ten per cent of the price of that part which is the basis of the calculation.

The liquidated damages become due at the Buyer's written demand but not before the complete Product has been delivered or the contract is terminated under Clause 14.

The Buyer loses his right to liquidated damages if he has not lodged a written claim for such damages within six months after the time when delivery should have taken place.

14. If the delay is such that the Buyer has become entitled to maximum liquidated damages under Clause 13, and the Product is still not delivered, the Buyer may in writing demand delivery within a final reasonable period which shall not be less than one week.

If the Seller fails to deliver within such final period and this is not due to any circumstance for which the Buyer is responsible, the Buyer may, by written notice to the Seller, terminate the contract in respect of that part of the Product which cannot be taken in use due to the delay.

In case of such termination the Buyer shall also be entitled to compensation for the loss he suffers due to the Seller's delay to the extent that the loss exceeds the maximum of liquidated damages which the Buyer may claim under Clause 13. This compensation shall not exceed ten per cent of that part of the price which is properly attributable to the part of the Product in respect of which the contract is terminated.

The Buyer shall also have the right to terminate the contract by written notice to the Seller if there will be a delay, which under Clause 13 would entitle the Buyer to maximum liquidated damages. In case of termination on this ground the Buyer shall be entitled to both maximum liquidated damages and compensation under the third paragraph of this Clause.

Except for liquidated damages under Clause 13 and termination of the contract with limited compensation under this Clause 14, all claims in respect of the Seller's delay shall be excluded. This limitation of the Seller's liability shall not apply, however, where the Seller has been guilty of gross negligence.

15. If the Buyer finds that he will be unable to accept delivery of the Product on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the Product had been delivered. The Seller shall arrange storage of the Product at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the Product at the Buyer's expense.

16. Unless the failure of the buyer specified in point 15 is due to the circumstances referred to in point 36, the seller may demand in writing that the buyer receives the Product within a reasonable time.

If the Buyer, for reasons for which the Seller is not responsible, fails to receive the Product within the time limit, the Seller may, by written notice to the Buyer, terminate the agreement with respect to the part of the Ready-to-Deliver Product that has not been delivered due to the Buyer's failure. In such a case, the seller is entitled to compensation for the damage caused to him by the buyer's failure. The compensation shall not exceed the part of the price that relates to the part of the Product to which the cancellation relates.

Payment

17. Unless otherwise agreed payment shall be made against invoice 30 days after the date of the invoice.

Unless otherwise agreed, the agreed purchase price, together with value added tax, if any, shall be invoiced with one third at the formation of the contract, one third when the Seller gives written notice that the major part of the Product is ready for delivery. Final payment shall be invoiced at delivery of the Product.

18. If the Buyer fails to pay on time, the Seller shall be entitled to interest from the due date at the rate of interest determined by the law on late payments in the Seller's country. If the Buyer fails to pay by the due date, the Seller may also, after having notified the Buyer in writing thereof, suspend performance of his contractual obligations until payment is made.

19. If the Buyer has failed to pay the amount due within three months after the due date, the Seller may terminate the contract by written notice to the Buyer and, in addition to interest on late payment, claim compensation for the loss he has suffered. The compensation shall not exceed the agreed purchase price.

Retention of Title

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

Liability for Defects

21. The Seller shall, in accordance with the provisions of Clauses 22–33 below, by replacement or repair, remedy any defect in the Product resulting from faulty design, materials or workmanship.

Where the Seller is liable for a defect, he shall also be liable for damage to the Product that is caused by the defect.

The Seller is not liable for defects arising out of material provided by the Buyer or a design stipulated or specified by him.

22. Säljarens ansvar omfattar inte fel orsakade av omständigheter som tillkommit efter att risken för Produkten gått över på köparen. Ansvaret omfattar exempelvis inte fel som uppstår till följd av att driftsförhållandena avviker från vad som förutsatts i avtalet eller av oriktig användning av Produkten. Det omfattar inte heller fel förorsakade av skriftligt underhåll eller oriktig montering från köparens sida, ändringar utan säljarens skriftliga medgivande eller av köparen oriktig utförd reparationer. Slutligen omfattar ansvaret inte normal försämling eller försämring.

23. The Seller's liability is limited to defect which appear within a period of one year from the date of delivery of the Product. If the Product is used more intensely than agreed, this period shall be reduced proportionately.

24. For parts, which have been repaired or replaced under Clause 21, the Seller shall have the same liability for defects as for the original Product for a period of one year. For other parts of the Product the liability period defined in Clause 23 shall be extended only by the period during which the Product could not be used due to a defect for which the Seller is liable

25. Buyer shall notify the Seller in writing of a defect without undue delay after the defect has appeared and in no case later than two weeks after the expiry of the liability period specified in Clauses 23 and 24. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller in writing within the above time limits, he loses his right to make any claim in respect of the defect.

If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Buyer loses the right to make any claim based on damage which occurs to the Product and which would have been avoided if such notice had been given.

26. After receipt of a written notice under Clause 25, the Seller shall remedy the defect without undue delay. Within this limit the time for remedial work shall be chosen in order not to interfere unnecessarily with the Buyer's activities. The Seller shall bear the costs as specified in Clauses 21–33.

Remedial work shall be carried out where the Product is located unless the Seller, regarding the interests of both parties, finds it more suitable to have the Product sent to him or to a place instructed by him.

If the defect can be remedied by replacing or repairing the defective part, and if removal and re-installation of the part does not require special knowledge, the Seller may demand that the Buyer sends the defective part to him, or to a place instructed by him, for repair or replacement. In such case the Seller has fulfilled his obligations in respect of the defect when he delivers a duly repaired or replaced part to the Buyer.

27. If remedy of the defect requires intervention in anything but the Product, the Buyer shall be responsible for any work or costs caused thereby.

28. All transports in connection with remedial work shall be at the Seller's risk and expense. The buyer shall follow the Seller's instruction regarding how the transport shall be carried out.

29. The Buyer shall bear any additional costs for remedying a defect which the Seller incurs when the Product is located elsewhere than at the destination for the Seller's delivery to the Buyer stated at the formation of the contract, or – if no destination has been stated – the place of delivery.

30. Defective parts, which are replaced according to Clause 21, shall be placed at the Seller's disposal, and shall become his property.

31. If the Buyer gives such notice as referred to in Clause 25, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for the work and costs which he has incurred because of the notice.

32. If the Seller fails to fulfil his obligations under Clause 26 within a reasonable time, the Buyer may by written notice require him to do so within a final time. If the Seller fails to fulfil his obligations within that time limit, the Buyer may at his option:

- carry out or have carried out the necessary remedial work at the Seller's risk and expense, provided that the Buyer proceeds in a reasonable manner, or
- demand a reduction of the agreed purchase price not exceeding 20 per cent thereof.

If the defect is substantial, the Buyer may instead terminate the contract by written notice to the Seller. The Buyer shall also be entitled to such termination where the defect remains substantial after measures referred to in a). In case of termination, the Buyer shall be entitled to compensation for the loss he has suffered. The compensation shall not, however, exceed 20 per cent of the agreed purchase price.

33. Regardless of the provisions of Clauses 21–32, the Seller shall have no liability for defects in any part of the Product for more than two years from the start of the liability period referred to in Clause 23.

34. The Seller shall have no liability for defects save as stipulated in Clauses 21-33. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss. This limitation of the Seller's liability shall not apply, however, if he has been guilty of gross negligence

Liability for Damage to Property Caused

35. The Seller shall have no liability for damage caused by the Product to any immovable or movable property, or for the consequences of such damage, if the damage occurs while the Product is in the Buyer's possession.

The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of damage or loss for which the Seller is not liable according to the first paragraph of this Clause.

The above limitations of the Seller's liability shall not apply if he has been guilty of gross negligence.

If a third party makes a claim for compensation against the Seller or the Buyer for damage or loss referred to in this Clause, the other party to the contract shall forthwith be notified thereof in writing.

The Seller and the Buyer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the Product. The liability as between the Seller and the Buyer shall, however, always be settled by arbitration in accordance with Clause 39.

Grounds for Relief (Force Majeure)

35. The following circumstances shall constitute grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties, such as fire, natural disasters and extreme natural events, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Clause. The above-described circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the formation of the contract

36. The party wishing to claim relief under Clause 36 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

If grounds for relief prevent the Buyer from fulfilling his obligations, he shall reimburse the costs incurred by the Seller in securing and protecting the Product.

37. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party, if performance of the contract is delayed more than six months by reason of any grounds for relief as described in Clause 36

Disputes, Applicable Law

38. Disputes arising out of or in connection with the contract shall not be brought before the court but shall be finally settled by arbitration in accordance with the law on arbitration applicable in the Seller's country.

39. All disputes arising out of the contract shall be judged according to the law of the Seller's country.