

1. Preamble

These General Conditions shall apply when the parties firstly agreed in writing or otherwise thereto. When these General Conditions are not applicable the General Conditions NL 01 will apply and thereafter the Swedish Law of Trade. Not considering where the Seller in the order confirmation or i.e. are calling for a clause that are in conflict with Ramo AB, herein after referred to as Ramo, General Conditions for Supply, the Ramo General Conditions will apply even if Ramo have not objected to this Clause. Only in cases where a signed written Agreement has been made may other General Conditions be applied.

2. Shipping Documents

The delivery note must contain information of the receiving party and the goods marking according to Purchase Order. Waybill and external packing shall have identical marking. Delivery note shall be sent with the forwarder, except at Railway transports when it shall be mailed to the receiving party. Delivery note shall always be packed with the goods and contain Ramo Item number and Purchase Order number. The delivery note may only contain information about goods according to the Purchase Order. If goods are sent together with goods from other Purchase Orders a separate delivery note shall be sent for each Purchase Order.

3. Invoice

The Invoice may only include items stated on the Purchase Order and shall be sent to the address given on the Purchase order after the delivery has been made. The Invoice shall always contain Ramo Purchase Order number and item number.

4. Payment terms

The Payment period starts from the date of the arrival of the Invoice with the condition that the goods has arrived at the by Ramo assigned delivery address on the given delivery date or the actual delivery date, which ever occurs latest.

5. Delivery time

By delivery time is meant the day/week when the delivery shall be made at given delivery address according to the Purchase Order. Ramo conditions are that the delivery time will be fulfilling 100%. Ramo reserves the right whenever they seem fit to adjust delivery times and quantities. The other party in writing shall immediately report any circumstance that may effect to change the deliveries.

6. Prices

The Prices shall be firm by Agreement unless something else been agreed in the Purchase Order. The prices established in the Order do not include Value Added Tax

7. Terms of Trade

The Terms of Trade at the time of order applied by the parties shall be interpreted according to the valid Incoterms at that time.

8. Insurance

The Seller is liable to keep any Equipment including tooling and packaging, which are provided or paid by Ramo, insured to an adequate amount. If the Seller has not fulfilled his obligations then Ramo reserves the right to provide insurance on behalf of the Seller and on his account.

9. Confidentiality

Any design, sample, drawing, plan, program, disc or similar or other information that has been provided by Ramo are confidential and may not be used to any other purpose than to fulfil Ramo Purchase order. Any of them may not be presented to or be used by others, than the Sellers personnel, that are directly involved in the fulfilment of the Purchase Order. After all the Purchase Orders have been fulfilled or at any earlier point of time Ramo wishes, the Seller shall return all drawings and copies, which he received from Ramo. Copies that the Seller has produced by himself or have let made shall in these cases immediately be destructed.

10. The delivery

The delivery shall be made according to Ramo instructions. Ramo has no liability for quantities, which has been delivered exceeding the called of quantities and reserves the right to return these on the behalf of the Seller at his account. Any extraordinary freight costs caused by delayed deliveries to what was earlier confirmed shall be on the Sellers account.

11. Material provided by Ramo

Materials provided by Ramo, are Ramo property and shall be stored separated from any other material.

12. Tooling, models etc.

When Ramo provides tooling, models, dyes or other for the manufacturing necessary equipment, the Seller shall after adequate control issue Ramo a certificate of possession. This will also apply when Ramo pays by the Seller owned or ordered equipment. Any such Equipment shall be taken care of by the Seller in such way that it will always be in functional condition, be marked and stored in a way that Ramos ownership will not be questioned. Insurance, see paragraph 8. The Equipment may not be used for manufacturing to any other account. In case an Agreement for continuous manufacturing cannot be reached Ramo owns the right to reclaim the possession of the Equipment. The Seller may not without written approval by Ramo scrap Ramo owned Equipment.

13. Quality requirement

Any Ordered items shall conform to all requirements stated in the Purchase Order and This applies also to such requirements, which are considered to meet normal trade or technical practice. Ramos request for instance raw material, material, machining, treatments; surface treatment, inspections and quality control shall be thoroughly fulfilled.

14. Quality Control

Before each delivery, the Seller shall ensure that adequate quality controls have been done. Agreed documentation shall always be attached to the delivery documents. Any suspected or occurred disturbances that may affect the agreed quality shall immediately be reported to Ramo Quality Assurance before delivery.

15. MS "Master sample"

The Seller shall at request supply MS, which shall be approved before any delivery. Have MS regarding a design provided by Ramo been approved the Seller may not make any adaptations that will alter the design. Have MS regarding a design not provided by Ramo been approved and the Seller thereafter during a Supply Agreement in any way alter the approved specification or alter manufacturing procedures by for instance change in material, method, transfer of manufacturing to another plant, exchange of machines or tooling shall the Seller deliver a new MS for approval.

16. Control of manufacturing

Ramo shall whenever he wishes to enter to the Sellers facilities to study and analyse manufacturing, quality, environment and control functions, which are required to control the properties of the delivery. The Sellers shall reserve this right to control also to their sub-supplier for Ramo.

17. Defects

Item that are considered defect will be rejected by Ramo and by this reserve the right to either terminate the Purchase Order for the delivery batch in question or request a replacement delivery. The rejected batch will be returned after information to the Seller and his account. Ramo reserves however the right to sort out defect items out of such a delivery batch on the Sellers account. Ramo shall on the Sellers account either return defect items to the Seller and Ramo has there by the right to deduct from the Purchase amount or by him self adjust the defect items. Ramo reserves the right to claim for defect items when ever they are detected not considering if they are part of an approved delivery batch or not. Payment may not be considered as an approval of the delivery.

18. Claim cost

If a defect item is delivered to Ramo, there will be an administrative fee of 500: -SEK to be charged of the Seller for each such delivery case. This fee will be charged exceeding the costs described in paragraph 17.

19. Storage, packaging, packing and transport

The Sellers shall thoroughly follow Ramo instructions regarding storage, packaging, packing, transport and treatment against corrosion. The Seller is responsible for defects caused by non-conformance to instructions.

20. Patents i.e.

The Seller guarantee Ramo that by using delivered goods will not make any intrusion in any patent, brand, pattern or other non material right and the Sellers shall indemnify and keep Ramo harmless from anything Ramo may be forced to compensate due to such intrusion including representation costs. This will not apply to item designed by Ramo. If claims are directed toward Ramo due to intrusion in above-mentioned rights, Ramo shall inform the Seller there of. The Seller shall there by actively assist Ramo to present their case and if necessary or appropriate step in as part in court case on the defending Ramo side.

21. Delays

In case the delivery is not performed in the stipulated time Ramo owns the right to liquidated damages. Unless there has been another Agreement shall the following liquidated damages be payable at a rate 0,5% per week of the part of the purchase that are delayed. If this mean that some by the Seller already delivered items can not be utilized the liquidated damages will also be calculated for this part of the purchase. Liquidated damages will be calculated for each completed week of delay from the date the delivery should have taken place and shall not exceed 7,5 % of this part of the purchase price. Regardless if liquidated damages have been demanded and paid for Ramo reserves the right to terminate the Purchase Order due to the occurred.

22. Liability for defects

The Seller is liable for defects or nonconformity resulting from faulty material, workmanship or design in delivered products and items which appear within 36 months from the delivery date, if any other time period has not been agreed and shall remedy Ramo for the value of the product with addition for costs which incurred directly or indirectly due to the defect product including costs for withdrawal of products. In case a hidden defect has been detected within the warranty period the Seller will be liable for similar defects even if the defects are detected after warranty period in products delivered according to agreement. The Seller shall also be liable for claims against Ramo from customer and shall wherever a product delivered by the Seller causes the claim, the Seller shall remedy Ramo with the same amount.

23. Environmental precaution

The Seller commit him self to use environmental precaution at design, choice of material, manufacturing and transport. Applicable law and rules shall be followed and respected. The Seller may not use any of the substances that are regulated according to EU or other rules such as the RoHS directive.

24. Product liability

The Seller shall take out and maintain suitable product liability insurance for delivered products. In case of regress suit as consequence of product liability claims from a third part, shall liability succession between the parties be distributed by the principle of the causing part.

25. Transfer

The Seller may not delegate or transfer his obligations toward Ramo completely or in part without Ramo written consent. In case Ramo allows the Seller to sub-contract any third part to fulfil his obligations toward Ramo the Seller shall make sure in that the third part in a confiding way will be able to fulfil his obligations. This will not free the Seller from his obligations toward Ramo. New MS will be required according to pg 16.

26. Certificate of origin

The Seller commit to:
-Deliver correct Certificate of origin whenever Ramo requests this;
-In writing notify Ramo about occurred changes regarding the certificate of origin;
On request by a qualified authority prove the authenticity of such Certificate of origin. In case of the certificate of origin is not authentic the Seller shall remedy Ramo of all damages caused by this.

27. Disputes resolution

In the event of disputes regarding any of the above paragraphs shall this be settled in Swedish court of law according to Swedish law. The parties reserve no right to call for international trade laws, rules and convention. All disputes caused by the agreement, there to this amended regulation, disputes regarding therein mentioned and there to include juridical circumstances with anything therein that are in connection shall be brought under the courts trial. The Court shall take place in Värnamo, Sweden.