

# General Terms & Conditions

## **TRELLEBORG PIPE SEALS MILFORD, INC. GENERAL TERMS AND CONDITIONS OF DELIVERY**

The following terms and conditions apply for all transactions between Trelleborg Pipe Seals Milford, Inc. ("the Seller") and the Buyer, irrespective of the Buyer's purchasing regulations, unless otherwise has been agreed in writing.

### **1. QUOTATION AND ENTRY INTO CONTRACT**

The Seller's quotation is valid for the period stated therein for acceptance of a response (order) from the Buyer. If the period of validity of the quotation has not been specifically stated, it is limited to 30 days from the quotation date. A contract is deemed to have been entered only once the Seller has issued a written order confirmation. Only the terms and conditions stated in the order confirmation apply to a purchase contract entered.

### **2. GRADUAL DELIVERY**

If the contract relates to gradual delivery, each delivery shall be regarded as a separate sale. Thus, the Buyer is not entitled to cancel the contract as a whole in the event of a delay in a part delivery or fault or failing in a part delivery. If delivery is delayed as a result of a circumstance as stated in Item 13, the Seller is entitled to delay the subsequent deliveries to a corresponding extent. If the Buyer does not supply material, information, data or other documentation at the agreed time, the Seller shall be entitled to delay the deliveries by a reasonable time in view of the circumstances.

### **3. DELAY**

If a party finds that it cannot keep to the agreed timing of a delivery (part delivery) or reception of the goods, the other party shall be informed thereof without delay. If the delay is not a consequence of a circumstance as stated in Item 13 and if the delay turns out to entail significant cost or inconvenience to the party that is not responsible for the delay, the party in question may cancel the agreement in relation to the delayed delivery. The Seller is not liable for damages for any damage caused by the delay. If a delay in delivery arises as a result of a circumstance as stated in Item 13 or as a result of any action or omission on the part of a buyer, the delivery time shall be extended by a period that may be considered reasonable in view of the circumstances in the case.

### **4. CONTROL**

If an agreement on more detailed delivery control has not been reached between the Seller and the Buyer, the goods shall be subject to the control the Seller normally carries out before delivery of such goods. Any delivery control carried out by the Seller does not absolve the Buyer in any case from the Buyer's general duty of inspection on receipt of the goods. The Buyer is obliged to inform the Seller in writing immediately and no later than 30 days after receipt of any fault or failing in the goods that the Buyer has noticed or should have noticed, on pain of the Buyer otherwise losing any rights accruing to him as a result of the fault or failing. In relation to a fault or failing that may have arisen in conjunction with transport and that can be established without difficulty, it is incumbent upon the Buyer, on pain as stated above, to inform the transporter in question and the Seller in writing of the fault or failing immediately after reception.

### **5. QUANTITY**

The agreed quantity may be exceeded or fall short by 10 %. The quantity delivered shall form the basis for charging. The agreed quantity is understood to be the total agreed quantity, irrespective of whether part deliveries are used.

### **6. PACKAGING AND DELIVERY LOCATION/RISK OF THE GOODS**

The prices stated by the Seller refer to unpackaged goods. In terms of packaging of the goods and the costs therefor, what has been agreed in the contract shall

apply. Unless otherwise has been agreed, the prices stated apply free the Seller's factory or the location where the Seller stores the agreed goods. The trading terms used shall be interpreted according to Incoterms 2010 (issued by the International Chamber of Commerce).

### **7. GUARANTEE (LIABILITY FOR FAULT)**

The Seller is liable for faults in material, construction and/or manufacture for a guarantee period of twelve (12) months from the date of delivery (handing over). If goods delivered should turn out to be subject to such fault, the Seller is obliged at its discretion to make a replacement delivery, repair or rework the goods. It is incumbent upon the Buyer immediately upon learning about a fault according to the first paragraph to inform the Seller thereof and do whatever may rest upon him in order to facilitate the Seller to fulfil its obligations. Within USA, replaced, repaired or reworked goods are delivered free to the original place of delivery. In the event of export delivery, replaced, repaired or reworked goods is delivered FOB a USA shipping port. Unless otherwise has been agreed, the Buyer shall bear the cost and take the risk of the return freight of faulty goods to the Seller's factory. Replaced, repaired or reworked goods is guaranteed on the same terms and conditions and subject to the same prerequisites as apply for the original goods, however the Seller's guarantee undertakings for replaced, repaired or reworked goods does in no case apply for longer than eighteen (18) months from the start of the original guarantee period. If new goods are delivered in exchange for faulty goods within the framework for the guarantee, the Seller is entitled to debit the Buyer for the goods delivered in exchange the price of which has been reduced in view of the service the originally delivered goods has provided. The above guarantee undertakings do not include any promise regarding the useful life of goods delivered. Information relating to weight, dimensions, capacity, price, technical and other data in catalogues, prospectuses, circulars, advertisements, image material and pricelists apply without any undertaking. Such information is binding only to the extent the contract expressly refers to it. Over and above what has been stated, the Seller does not have any liability to pay compensation for direct or indirect consequential damage and loss due to a fault in goods delivered. THE TOTAL AND AGGREGATE LIABILITY OF THE SELLER (IF ANY) UNDER OR IN CONNECTION WITH THE CONTRACT IS LIMITED TO 50 % OF THE PREVIOUS TWELVE (12) MONTH TURNOVER OF SALES BY THE SELLER TO THE BUYER. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE IN THE CONTRACT AND IRRESPECTIVE OF HOW ANY LIABILITY ARISES OR IS CLAIMED, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE AT LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THE ORDER SHALL OPERATE SO AS TO EXCLUDE OR LIMIT THE LIABILITY OF THE PARTIES FOR DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE, FOR FRAUDULENT MISREPRESENTATION OR TO THE EXTENT SUCH EXCLUSION OR LIMITATION IS NOT PERMITTED BY LAW.

### **8. PRICE ADJUSTMENT**

If a fixed price has been agreed and if, following entry into the contract, any export or import fee, tax or other similar duty is imposed or changed, or if the raw material prices or exchange rates change, the Seller may change the price to a similar extent even if the imposition of the duty or the change in the raw material price or exchange rate was not taken into account in the contract.

### **9. VALUE ADDED TAX**

The agreed price does not include value added tax.

### **10. PAYMENT**

Payment shall be received by the Seller no later than the due date. After the due date, interest on late payment is charged, calculated according to the interest rate stated on the invoice as from the due date of the invoice until payment has been received. Administration/invoicing and reminder fees are charged. If the

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Buyer fails to receive the goods on the due date for a reason for which the Seller is not responsible, payment shall still be made as if delivery had been made according to the contract.

## 11. OWNERSHIP RESERVATION

Goods delivered remain the Seller's property until they have been paid for in full. Acceptance or other undertakings are not considered as payment until fully redeemed.

## 12. INSOLVENCY, ETC.

If there is reasonable cause to assume that the Buyer will not fulfil his payment obligation, the Seller is entitled to demand cash payment or for acceptable security to be offered. If this is not done without delay, the Seller is entitled to cancel the contract, without any liability for damages, in relation to goods not delivered.

## 13. GROUNDS FOR EXEMPTION (FORCE MAJEURE)

If, as a result of a labor conflict or other circumstance outside the parties' control, such as war, decision by a public authority, considerable operational disruption at a party's premises, failure or faulty delivery from a sub-contractor, lack of raw materials or energy, the Seller's possibility of fulfilling a delivery, or the Buyer's possibility of receiving a delivery is rendered significantly more difficult, the Seller or the Buyer respectively is entitled to delay delivery for such a long period as is required in order to remove the effects of such a circumstance, provided that the circumstance could not reasonably have been taken into account when concluding the purchase or that the party could reasonably have removed the negative impact of the circumstance. If this time exceeds six months, either party is entitled to cancel the contract in full or in part in relation to the deliveries that should have taken place during the period in question. This applies even if such a circumstance as is referred to above occurs after the agreed delivery time. A party who wishes to exercise the right stated above shall without delay inform the other party thereof in writing. However, if the Buyer cancels the contract, he shall be liable to take over from the Seller at a reasonable price both materials acquired in order to fulfil the delivery and any goods completed before written notice of the cancellation reached the Seller. A party is not liable for damages in the event of a cancellation of the contract in full or in part due to a circumstance as stated in this Item.

## 14. MODELS, FORMS AND OTHER TOOLS

In the event special models, forms and other tools are required in the manufacture, the Buyer shall be charged the cost thereof, on which an agreement shall be reached between the parties before manufacture is done. Unless otherwise is agreed, such models, forms and other tools constitute the property of the Seller, but may not be used for anybody else without the Buyer's permission. If the Buyer cancels the contract due to a circumstance as stated in Items 3 or 13 and relating to the Seller's obligations, the Buyer is entitled to use such models, forms and other tools produced for the Buyer in order for another entity to manufacture the remaining number of items as per the cancelled contract. The foregoing applies with reservation for such right of use not applying in the event the design or construction of such models, forms or other tools discloses some specific know-how or other manufacturing technology company secret belonging to the Seller. During the period when the Buyer in the aforementioned case is entitled to use the models, forms and other tools, the Buyer shall be responsible for these and shall return them to the Seller in their original condition. Compensation for the right to use shall be agreed in each individual case. Forms, tools, etc. shall be stored by the Seller, who is responsible for the maintenance costs for a period of two years after the latest delivery. Once these two years have passed, the Seller is entitled to scrap or otherwise dispose of these forms, tools, etc. A prerequisite for this is, however, that the Seller has informed the Buyer in writing thereof, and that the Buyer has not made any objection thereto within one month. If the Buyer wishes the Seller to store such tools for a longer period than the above-mentioned two years, the Seller shall be entitled to reasonable remuneration for

care and insurance. During the period the Seller stores forms and other tools, the Seller shall keep these insured against fire.

## 15. PAYMENT TERMS FOR TOOLS

Payment for forms and other tools shall be paid by the Buyer in the manner and at the time stated in the agreement between the parties. If provisions governing this are lacking, then payment shall be made net in cash in conjunction with outcome samples having been delivered to and approved by the Buyer.

## 16. METAL PARTS AND OTHER INHERENT DETAILS

If metal parts or other goods shall be included in the articles ordered and thereby be supplied by the Buyer, these details shall be delivered free to the Seller's factory in the quantities and at the times stated by the Seller. Such details shall be delivered with a 10 % excess quantity in order to compensate for cassation. Metal parts and other details shall be made according to the agreed measurements and tolerances so that they fit in the forms, and the Buyer is also responsible in other respects for ensuring they are suitable for their purpose. The Buyer is responsible for direct costs incurred by the Seller as a result of delays or faults in the delivery of the metal parts.

## 17. PATENT, REGISTERED DESIGN, COPYRIGHT, ETC.

Both in the event of delivery of drawings, models or other templates provided by the Buyer and in the event the Seller undertakes the construction work, the Buyer accepts all responsibility for any infringement of third party rights due to a patent, registered design, copyright or similar. The Buyer is obliged to compensate the Seller for all costs and damage that the Seller may suffer through such infringement or any dispute thereabout. For export sales, the Seller is relieved of responsibility and compensation liability for any infringement in third party rights to a patent, registered design, copyright or similar. The foregoing also applies when one of the Seller's products is included as a component or input goods in another product.

## 18. CONSTRUCTIONS

If products are delivered in accordance with special proposals, drawings or templates, the Seller's liability is reserved to the goods delivered being made in accordance with this documentation. Unless a separate agreement has been reached, the Seller is not responsible for ensuring the goods delivered are suitable for the usage purposes originally or later intended by the Buyer. Proposals, drawings, descriptions, models or other templates, which are provided by one party to the other or an offer recipient remain the providing party's property and may not be used in any respect nor be disclosed to any third party without the providing party's permission.

## 19. OUTCOME SAMPLES

If the Buyer approves outcome samples without qualification, the Seller will not later accept any objections, provided the goods delivered corresponds to the approved outcome samples.

## 20. TOLERANCES AND GAUGES

If no separate agreement has been reached relating to tolerances, the tolerance requirements normally applied by the Seller shall apply for such goods. Any change to the tolerance requirements after the contract has been entered into requires written agreement between the parties. Special gauges and fixtures, prescribed by the Buyer for control of completed articles, shall be supplied by the Buyer.

## 21. APPLICABLE LAW

USA law shall be applicable to the purchase contract entered and legal circumstances arising therefrom.

*valid as of June 2020*