



General Conditions of Supply

ELME Spreader September 2017

General

In these General Conditions of Supply, "Supplier" means ELME Spreader AB, 556185-6682; "Purchaser" means any person or entity purchasing a product from Supplier; "Contract" means any agreement to the effect that Purchaser shall purchase any product(-s) from Supplier; "Product(s)" means any product sold by Supplier.

These General Conditions shall govern any sale and delivery and any offer made by Supplier. No variation to these General Conditions shall be binding unless agreed in writing and signed by the authorized representatives of the Supplier.

A Contract is deemed concluded only after Supplier has confirmed the order in writing or upon carrying out the order.

To the extent not agreed otherwise in the Contract or in these General Conditions, Orgalime S2012 "General Conditions for the Supply of Mechanical, Electrical and Electronic Products" will apply.

In the event of any inconsistency between the documents forming part of the Contract, the following order of priority shall apply:

1. The written agreement between the parties
2. Supplier's order confirmation and documents (if any) incorporated
3. These General Conditions
4. Orgalime S2012 "General Conditions for the Supply of Mechanical, Electrical and Electronic Products" and
5. The order of the Purchaser

Purchaser's obligations

Purchaser shall at its own cost unload, install and commission the Product.

Purchaser shall at its own cost maintain and repair the Product throughout its lifetime.

Purchaser shall ensure that Purchaser or any subcontractor has the necessary knowledge and ability to take care of the work described above.

Purchaser shall purchase spare parts to the Product from the Supplier and, when applicable, resell to the end user.

Purchaser shall ensure that defective parts that have been replaced are available for investigation for minimum two (2) months.

In connection with the remedying of defects, Purchaser shall ensure that the Product or the defective part thereof is delivered to Supplier when requested. Such transport shall be at the risk and expense of the Purchaser.

Supplier's obligations

Supplier shall provide an Installation, Commissioning, Operating and Maintenance manual in electronic pdf-format in English language at the delivery.

Supplier shall be able to provide spare parts within 10 years after delivery of the Product.

Supplier shall provide technical support and guidance from its offices.

Supplier shall provide training courses for installation, commissioning and maintenance from its Offices. The training courses will be free of charge during the first year (12 months) from delivery of a Product, and thereafter charged according to the Supplier's current price list. Travel and hotel costs related to the Purchaser's personnel shall be borne by the Purchaser.

Liability for defects

Supplier's liability shall be limited to defects which appear within 2000 working hours, 12 months operation of the Product or 18 months from delivery of the Product, whichever occurs first.

If a defect appears within the period established above, the Supplier shall at his own choice repair or make a new component available free of charge at the site of the operation of the Product. Supplier has no other liability in case of a defect.

In case of repair of a component, the Supplier may demand that the Purchaser shall dismantle, repair and re-install the component in accordance with the Supplier's instruction; the Supplier will compensate the Purchaser for the repair with the standard work hours from the Supplier and the Supplier's standard hourly rates for the country of the End User.

In case of Supplier providing a new component, the Purchaser shall at his own cost replace the component.

Supplier will not be liable for any defects if non original components are used or the maintenance instructions in the Supplier's manual have not been carried out completely and in due time.

Supplier will not be liable for any defects if the Product has not been stored in accordance with the Supplier's guidelines.

For the avoidance of doubt, the Supplier's liability for defects is also limited in accordance with Orgalime S2012.

Notice of defects

Purchaser shall without undue delay notify Supplier in writing of any defect which appears. Such notice shall under no circumstances be transmitted later than 6 weeks after the defect was detected.

The notice shall be made on the ELME Warranty Claim Form and contain a description of the defect and the other information requested in the form. If requested by Supplier, Purchaser shall provide Supplier with the complete maintenance log.

If the Purchaser fails to provide notice in the manner and within the time stated in these General Conditions, the Purchaser shall lose his right to invoke any claim based on the defect.

Communications

All communications between the Purchaser and the Supplier shall be in writing in the English language.

Arbitration

Arbitration proceedings shall be held in Copenhagen in English language.