

GENERAL CONDITIONS OF SALE

These General Conditions shall apply to any sale of any goods, equipment or products made by Skultuna Flexible AB or Induflex NV (the "Supplier") to a buyer (the "Purchaser"). Any modification or deviation from them must be agreed in writing.

Any object(s) to be supplied under these General Conditions are hereinafter referred to as the Product(s).

1. These general terms and conditions shall apply to sale of the Products and any terms and conditions referred to by the Purchaser are explicitly rejected.
2. All quotations are binding for eight (8) days from the date of issuance. Binding orders are subject to written order confirmation from the Supplier.
3. Any increase in customs duties, taxes or other official charges, which results in increased costs for Supplier, entitles Supplier to increase the offered or agreed price of the Products.
4. The Supplier shall not be liable for any infringement of any intellectual property right, including but not limited to patents, copyrights, trademarks, protection of patterns or designs, etc., of any third party.
5. The Supplier will endeavour to advise and assist the Purchaser in selecting the most suitable material for the Products, and will provide reasonable quantities of sample material for testing. However, the Purchaser shall be responsible for the testing as well as the selection of material, unless otherwise agreed in writing.
6. The Purchaser is aware that properties and characteristics of the material may vary within certain tolerances. Consequently, the Supplier does not guarantee that the actual supplies correspond to the samples, in the sense that they are completely identical with the sample supplied. Unless otherwise explicitly agreed in writing, the Products will be considered to be according to what is agreed, if the characteristics are within the tolerances normally prevailing in the trade.
7. Delivery times stated are only approximate until definite delivery times have been agreed upon. Costs for packaging and pallets is not included in the prices unless explicitly agreed upon.
8. Reproduction material, such as drawings, printing blocks (rubber plates), photographic material, film and gravure cylinders, shall be the property of the party who has paid the production costs. Only in the event that the Purchaser has paid all costs will such material and equipment be delivered to him on request. The Supplier shall be obliged to store such materials and equipment for a period not longer than two years, no matter who has paid the production costs, and to affect the necessary insurances. If the materials or equipment are the property of the Purchaser, the Purchaser shall pay the premiums of the above insurances.
9. Products supplied containing material within the following tolerances: for quantity: +/-10% (a tolerance of +/- 100 kg is however always permissible); for thickness and substance +/- 10%, shall not be considered or deemed to be defect or nonconforming with the contract.
10. Products supplied shall not be considered or deemed to be defect or nonconforming with the contract if the defect part of the Product does not exceed five per cent of the supplied quantity.
The Supplier's liability is limited to defects, which appear within a period of 6 months from delivery. In case of a claim based on a defect of the Products which have been approved by the Supplier, Supplier may choose to either replace the defective Product or reimburse the Purchaser with the amount paid for the defect Product.
11. The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect erection or faulty repair by the Purchaser, or by alterations carried out without the Supplier's consent in writing, or for any defects or deformation to which the Products may be exposed when the Product have left the Supplier's factory or warehouse, such as blocking, drying up, creasing or the like, produced during the packaging process, storing, distribution or as a result of climatic conditions and other circumstances beyond the Supplier's control.
12. The Supplier does not accept any liability for the use of the Products for any particular purpose. The technical or other information given the the Buyer is based on experience and only provided for information purposes and shall not be deemed to constitute any claim of fitness for a particular purpose or guarantee.
13. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).

The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

In addition to Section 1 – 13 above, Orgalime 2000 shall apply.

In case of any discrepancies between Section 1 – 13 above and Orgalime 2000, Section 1 – 13 shall always prevail.

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