



## GENERAL CONDITIONS FOR SUPPLY TO TRADE CUSTOMERS

### 1. General

- 1.1 These General Conditions apply to the supply of products (hereinafter referred to as "Products") from Öhlins Racing AB or its affiliates (hereinafter referred to as "Öhlins") to customer (hereinafter referred to as "the Buyer").
- 1.2 By accepting Products from Öhlins under any written or oral agreement (described below as the "Contract") the Buyer agrees to these General Conditions. If the Buyer does not agree to these General Conditions, it must immediately contact Öhlins and arrange for return of Products and the termination of any agreement for supply of Products.
- 1.3 Deviations from these General Conditions shall not apply unless agreed in writing by both parties.
- 1.4 Product information and price lists are binding only to the extent that they are expressly included in the Contract. Öhlins reserves the right to change or amend Products, Product information and price lists from time to time, at Öhlins sole discretion.

### 2. Drawings and other Documents

- 2.1 Öhlins shall, when applicable, no later than by delivery of Products provide the Buyer with one (1) copy of the technical documents applicable to Products, which are sufficiently detailed to permit the Buyer to carry out installation of Products.
- 2.2 Öhlins shall not, however, be obliged to supply manufacturing drawings of the Product or spare parts thereto.

### 3. Delivery

Delivery shall be FCA Öhlins factory in Upplands Väsby, Sweden, unless otherwise agreed in writing. All trade terms shall be in accordance with the INCOTERMS applicable at the time of the formation of the Contract. Costs for transportation packaging will be paid by the Buyer at cost price.

### 4. Time of Delivery

- 4.1 Delivery of Products shall be effected in accordance with the agreed lead times. The lead times are based on the date of the purchase order.
- 4.2 If Öhlins finds that it will not be able to deliver Products at the agreed time of delivery or if delay seems likely, Öhlins shall forthwith notify the Buyer thereof in writing, stating the reason for the delay. Moreover, Öhlins shall, as soon as possible, state the new time of delivery.



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- 4.3 If the Buyer finds that it will be unable to accept delivery of Products on agreed date or if delay of acceptance seems likely, the Buyer shall immediately notify Öhlins thereof in writing, stating the reason for the delay and the time when delivery can be accepted.
- 4.4 If the Buyer fails to accept delivery on the agreed date the Buyer shall nevertheless make any payment due on delivery as if Products had been delivered.
- 4.5 If delay in delivery is caused by any of the circumstance described in Clause 9 or by an act or omission by the Buyer, the time for delivery shall be extended (even if the reason for delay occurs after the original time of delivery).
- 4.6 Unless the Buyer's failure to accept delivery is due to any such circumstance as described in Clause 9, Öhlins may by notice in writing require the Buyer to accept delivery within a reasonable period. If the Buyer fails to accept delivery within such period, Öhlins may by notice in writing terminate the purchase order in respect of the Product that is ready for delivery. Öhlins shall then be entitled to compensation for any loss suffered by the Buyer's default.
- 4.7 Except as stipulated in this Clause 4, Öhlins shall have no liability for any loss that a late delivery may cause. This applies to any loss the delay may cause, including but not limited to loss of production, loss of profit and any other consequential economic loss.

### **5. Payment**

- 5.1 Unless otherwise agreed, Öhlins will send the Buyer an invoice at delivery. The Buyer shall pay at the latest thirty (30) days after the date of the invoice.
- 5.2 If the Buyer fails to pay by the agreed date, Öhlins shall be entitled to interest at the rate of nine (9) percent per annum from the day on which payment became due until full payment is made.
- 5.3 If the Buyer has not paid the amount due within three (3) weeks after original due date Öhlins shall be entitled to terminate the Contract in whole or in part, by written notice to the Buyer and to claim compensation for the loss suffered.

### **6. Reservation of Title**

Products shall remain the property of Öhlins until fully paid for. The retention of title shall not affect the passing of risk under Clause 3.



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### 7. Limited Warranty

- 7.1 This Limited warranty covers defects in materials and workmanship in Products. Any claim under this limited warranty must be made within five (5) years from the date the specific product was produced at Öhlins Racing AB, except for road and track products for cars (defined on Öhlins website: [www.ohlins.com/products/automotive/93/0/](http://www.ohlins.com/products/automotive/93/0/)), for which any claim must be made within two (2) years from the date the specific product was produced at Öhlins Racing AB.
- 7.2 This limited warranty is limited to defects in materials and workmanship in Products that are installed in accordance with Öhlins installation instructions, and which are used for applications approved by Öhlins, Service intervals and required adjustments must be followed according to the Öhlins Owner's Manual. This limited warranty does not apply to Products damaged in any kind of racing activity such as competition, training or other preparations for competition.
- 7.3 Öhlins shall be liable for defects in parts of Products, which have been repaired or replaced under Clause 7.1, for a period of one (1) year from the time of remedy. The liability period defined in Clause 7.1 shall be extended for other parts of remedied Products only by a period equal to the period during which the specific product could not be used due to the defect(s).
- 7.4 If nothing else is agreed in writing, Öhlins Warranty Manual for Aftermarket Products shall apply in addition to these General Conditions.
- 7.5 The Buyer shall notify Öhlins in writing of a defect immediately after the defect has become apparent, and in no case later than two (2) weeks after the defect was discovered. The notice shall contain a description of how the defect is manifested. Notice of a defect shall be given immediately if there is reason to believe that the defect may cause damage. If the Buyer fails to notify Öhlins of a defect in writing within the time limits set forth in this Clause, the Buyer shall forfeit its right to make any claim in respect of the defect.
- 7.6 On receipt of the written notice according to Clause 7.5, Öhlins shall remedy the defect without undue delay and at Öhlins' own cost. Remedy of a defect shall be carried out at Öhlins place of business. The Product shall be sent to Öhlins by the Buyer.
- 7.7 If the Buyer gives such notice as described in Clause 7.5, and no defect covered by this limited warranty is found, Öhlins shall be entitled to compensation for the work and costs, which have been incurred as a result of the notice. Öhlins shall inform the Buyer that Öhlins determined that there is no defect covered by this limited warranty. The Buyer shall within one (1) month



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- time from such information give Öhlins written notice whether the Buyer wants the Product sent back, at the Buyer's expense. If the Buyer fails to give such notice the Product will become the property of Öhlins.
- 7.8 All costs for dismantling, installation and transports in connection with repair or replacement shall be borne by the Buyer.
- 7.9 The Buyer shall follow Öhlins' instructions as to how the transport shall be carried out. The transports shall be at the Buyer's risk.
- 7.10 Defective parts, which are replaced in accordance with Clause 7.1, shall be placed at Öhlins disposal and become Öhlins property.
- 7.11 If the defect is substantial, the Buyer may choose to terminate the Contract by written notice to Öhlins without delay after the defect has become apparent, and in no case later than two (2) weeks after the defect was discovered.
- 7.12 Öhlins is not liable for defects arising out of materials provided by the Buyer, or a design stipulated or specified by the Buyer.
- 7.13 Öhlins' liability does not cover defects caused by occurrences after the risk in the Product has passed to the Buyer.
- 7.14 This limited warranty does not cover defects, which are caused by faulty maintenance, incorrect installation or faulty repairs by the Buyer (or a third party on behalf of the Buyer), or by alterations undertaken without Öhlins' consent in writing.
- 7.15 This limited warranty does not cover normal wear and tear or deterioration.
- 7.16 Notwithstanding the provisions of Clauses 7.2 -7.15 Öhlins shall have no liability for defects in any part of the Product for more than the liability period defined in Clause 7.1.
- 7.17 **DISCLAIMER OF WARRANTY**

### STATEMENT

ÖHLINS HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

### LIMITATION ON LIABILITY



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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ÖHLINS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, RE-PERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF ÖHLINS LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE PRODUCTS SOLD TO CUSTOMER AND WARRANTED HEREUNDER, ÖHLINS PERFORMANCE OR NON-PERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY ÖHLINS FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE.

### **8. Indemnification for Damage to Property Caused by the Product**

- 8.1 The Buyer shall indemnify and hold Öhlins harmless for any damage caused by the Product
- a) to any (movable or immovable) property where the damage occurs while the Product is in the Buyer's possession,
  - b) to products manufactured by the Buyer or to products of which the Buyer's products form a part, or
  - c) to any property, where the damage is caused by products manufactured by the Buyer because of properties in the Product.
- 8.2 Under no circumstances shall Öhlins be liable for loss of production, loss of profit or any other consequential economic loss.
- 8.3 If a claim for loss or damage as described in this Clause is raised by a third party against either party to the Contract, the latter shall forthwith notify the other party thereof.



### **9. Grounds for Relief (Force Majeure)**

- 9.1 The following circumstances shall be considered as 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, war, mobilisation or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power and defects or delays in deliveries by sub-Contractors caused by any such circumstance as referred to in this Clause. Industrial disputes where a party is involved shall also be considered as ground for relief.
- 9.2 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 time of formation of the Contract.
- 9.3 The party wishing to claim relief shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
- 9.4 If grounds for relief pursuant to this Clause 9 prevent the Buyer from fulfilling its obligations, the Buyer shall compensate Öhlins for expenses incurred in securing and protecting the Product.
- 9.5 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 three (3) months by reason of any grounds for relief as described in Clause 9.1.

### **10. Reservation of changes**

- 10.1 Öhlins is entitled to change these General Conditions with an appropriate notice period.
- 10.2 Öhlins shall have this right only if the changes are reasonable for the Buyer, taking into account the interests of Öhlins.
- 10.3 Öhlins shall notify the Buyer in writing of the changes at the latest six (6) weeks before the date on which they become effective. If the Buyer does not object to the changes within one (1) month of receipt of the amendment notice in writing, the changes shall be deemed agreed.
- 10.4 Öhlins shall notify the Buyer in the amendment notice separately of the right to object, the objection period and the legal consequences of remaining silent.



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10.5 If the Buyer objects to the changes in these General Conditions, ÖDTC reserves the right to terminate the contract.

### **11. Disputes and Applicable Law**

11.1 Any dispute, controversy or claim arising out of or in connection with the Contract and these General Conditions or the breach, termination or invalidity thereof, shall finally be settled in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.

11.2 The arbitration shall be held in Stockholm.

11.3 The Contract including these General Conditions shall in the order mentioned below be governed by

1. The Swedish Sale of Goods Act (1990:931)
2. Swedish law