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**Motorart part of BRANDON AB**

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**GENERAL TERMS OF DELIVERY**

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- 1. Applicability**

Motorart part of Brandon AB refers herein to Motorart. These general terms of delivery shall be applicable to all purchase contracts entered between Motorart and entrepreneurs.
- 2. Delivery time**

If the item/product ordered is in stock, it will normally be delivered approximately two weeks after receipt of the order.
- 3. Terms and method of delivery , Freight costs**
  - 3.1 Delivery shall be "Free Carrier (FCA) Göteborg. Interpretation of this term shall be in accordance with INCOTERMS valid at the time of entering the agreement.
  - 3.2 By order of the Purchaser, Motorart undertakes to arrange freight of the goods via an independent forwarder. Freight of the goods shall be at the Purchaser's risk and cost.
- 4. Packaging materials**

Motorart shall ensure that the packaging material is such that the goods are satisfactorily protected during transport against damage, corrosion and contamination.
- 5. Prices**
  - 5.1 The prices quoted in Motorart's order confirmation shall apply for Motorart's delivery of ordered goods.
  - 5.2 All prices are quoted exclusive of value-added tax, customs duties, taxes, freight charges and the like.
- 6. Payment**
  - 6.1 Payment shall be made in accordance to the Stated terms of payment.
  - 6.2 Penalty interest on overdue payments will be invoiced at an annual of 14 percent.
- 7. Liability for defects**
  - 7.1 The Purchaser shall, within a reasonable time after which any defect has or should have been discovered enter a claim in writing to Motorart. Should the purchaser fail enter such a claim within two (2) months , the right to invoke the defect is thereby forfeited.
  - 7.2 In the event of a defect occurring Motorart shall be given due opportunity to effect a redelivery.
  - 7.3 Should Motorart be found liable, payment for direct damages shall be limited to an amount not exceeding three basic amounts, in accordance with the National Insurance Act, 1962:381.
- 8. Force Majeure-**
  - 8.1 Party shall be discharged from liability for failure to fulfil certain obligations in accordance with this agreement if such failure is due to conditions or events that prevent, make difficult or delay fulfillment thereof. Such conditions or events shall include but not be limited to actions or failure to act by governmental agency, new or altered legislation, strikes, fire, floods or major accidents.
  - 8.2 A party claiming discharge according to section 9.1 above shall give notification to the other party without delay.
- 9. Personal information**

Motorart, Celsiusgatan 10, 418 21 Göteborg, Sweden, SE556447039001 is responsible for the personal information provided by the purchaser. The information will be used to enable Motorart to fulfil its obligations with regard to the Purchaser, to provide the Purchaser with satisfactory service, and for marketing purposes. Should the Purchaser require more information regarding the handling of personal information, should wish to change or correct such information or cancel direct advertising, the Purchaser should contact Motorart at the address above.
- 10. Arbitration, Governing law**
  - 10.1 Any dispute arising from this contract shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Notwithstanding the above, proceedings may be started in a general court of law in respect of delivery or work done , as long as the value concerned does not exceed two basic amounts in accordance with the National Insurance Act, 1962:381.
  - 11.2 This contract between Motorart and the Purchaser shall be governed by the substantive law of Sweden.
- 11. Changes**

Motorart reserves the right to make such changes in these general terms of delivery as it may from time to time see fit, provided that this can be accomplished without causing the Purchaser any substantial inconvenience.