



## GENERAL CONDITIONS FOR SUPPLY TO TRADE CUSTOMERS

Confidential information of Öhlins Racing AB

### 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.



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### 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.
- 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 8 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 8, 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.



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- 5.2 If the Buyer fails to pay by the agreed date, Öhlins shall be entitled to interest at the rate of EURIBOR 3M +8% (points) 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.

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

- 7.1 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.
- 7.2 Under no circumstances shall Öhlins be liable for loss of production, loss of profit or any other consequential economic loss.
- 7.3 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.

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

- 8.1 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



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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 part is involved shall also be considered as ground for relief.

- 8.2 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.
- 8.3 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.
- 8.4 If grounds for relief pursuant to this Clause 8 prevent the Buyer from fulfilling its obligations, the Buyer shall compensate Öhlins for expenses incurred in securing and protecting the Product.
- 8.5 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 8.1.

### **9. Reservation of changes**

- 9.1 Öhlins is entitled to change these General Conditions with an appropriate notice period.
- 9.2 Öhlins shall have this right only if the changes are reasonable for the Buyer, taking into account the interests of Öhlins.
- 9.3 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.
- 9.4 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.
- 9.5 If the Buyer objects to the changes in these General Conditions, Öhlins reserves the right to terminate the contract.



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### 10. Disputes and Applicable Law

- 10.1 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.
- 10.2 The arbitration shall be held in Stockholm.
- 10.3 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