



## **GENERAL CONDITIONS OF SALES AND DELIVERY**

### **GENERAL**

1. These conditions shall apply to all quotations and agreements for purchase/sale of goods and/or on the instruction of Busmarket Sweden AB.
2. Additions or exceptions to these conditions must be agreed in writing; these additions and exceptions shall only apply for the agreement for which they are made.
3. The rights and obligations arising from agreements between Busmarket Sweden and the customer may not be transferred by the customer to third parties, except with the written consent of Busmarket Sweden.

### **QUOTATIONS**

- All quotations shall be without obligation and shall be valid for a period of 30 days, unless otherwise agreed in writing. A quotation which contains a time-limit may nevertheless be revoked by Busmarket Sweden, even after receipt of order, provided this is done within 5 days.

### **AGREEMENTS**

- An agreement shall only be deemed to have been legally concluded after Busmarket Sweden has confirmed the order in writing or a start has been made on the execution of the order. The contents of the agreement shall be determined by the proposal and/or confirmation of order of Busmarket Sweden and these general conditions.

### **PRICES**

1. All price quotations and prices which Busmarket Sweden charges are prices applicable at the time of the quotation or of the conclusion of the agreement ex works in Huddinge, excluding VAT and other costs attaching to the agreement, such as levies and tariffs.
2. Where after making a quotation a change occurs to one of the factors determining the price, Busmarket Sweden shall be entitled to adjust the prices accordingly, even where the agreement has in the meantime been concluded.
3. Price revisions of more than 10 % shall give the client the right to cancel the agreement, provided this is done in writing and within seven days of receipt of our notification thereof. A cancellation as indicated above shall not give the client any right to compensation for any damage whatsoever.

### **PAYMENT**

1. The customer shall be obliged to pay all invoices before delivery of the goods in question or before the work in question is carried out (payment in advance). Unless otherwise agreed in writing.
2. Where invoices are not paid in cash in accordance with article PAYMENT, paragraph A, the customer shall be in default simply by the passing of the agreed payment date, without any notification of default being required for this, irrespective of whether the exceeding of such payment date is the default of the customer.
3. Notwithstanding the other rights accruing to it, Busmarket Sweden shall then be authorised to charge interest on the outstanding amount of 1 % per month or part of the month, chargeable from the due date in question.
4. All extrajudicial and judicial costs incurred by Busmarket Sweden by virtue of a dispute with the customer, both as plaintiff and as defendant, shall be for the account of the client. The judicial collection costs on the actual amount paid for the proceedings by Busmarket Sweden, even where this exceeds the liquidated costs of the proceedings.
5. Incoming payments shall serve to settle the longest outstanding items - including interests and costs - even where the customer states otherwise in this respect.
6. In case of late payment any adverse exchange rate difference shall be for account of the customer. Reference dates are the due date of the invoice and the date on which it is paid.

### **DELIVERY TIME, DELIVERY RISK**

1. The time of delivery mentioned or agreed in the quotation and/or confirmation of the order shall not be regarded as a deadline, not even if this is expressly accepted by client. In case of late delivery, Busmarket Sweden shall only be in default after written notification of default. Time of delivery shall also be understood as time of repair.
2. The time of delivery mentioned or agreed shall in any case, but not exclusively, be automatically extended by the period(s) during which:
  - there is a delay in the supply and/or dispatch and/or of any other circumstance temporarily holding up the execution, irrespective of whether this can be blamed on Busmarket Sweden;

- the customer defaults in one or more obligations towards Busmarket Sweden or there is a justified fear that he will default in these, irrespective of whether the reasons for this are justified or not;
  - the customer does not put Busmarket Sweden in a position to execute the agreement; this situation occurs among other things where the customer remains in default of notifying the place of delivery or making available data, goods or facilities necessary for the execution .
3. Delivery in Sweden shall be carried out ex works in Huddinge, unless otherwise agreed in writing. All goods shall be transported for account and risk of the client, even where the dispatch is made carriage paid.
  4. Where Busmarket Sweden on request of the client is responsible for the dispatch of the goods or where the agreed parity of the ICC Incoterms lays this responsibility on Busmarket Sweden, the time, method of dispatch and dispatch route shall be its choice. Transport insurance shall only be taken out by Busmarket Sweden on the expressive request of the customer; all costs relating to this shall be for the customers account.
  5. Delivery shall be deemed to have taken place at the time when the goods are made available to the customer by Busmarket Sweden. Where the customer does not take the goods, they shall be stored for his account and risk or sold by Busmarket Sweden. Busmarket Sweden shall be entitled to recover its claim from the proceeds.
  6. Delivery outside Sweden shall be carried out Ex Works (EXW) Incoterms 2000, unless one of the other Incoterms of the International Chamber of Commerce (ICC), Edition 2000, is agreed.
  7. Partial deliveries shall be permitted.

## **GUARANTEE/CLAIM**

1. The goods supplied by Busmarket Sweden shall meet the specifications as set out in the corresponding purchase contract. No guarantee shall be given, unless otherwise indicated in the purchase contract.
2. Where the customer calls upon the guarantee given by Busmarket Sweden in the corresponding purchase agreement or makes a claim, Busmarket Sweden shall assess the guarantee or complaint and if necessary settle taking into account what is provided in the purchase contract in this respect. Guarantee claims may not be transferred to third parties.
3. On pain of claiming lapse of its right, the customer must notify Busmarket Sweden in writing of any complaints relating to the level of the invoiced amount, visible deficiencies in the goods delivered within 3 days after receipt or delivery, giving an accurate description of the complaints. For all other claims a period of 5 days after the defects became known or should have become known shall apply. The goods in question must be made available to Busmarket Sweden for examination upon first request.
4. Claim is not possible where:
  - the goods have been used for a purpose other than that for which they are normally intended or in the opinion of Busmarket Sweden they have been used or transported injudiciously or have been repaired by the client or a third party;
  - the damage has been caused by negligence of the client (for example by insufficient maintenance) or by the client having acted contrary to instructions, indications and advice of Busmarket Sweden.
  - the customer has not fulfilled his obligations towards Busmaket Sweden (both financially and otherwise).
5. Should the customer make a claim taking into account the provisions of this article and his claim will be found to be justified by Busmarket Sweden, Busmarket Sweden shall at its discretion, replace the goods involved free of charge (after which the replaced goods shall become his property) or repair them or give a price reduction.
6. The handling of a claim shall not suspend the payment obligation of the client.
7. Where apart from the cases described above consideration is given to a complaint, this shall be carried out entirely without obligation and the client may not derive any rights from it.

## **INSPECTION**

- The customer shall have the right, for own account, to inspect the goods before delivery at a time and place determined by Busmarket Sweden.

## **NON-FULFILMENT & CANCELLATION & SUSPENSION**

1. Busmarket Sweden shall be authorised to cancel the agreement in full or in part or to suspend the execution, with immediate effect, without judicial intervention, notwithstanding the other rights to which it is entitled (to fulfilment and/or compensation), where:
  - the customer acts in contravention of any of the agreement between parties;
  - the customer applies for suspension of payment or makes an application for adjudication of bankruptcy;
  - bankruptcy of the customer has been applied for;
  - the business of the customer is shut down or liquidated;
  - a private agreement is offered.

In these cases any claim against the customer shall be immediately payable, without Busmarket Sweden being held to any compensation or guarantee.

2. The provision of paragraph A of this article shall be applicable accordingly where the customer after being invited to do so in writing, has not provided security which is suitable in the view of Busmarket Sweden within seven days.
3. In the event that the customer exceeds the term of payment and/or receipt by more than fourteen days, without being obliged to issue any further notice Busmarket Sweden is entitled to resell the goods sold to the customer, in which case the customer forfeits any down payment made to Busmarket Sweden as compensation for losses incurred, unless the customer is able to prove that the losses incurred by Busmarket Sweden are less than the down payment.

## **RESERVATION OF TITLE**

1. Delivery shall be carried out on reservation of title. This reservation shall apply with regard to claims to payment of all goods delivered or to be delivered by Busmarket Sweden to the customer by virtue of any agreement and/or work carried out within the framework of delivery as well as for claims for the default of the customer in the fulfilment of these agreements.
2. Busmarket Sweden shall be authorised in the cases mentioned I article NON-FULFILMENT & CANCELLATION & SUSPENSION to take back the goods delivered which have remained its property in accordance with the previous paragraph. Such taking back shall be deemed to be cancellation of the agreement(s) signed with the customer. The customer shall authorise Busmarket Sweden where necessary irrevocably to remove the goods in question (have the goods in question removed) from where they are located.
3. The customer shall be authorised, where and in so far is necessary by virtue of the normal execution of his business, to have disposal of the goods on which the reservation of title rests. Should the customer make use of this authority, he shall be obliged only to deliver the goods on which the reservation of title rests to third parties also only on reservation of the titles to ownership of Busmarket Sweden. He shall also be obliged to grant Busmarket Sweden on first request a non-possessory lien on the claims which he has or shall obtain on these third parties. Should the client refuse this, this provision shall be deemed to be an irrevocable power of attorney to Busmarket Sweden to bring this lien into being.

## **RETENTION RIGHT**

- Busmarket Sweden shall be authorised to suspend the fulfilment of the obligation to deliver goods of the customer, which he has in his possession by virtue of the order, until the claim of Busmarket Sweden with regard to these goods has been paid in full including interests and costs.

## **PART - EXCHANGE**

- Where the customer continues to use a part - exchanged motor vehicle in anticipation of the delivery of the motor vehicle ordered by him, all costs of the first mentioned motor vehicle and any diminution in value thereof shall be for his account.

## **LIABILITY**

1. Busmarket Sweden shall not be liable for damage caused as a result of any default in the fulfilment of its obligation(s) towards the customer. The fulfilment of the obligations under guarantee/claim as described in article GUARANTEE/CLAIM shall apply as sole and full compensation. Any other claim for compensation, including claims for trading losses (losses due to stoppage, loss of income and any other consequential losses of whatever nature) and losses incurred as a result of liability in relation to third parties are also expressly excluded, unless intent or gross negligence by Busmarket Sweden or managerial subordinates is involved.
2. Busmarket Sweden shall also not be liable for intent or (gross) negligence of (non - managerial) subordinates or of others which it has called in by virtue of the execution of the agreement.
3. Busmarket Sweden shall not accept any liability for advice given by or on behalf of it.
4. Busmarket Sweden shall not be liable for damage to motor vehicles of third parties which are located on its site.

## **FORCE MAJEURE**

- Force majeure shall be understood in the sense of these general conditions to be any circumstance outside the will and agency of Busmarket Sweden, whether or not foreseeable at the time of entering into the agreement, as a result of which fulfilment may not reasonably be demanded of Busmarket Sweden, such as war, government measures, lack of raw materials, factory or transport disruptions of any nature whatever, strikes, lock-out or lack of personell, quarantine, epidemics, hold-ups due to frost, default of third parties called in by Busmarket Sweden for the execution of the agreement, etc.

## **PARTIAL NULLITY**

- Should one or more provisions from this agreement with the customer not be or not be entirely legally valid, the other provisions shall be fully maintained. Instead of the invalid provisions a suitable regulation shall apply which comes as close as possible to the intention of parties and the economic result sought after by them in a legally effective way.

## **GOVERNING LAW AND ARBITRATION**

- These General Conditions of Sales and Delivery as well as tenders and contracts based thereon shall be construed according to Swedish law and shall be governed by Swedish law. Disputes in connection with these general conditions of Sales and Delivery as well as tenders and contracts governed thereby shall not be taken to a court of law but shall be finally settled by arbitration in Sweden according to Swedish law. However, if chosen by the Company, the governing law and competent courts shall be those of the country of the Purchaser in the event of any debt of the Purchaser owed and not paid to the Company.