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## Svärdsjö Mekano AB - "T&C"

A description of the Supplier's stipulated "Standard", which includes i.a:

### Terms and requirements for sales of products. Information and specifications on procedures applicable to e.g. design, manufacture, deliveries, services and installations and other general information for applicable product (s).

*(applicable for product (s) stated on [page 3, 2.3. Product \(s\) applicable to this document](#))*

**i** This document (*and associated annexes etc.*) is developed and compiled by the Supplier (*Svärdsjö Mekano AB*), and informs and describes the Supplier's stipulated "**Standard**" for the current Scope of supply.



Svärdsjö Mekano AB

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**Meaning of special symbols used in this document:**

Symbol	Signification
	<b>NOTE!</b> - General information. This symbol is used to draw your attention to references and additional useful information.
	<b>ATTENTION!</b> - Important information. This symbol is used to inform the user of important information, references, additions to methods and other informative procedures, etc.

**1. Revision**

Date	Rev.	Remark	Sign.
2022.03.07	0	Document created.	P.K

**2. Document information****2.1. General data**

**File name:** STR-1\_000\_R2\_en  
**Date created:** 2021.08.18  
**Updated:** n/a  
**Revision:** 0  
**No. pages:** 23  
**Initials:** P.S

The following appellation names / items is hereinafter in this document referred to as:

(Note that other appellation names may also occur).

**Svärdsjö Mekano AB:** Contractor, Manufacturer, Seller, Supplier, Svärdsjö Mekano AB, Svärdsjö, Vendor.


**AS QT 20220307** Buyer, Customer, Purchaser, As QT

**Final Customer / user:** End customer, Final client / user, Ultimate customer.

**Both companies:** Parties, or individually as a Party.


**Product model:** Equipment, Hydraulic Container Tipper 2-Steps, HCT2S-S, Machine, Product (s), Scope of supply, Scope of delivery, Supplies, Tipper, Tipper unit, Tipper System, System.

**This Document:** Document, Main annex, Terms, Terms and conditions, Supplier terms and conditions, T&C.

-  This document may be revised as soon as all necessary details and other relevant information etc. has been agreed and finalized between the Parties. Additional conditions and requirements not currently specified in this document may possibly be added at a later time after information / agreement with the Customer, but before a Contract has been concluded between the Parties.  
For additional information regarding the current product (s), see applicable annexes on [page 23, 19. Annexes](#).


**2.2. The Parties to whom this document applies**

Supplier	Customer
<b>Svärdsjö Mekano AB</b> Bengtsheden 195 SE-790 23 Svärdsjö	<b>AS QT 002 20220307</b>

-  For further detailed contact information, [see page 23, 20. Contact information](#).

**2.3. Product (s) applicable to this document****§ 1 Scope of supply:**

- Product:** **Hydraulic Container Tipper 2-steps, (HCT2S-S)**, with integrated belt conveyor and subsequent bulk conveyor (standard version).
- Des. for hdlg. of:** Load carriers, as described in the annex: **HCT2S-S\_LOC\_R0-04\_en**.
- Quantity:** 2 pcs.
- Acc. to drawings:** **2003-170-100-2A** and **2012-205-100**.

-  For further product information, [see annexes on page 23, 19. Annexes](#).

**2.4. Lead time**

- §1** For information on lead time / delivery dates, etc., see the current quotation for the above mentioned product (s).

### 3. Preamble

- § 1 This document is developed and compiled by the Supplier (*Svärdsjö Mekano AB*), and contains information concerning the Supplier's sales specifications, terms and conditions, requirements, delivery- and installation procedures and technical specifications etc. for applicable product (*s*) described on page 3, 2.3. Product (*s*) applicable to this document, which describes and explains the Supplier's stipulated term: "**Supplier Standard**", "**Business Standard**", "**Product standard**" or simply as "**Standard**", which constitutes the applicable "**Standard**" (*requirements, terms and conditions etc.*) offered and provided by the Supplier to the Customer concerning the product (*s*) presented in this document and associated annexes (see page 23, 19. Annexes).
- § 2 The Supplier's established "**Standard**" regarding current product (*s*) is determined in terms of e.g. manufacture, design, configuration, functions, prestanda etc. solely by the Supplier, and is presented and provided to the Customer merely in accordance with this format (*i.e. "as-is"*), unless otherwise agreed.
- § 3 This document applies together with the current Quotation and Contract (*if such has been entered into*), and together with any accompanying Supplier annexes and other eventual related documents, which shall be given precedence (*priority*) ahead of the Customer's previous, current and any future written documents, oral instructions etc., regarding e.g. requirements, inquiries, terms and conditions etc. in relations to the Supplier's stipulated "**Standard**" for the current Scope of supply, unless otherwise agreed between the Parties.
- § 4 The Supplier reserves the right to add, update or modify, etc. misprints / typos, terms and conditions, requirements and other information contained in this document until a final Contract has been concluded between the Parties. The Customer will however either be informed if such additions, updates or changes, etc. which possibly will- or have been performed, or by information on page 3, 1. Revision.
- § 5 If the Customer wishes to amend anything in this document or in other associated annexes etc. that deviates from the governing "**Supplier Standard**", a detailed written request must be provided to the Supplier before an agreement is signed by the Parties. Post signing of the Contract are neither Party not entitled to amend, add, remove etc. anything in the Contract and / or associated annexes and other related documents at his own discretion, unless a written agreement has been concluded between the Parties that accepts and approves such procedures. For information of eventual acceptable changes, additions, updates etc. that deviates from the "**Supplier's Standard**" for the product (*s*) concerned, see page 12, 8.1 Variations of the Scope of supply.
- § 6 If a translation of this document is performed by either Party, shall only the **English and / or Swedish** translation of these terms be valid and advisable in the event of any inconsistency of such translation into any other language.
- § 7 This document and all associated annexes (*if any*), are the exclusive intellectual property rights (*IPR*) of Svärdsjö Mekano AB, and are supplied in strictest confidence under the expressed conditions that any reproduction, transmission, transcription etc., or storage in any type of digital and / or manual storage system, or any kind of providing or exposure for a Third Party is strictly prohibited, without express prior written consent from the Supplier. The receiver guarantees that any disclosed material shall not be used in any way detrimental to the interests of the Supplier and any Sub Supplier.
- § 8 If the Customer and the Supplier (*Parties*), in consensus enter into an agreement (*Contract*) regarding the transaction of the offered product (*s*) according to the applicable Quotation (*and associated annexes*), both Parties undertake to fully accept and relate to the Supplier's established "**Standard**", as informed and described in this document, applicable Quotation and other associated annexes.
- § 9 The Parties agrees **NOT** to disclose any information concerning the contents of this document and its annexes, as well as any other relevant documents relating to this project to any Third Party without the consent of the Supplier (*for confidential information, see page 21, 17. Confidentiality agreement (CA)*).

#### 4. Documentation (*manual / handbook*)

§ 1 The structure, design and contents, etc. of the accompanying documentation (*manual / handbook*) and associated annexes applicable for the current product (*s*) are merely provided in accordance with the Supplier's Standard, as well as in accordance with any sub suppliers standards, applicable for e.g. documentation and components etc. included in the Supplier's product (*s*).

§ 2 The Supplier is responsible for the development and maintenance of the documentation (*manual*) and its associated annexes (*if any*) etc. The manual is designed with appropriate software, and will only be delivered / transferred to the Customer in a digital format due to environmental reasons.

§ 3 The accompanying manual and associated annexes applicable for the current product (*s*) as well as any future possible updates, revisions etc. (*which is included with the delivery*), will only be delivered in **Swedish and / or the English** language.

If the Customer prefers that the documentation be delivered in "**a third language version**", can such version (*s*) be ordered from the Supplier at an additional cost.

§ 4 If a "**third language version**" of the documentation is ordered by the Customer, will the documentation be sent to a translation company after when the final version of the documentation (*Swedish and / or English version*) has been completed, which means that the cost for a "**third language version**" of the documentation will be presented to the Customer at a later time, due to the above reasons.

**Note** that all documentation etc. provided by any Third Parties and / or Sub Supplier etc. which is included in the main documentation for the current equipment, will only be provided to the Customer in the language as supplied to the Supplier by this Third Party / Sub Supplier etc.

If the Customer prefers this Third Party / Sub Supplier documentation in a language other than what is delivered to the Supplier, it is the Customer's responsibility and costs to arrange for such translation (*s*) *himself*, unless otherwise agreed.

§ 5 The supplied documentation (*manual*) for the current product (*s*), may be subject to certain amendments during the manufacturing process, due to that e.g. replacements, modifications, additions and other forms of re-configurations, improvements and updates of current features and design etc. of any of the constituent components in the system etc. may possibly be performed, meaning that an estimate cost for such translation of the documentation (*manual*) into a "third language" cannot be provided to the Customer until the manufacturing process etc. of the equipment concerned is finalized and the translation company has completed its cost assessment.

§ 6 The final documentation, in an English and / or Swedish version and possibly in a "**third language version**" (*if ordered*), will be delivered after when handover (*transfer*) of the product (*s*) to the customer has been completed, which enters into force when installation and test of the product (*s*), as well as training of operators etc. have been carried out at the installation site. A draft version (*in Swedish and / or English*) of the documentation may be provided to the Customer at an earlier stage (*if available*).

**Note:** The documentation and associated attachments are delivered in PDF format, except for the spare parts list which is delivered in XLS format.

§ 7 Written- or oral Information / instructions or other forms of training etc. of how to perform repairs- or replacement procedures of any of the components included in the product (*s*), is **NOT** included in the accompanying manual or its associated annexes, or in any other form of documentation etc.

**Note:** Only qualified technicians with correct training and sufficient knowledge are authorized to perform any form of work etc. on these specific components included in this type of product (*s*). If these regulations is not followed, the Supplier may revoke the warranty and CE-marking etc., as well as peradventure disclaim any outstanding responsibility for the product (*s*).

## 5. Installation

### 5.1. Mechanical installation of the equipment

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#### 5.1.1. Mechanical installation performed by the Supplier

- § 1 A complete Mechanical installation of current product (*s*) is being carried out by the **Supplier** (*Svärdsjö Mekano AB*), which comprises Mechanical final installation of the product (*s*) at agreed installation site, in accordance with the Supplier's standard installation procedures.
- § 2 If the estimated number of day (*s*) (*working day (s)*) for the Mechanical installation is exceeded due to circumstances **NOT caused by the Supplier**, an additional cost will be charged to the Customer based on a running cost (*current account*) per working day (*see current Quotation for price information*).
- § 3 The Supplier is responsible to provide his installation technicians with necessary equipment, e.g machines, tools, personal protective equipment etc. during the course of the installation of the equipment on site. The exception is for the equipment that the Customer is responsible for providing during the installation time (*see below*).  
Furthermore, shall the Supplier bear all costs and comply with all laws, regulations and standards for his own equipment.

## 5. Installation (Cont)

### 5.1. Mechanical installation of the equipment (Cont.)

#### 5.1.2. Mechanical installation - General information, terms and requirements

- § 1 The Supplier accepts only that the Mechanical installation process occurs at **one (1) single occasion, and at one (1) specific location**, ie. the Supplier do **NOT** accept that the Mechanical installation is being divided over a period of time at different locations, unless otherwise has been agreed between the Parties.
- § 2 The Customer is responsible for **unloading of the equipment** on the destination site (*the installation location*), and for any costs that this may entail, and for further transport and placing of the equipment at the correct location in the facility.
- § 3 The starting date for the Installation shall be determined by agreement between the Parties, and be stated in the Contract.
- § 4 The Customer is required to provide the Supplier / Supervisor with suitable and safe **lifting equipment** (*e.g. a pallet lift / pallet jack with long forks*) throughout the mechanical installation of the product (*s*).
- § 5 The Customer are at his own expense responsible to ensure that **permanent (or temporary) power outlets** are available and fully operational for each tipper unit prior to the Mechanical installation commences.
- § 6 A detailed instructions for installation procedures of the concerned product (*s*) (*machine first setup*), will **NOT** be provided by the Supplier to the Customer (*or to any other Third Party*) due to various reasons e.g liability reasons, however, if desired, can an elementary and basic summary of the product's Mechanical installation process be provided to the Customer before the installation is initiated (*Note that this is not a detailed installation information but only an informative overview of the mechanical installation procedures, and must therefore not be used as an instruction manual for installation of current products*).
- § 7 Instructions for repairs and / or replacement procedures of the tipper unit's mechanical and hydraulic components etc. is **NOT** included in the training (*nor in the related documentation*). Only a qualified technicians who possesses sufficient and correct knowledge and training are authorized to perform such work on these specific electrical components.  
**Note:** The Supplier can because of liability reasons **NOT** instruct or educate, and / or to provide the personnel (*or any other third party*) with information and instructions etc. of how to perform repairs- and / or replacement work etc. on any of the components / parts that is included in the applicable product (*s*).
- § 8 The **Supplier** shall inform the Customer no later than **one (1) month** prior to the start of the installation, with the following:
1. Name (*s*) of the Supplier's installation technician (*s*) / Supervisor.
  2. Date of arrival to the installation site, by the Supplier's installation technician (*s*) / Supervisor.
  3. All other relevant and applicable information.
- § 9 The **Customer** shall inform the Supplier no later than **one (1) month** prior to the start of the installation, with the following:
1. Address to the installation site and the name and telephone number of the contact person / persons on site.
  2. Daily working hours, and the days of the week that the installation staff may work at the installation site.
  3. Provide the Supplier with all relevant information concerning access to the installation site.
  4. The Customer shall Inform the contact person / persons in charge at the installation site all relevant information concerning the Supplier's installation technicians and / or Supervisor, such as their arrival date, names, etc.
  5. If the Customer performs the Mechanical installation (*with a Supervisor from the Supplier*), shall the Customer inform the Supplier and the person (*s*) in charge at the installation site with the Customer's installation technicians names and other relevant information.
  6. All current information concerning rules, ordinances, guidelines and laws etc. required by e.g. the Customer / End-Customer, local and state authorities (*and any other not named authorities*), that are required for the supplier's

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installation staff concerning access to the installation site.

7. If the product (s) are to be installed in a country other than Sweden, the customer shall if the supplier so requests, assist the supplier to his best of his ability with information of e.g. the laws, rules and regulations etc. that apply to border crossing and for applicable rules and regulations etc. on short-term work for the supplier's personnel in such a country, as well as on special rules and regulations etc. that apply for the supplier to gain access to the installation site.
8. Any other relevant information regarding the agreed installation to be carried out on site.

**!** If any change, additions etc. to any of the above described occurs before the installation is to begin according to agreement, it is the Customer's responsibility to immediately notify the Supplier of such change (as well as any other relevant information). If the Customer does not relate to this, the Supplier reserves the right to charge the Customer for any additional costs that such events may entail for the Supplier.

- § 10** The Supplier undertakes to provide the Customer's Project Manager with a monthly report post signing of a Contract, concerning design and production status and progress, and any other information relevant to the project's implementation from the start of production until the date of delivery of the equipment to the project site (*installation site*).

## 5. Installation (Cont.)

### 5.2. Electrical installation

#### 5.2.1. Electrical installation - General information, terms and requirements

- § 1** The electrical installation of quoted product (s) (*see applicable quotation*) is performed separately and in conjunction with the Mechanical installation by an Electrical Supplier / technician appointed by Svärdsjö Mekano AB. The electrical installation is being performed according to the appointed Electrical Supplier's standard procedures, as well as in accordance with applicable EU standard norms and regulations.

Electrical installation - General information, conditions and requirements

The electrical installation of listed products (see applicable quotation) is carried out separately and in connection with mechanical installation by an electricity supplier/technician appointed by Svärdsjö Mekano AB. The electrical installation is carried out in accordance with the standard procedures of the designated electricity supplier, as well as in accordance with applicable EU standard standards and regulations

The electrical installation is carried out separately, but in connection with the mechanical installation (as described above), which covers / includes the following:

Electrical pre-installation of input components and functional control etc.m. of the equipment that the electricity supplier performs in Svärdsjö Mekano AB's premises in Sweden before the equipment is delivered to the installation site.

Electrical final installation of the equipment carried out on site, including the installation of electrical control devices, etc., and final functional tests of the equipment

The final electrical installation and functional tests of the equipment, which are carried out on site and take place on a single occasion and in a single location (1) on a single basis, i.e. on-site and in a single location. The electricity supplier DOES NOT accept that the electrical installation m.m. is divided into a number of different occasions over a certain period of time and in different locations (unless otherwise agreed between the parties).

Note: If the estimated number of electrical installations (working days) is exceeded due to circumstances NOT caused by the electricity supplier or supplier, an additional cost will be charged to the customer based on an ongoing cost per working day (see current quote for price information).

- § 2** The Electrical installation is being performed separately, but in conjunction with the Mechanical installation (*as described above*), which covers / includes the following:
- o **Electrical pre-installation** of input components and function control etc. of the equipment performed by the Electrical Supplier at Svärdsjö Mekano AB's premises in Sweden prior to delivery of the equipment to the installation location.
  - o **Electrical final installation** of the equipment performed on site, which includes installation of electrical control devices etc., and final function tests of the equipment
- § 3** The final Electrical installation and function tests of the equipment, which is expected to comprise **one (1) working day for one (1) tipper unit**, is being performed on site and takes place at **one (1) single occasion**, and at **one (1) single location**, ie. The Electrical Supplier does **NOT** accept that the Electrical installation etc. is divided into a number of different occasions over a certain period of time, and at different locations (*unless otherwise agreed between the Parties*).
- Note:** If the estimated number of Electrical installation (*working days*) is exceeded due to circumstances **NOT** caused by **Electrical Supplier or the Supplier**, an additional cost will be charged to the Customer based on a running cost per working day (*see current Quotation for price information*).

**!** For costs for the above-described Electrical installation procedures, see current Quotation / Contract.

- § 4** Training of the Customer's personnel / operators is performed by **the Electrical Supplier** (*according to their established Standard*), which takes place immediately post- and in connection with the completed installation of the product (s) on site. The training includes handling / operation procedures, and certain important maintenance and safety information applicable for of the equipment, etc. and lasts for about one (1) hour.

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The equipment is supplied with a manual and a number of associated annexes (*documentation*) which will be used in the training of personnel / operators. Training of other groups is not included, but can be ordered at an additional cost. The manual will be used during the training to get an understanding of the equipment and its functions. The training is aimed at practical exercises by using the equipment, e.g to simulate errors and other events and situations that may arise during operation etc. The manual has been developed to be used by supervisors, maintenance staff and operators etc. to facilitate in-house training.

**Note:** The Customer is required to ensure that his representative (*s*) and / or operators and other relevant personnel to be trained are available and present at the time of when the training will take place. The Supplier(*s*) will **NOT** return to the installation site to conduct the training at a later date if these person (*s*) are not available and present at the time of training, in such a case can Customer order a later training date at an extra cost.

§ 5 Instructions for repairs and / or replacement procedures of the product (*s*) electrical components is **NOT** included in the training (*nor in the related documentation*). Only a qualified electrical technician who possesses sufficient and correct knowledge and training are authorized to perform work on these specific electrical components.

**Note:** The Supplier is **NOT** authorized to educate, and / or to provide the on-site personnel (*or any Third Party*) with information and instructions of how to perform repairs- and / or replacement work of any of the input electrical components on this type of product (*s*).

§ 6 The electric cabinet, control panel and control box **must be installed** on the same side of the tipper unit, either on the right or left side of the tipper unit. **The Customer must provide this information** to the Supplier before the start of the manufacturing process.

**Note:** If the Customer wishes, an additional control box can be installed on the opposite side from the location of the standard control box at an additional cost (*this must be informed to the Supplier prior to start of manufacturing*).

§ 7 Power supply to the equipment is **NOT** included in the Scope of supply.

§ 8 The Customer is at his own expense responsible for ensuring that all necessary electrical-, communication- and / or signal cables etc. that are to be connected to the equipment are pre-installed (*and fully functional*) prior to the date when the Electrical installation is to begin (**note: this requirement applies to each unit included in the Scope of supply**). If this requirement is not performed in time by the Customer, which results in the Supplier not being able to complete the Electrical installation (*in whole or in part*) on the installation site during the agreed original installation time / dates, the Customer can place an order from the Supplier (*or from Styrlagic AB*) at an additional cost for a complementary Electrical installation to be performed at a later agreed time / date.

§ 9 If signals are to be retrieved by the Customer from the Supplier's system / equipment, which is intended to be connected to the Customer's system, it is entirely at the Customer's expense and responsibility to perform such work.

§ 10 The tipper unit's interface to a general SCADA system is connected via a digital I/O, according to Svärdsjö Mekano AB and Styrlagic AB's standard.

§ 11 The tipper unit interfaces to the conveyor **E-stop system**.

§ 12 For information of the system's power consumption, see attached System specification / information and function description (*reduced*) as specified on page 23, 19. Annexes, pos.3.

❗ If additional information regarding the Electrical installation etc. is required, please contact the Supplier (*or Styrlagic AB*).

## 5. Installation (Cont.)

### 5.2. Electrical installation (Cont.)

#### 5.2.2. Electrical Scope of supply – Hydraulic Container Tipper 2-Steps (HCT2S-S)

§ 1 **Material PLC:** Mitsubishi FX  
**Contactors / motor protection:** Telemecanique  
**Photocells / sensor (s):** Sick

§ 2 **One tipper unit contains the following electrical components:**

- 3 pcs motor drives, 400V.
- 11 pcs photocells / sensors /
- 9 pcs solenoid valves.
- 1 pcs light barrier / light grid.
- 1 pcs emergency stop box / control box with OP panel.
- 1 pcs connector box.
- 2 pcs gate switches (breakers) for service doors.

§ 3 **Delivery description:**

**1 pc Apparatus cabinet for one tipper unit.**

1 pc Complete assembled control cabinet containing:

- Mainswitch, fuse devices, motor protection switches, contactors, power supplies for 24V=, selector switch, push buttons, indications, plinths, emergency stop relay, Op. panel (*placed in control box*), signs, etc.
- 1 pcs PLC system - type Mitsubishi FX and required IN and OUT – card (*standard programs and documentation will be used*).
- Pre-installation, commissioning and testing of the equipment on site at Svärdsjö Mekano AB's premises is included.



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- Complete Electrical installation, test of the equipment and training of personnel after completion of the installation on site is included in the Electrical Scope of supply.
- The Electrical Scope of supply is delivered with Styrlagic AB's standard design of programs and documentation.
- Electrical feed (electrical power) to the control cabinets is not included.
- Main switch is placed in the door.

**1 Additional information applicable for the Electric scope of supply:**

- Project meetings are not included in the price for the electrical Scope of supply.
- The above specified components included in the system may be replaced with similar components with the same quality and function (*or better*) during the manufacturing process of the equipment.

## 5. Installation (Cont.)

### 5.3. Additional general installation information, terms and requirements

§ 1 The product (s) concerned will be subject to a series of functionality tests at the factory (*In-House Acceptance Test "IHAT"*) in accordance with the Supplier's standard testing procedures, this to ensure that features and performances etc. are in accordance with the Supplier's standard, and in accordance with the agreement established between the Parties.

The product (s) will be subject for a **risk analysis** performed by an authorized authority / company operating within this field. Based on an approved result of this risk analysis, the product (s) will be issued with a **CE-marking** by the Supplier prior to delivery of the product (s) to the installation site.



**Note:**

If the product (s) concerned are to be installed in a country outside of the European Union (EU), where the Supplier's risk analysis and CE-marking etc. may not apply, it is the Customer's responsibility and expense to arrange for corresponding correct marking and risk analysis etc. of the product (s), in accordance with such a country's applicable rules, regulations and laws. etc., where the product (s) are to be installed and used.

This requirement also applies for the Customer if the product (s) original CE-marking, risk analysis and other applicable Supplier documents and certificates etc. for any reason in the future becomes invalid in such a country, as well as for any future upcoming regulations and requirements etc., such as legal enforceable and mandatory examinations, risk analysis, audits, inspections and certifications etc. of the concerned product (s).

§ 2 If the Customer desire to perform a **FAT (Factory Acceptance Test)** of the equipment at the Supplier's premises prior to delivery and installation of the equipment on site, shall this be agreed between the Parties prior to signing of a Contract, or at the latest two (2) weeks post signing of the Contract if requested by either Party. The FAT must follow and comply with the Supplier's standard test procedure and philosophy, and can be conducted with or without representatives from the Customer (*who is always invited to participate*).

**Note:** The date for the execution of the **FAT** procedure shall be jointly determined by the Parties on a date after signing of the Contract, but no later than one (1) month before the FAT procedure is agreed to take place.

§ 3 Upon completion of the installation procedure and testing of the product (s) on site, may a **jointly review / inspection (functionality control)** of the equipment be performed by authorized representative (s) from both Parties for acceptance of the equipment.

The purpose of this review / inspection of the equipment is to establish and determine the agreed functionality of the delivered product (s), which will verify that all project deliveries have been reviewed and approved by the Customer, and that all agreed project work has been completed, and that no further outstanding deliveries / work etc. remain to be completed by the Supplier.

The Supplier will in such case provide a "**Project Acceptance Form (PAF)**" applicable for the current equipment (*the Customer may also provide an acceptance form etc., which must be consistent with the Suppliers Standard for the equipment*), which shall be used by the Parties at the review / inspection of the equipment, where any deficiencies, approvals and other relevant information etc. shall be noted concerning the equipments functionality etc., which shall include- and embrace e.g. the equipments performance and functionality etc. in accordance with the Supplier's established Standard.

Upon completion of an approved review / inspection shall final handover (*transfer*) of the equipment from the Supplier to the Customer be considered completed.

If no review / inspection of the equipment is carried out after completion of the installation, does the Supplier assume and determine that the final **handover (transfer)** of the equipment to the Customer is fulfilled, meaning that the Customer has fully accepted all functions, performances, structures etc. of the concerned equipment is approved in accordance with the Contract, and that no other outstanding obligations regarding the delivered and installed equipment remains for the Supplier.

§ 4 The Supplier and the Customer shall both participate in the commissioning of the product (s) (*unless otherwise agreed*), which will take place immediately upon completion of the mechanical and electrical installation on-site.

§ 5 If the Customer requires that the Supplier shall participate in any form of commissioning of the product (s) on-site at a later date together with the Customer and his End customer, an extra cost will be charged to the Customer for the participation of the Supplier's representative.


§ 6 **Note:**

If for any reason the Customer by himself chooses to perform the installation of concerned equipment at the installation site, without any participation or support from the Supplier in any form, will this result in that the Supplier's all responsibilities, engagements, limited warranty and CE markings etc. for concerned product (s) will be terminated / repealed (*permanently and irrevocably*), which enters into force at the time of when the delivery and handover (*transfer*) of the equipment from the Supplier to the Customer (*which may also be determined to be retroactive*), according to the following timeframes:

- If the Supplier carries out the shipping of the product (s) to the agreed installation location, shall handover (*transfer*) of the product (s) be considered completed at the time when the Customer gains control of the product (s) at the site of delivery.
- If **EX-Works (EXW)** has been agreed between the Parties as the method of delivery, the product (s) shall be considered as handed over (*transferred*) from the Supplier to the Customer at the time when the Customer gains control of the product (s), e.g. at the Supplier's premises.


## 6. Spare parts

- § 1
1. The Supplier provides information regarding a recommended spare parts package containing the input parts / components included in the system, which are necessary for the operation of the equipment during the standard limited warranty period and beyond. The list of recommended spare parts are delivered with all relevant information according to the Suppliers standard spare parts list format.
  2. Spare parts prices for applicable product (s) applies normally for one (1) year, but may be subject for adjustments during this period due to fluctuations in market prices, as well as to other reasons and unforeseen occurrences that may arise. Any of the parts / components included in the product (s) may be subject for amendments, updated, replaced, etc. to similar components with the same- or better functions and quality etc. during the manufacturing process of the product (s). Furthermore does the Supplier reserve the right at any time to amend, correct and update the information in applicable spare parts list, which may concern e.g price adjustments, product replacements, descriptions, availability, delivery times etc. If price adjustments of any or all concerned spare parts occurs, will such adjustment follow the Supplier's and any Sub Supplier 's pricing policies in accordance with applicable EU regulations, and according to the Swedish Consumer Price Index: "**Sweden Consumer Price Index (CPI)**".
  3. The terms of delivery of spare parts is: **Incoterms® Ex Works (EXW)**, unless a different type of delivery method has been agreed between the Parties. A shipping cost will be charged if the Supplier provides the shipping of ordered spare parts (*applicable for complete or partial delivery*), In addition, a handling fee is added for all orders (**Note: no minimum amount of order (s), or additional order fee (s) than the stated terms and conditions applies for purchased spare parts**).
  4. The Supplier does not keep (*all*) applicable spare parts for the current product (s) in stock, such spare parts (*components*) can be ordered by the Customer in accordance with the terms and conditions presented in the current spare parts list, and according to the terms and conditions applicable with the Supplier's limited warranty for applicable product (s).
  5. If the Customer wishes to order spare parts, the Supplier undertakes to deliver these spare parts during the lifespan of the equipment, unless any unforeseen event occurs which the Supplier cannot influence, e.g lack of spare parts from Sub Supplier, Force Majeure events etc. The expected lifespan of this type of equipment and its components can not be calculated exactly due to factors that lays beyond the Suppliers control. However, in order to achieve maximum lifespan of this type of equipment which may be up to 20+ years, it is required that maintenance and handling etc. of the equipment is performed properly and in accordance with the instructions in the manual and associated annexes etc.
  6. Processing time for repairs, replacement, renovation, restoration, etc. of a product or any of its constituent (s) input parts cannot be exactly be estimated and thus presented to the Customer for all input components of the product (s), due to various circumstances beyond the Suppliers control etc. Our goal is however always to provide our Customers with as quick processing times for our products as possible.
  7. The Supplier reserves the right to carry out sales of spare parts related to the Scope of supply directly to the Customer's End Customer. However, if the Customer does not accept the above, a written request for refusal of such sales must be sent to the Supplier prior to a Contract has been concluded between the Parties.
  8. If the Customer chooses to obtain components that is included in the equipment directly from a Third Party Supplier (*e.g Hyd Supply AB, Forbo Siegling, Interroll, SEW, SKF, etc.*), shall the Supplier (*if possible*) assist the Customer with the needed information to enable such purchase. **Note** that the Supplier do **NOT** assist the Customer to purchase non approved components from any Supplier.
  9. The Supplier will deliver purchased spare parts with individual and unique part numbers if the Customer so desire.
  10. The spare parts list will be delivered in the XLS format, and according to the Suppliers standard.

 For information concerning recommended spare parts for the product (s), see page 23, 19. Annexes, Pos. 6.

## 7. Limited warranty for the Scope of supply and Spare parts

- § 1 For information of Svärdsjö Mekano AB's requirements, terms and conditions regarding Limited Warranty for the Scope of supply and Spare parts, see the attached document specified on page 23, 19 Annexes, Pos. 2.

 In order for the limited warranty to apply in full throughout the warranty period for purchased product (s) from the Supplier, must the **Equipment Maintenance Log (EML)** be correctly filled in by the the on-site maintenance personnel for each product after every performed mandatory maintenance procedures on the product (s), as described in the current provided warranty document.

**Note!** If this is not carried out in accordance with required regulations, the Supplier reserves the right to completely or partially cancel the warranty for the product (s).

## 8. Scope of supply

### 8.1. Variations of the Scope of supply

- § 1 The product (s) applicable for this document will be manufactured in terms of design, functions and performance etc., as well as be delivered, installed, tested etc. according to Svärdsjö Mekano AB and its Sub Supplier (s) established "Standard". The Supplier **do not** accept any requested deviations from this established "Standard" regarding e.g. re-constructions, modifications, replacement of components, additions or any other form of alterations etc. of the design, system functions and performance etc. of the equipment, unless otherwise agreed.
- The Customer (or any other Third Party) is at NO time entitled to demand any form of variations of the Supplies (as described above), but are however eligible to submit a inquiry to the Supplier of an eventual minor deviation from the product's "Standard" design if so desired. The Customer must in such case submit a written request to the Supplier prior to the start of the manufacturing process (in exceptional cases may such request possibly be accepted during the manufacturing process), which must include a detailed description and reason and extent (and any other applicable information) etc. applicable to such a request.
  - The Supplier reserves however the right to solely decide whether such an request is considered relevant and possible to implement or not. At an eventual approval by the Supplier, which leads to a change / addition to the initial agreement between the Parties, an additional charge to the Contract price may be added.
  - The Supplier assures that the rights of any Third Partys industrial property rights, such as copyrights, patent rights and other protective rights do not conflict with the intended use of the concerned equipment and therefore are not being infringed.

**Note:** Other Supplier requirements, terms and conditions than the above stated for variations in the Scope of supply may also exist.

### 8.2. Liquidation, involuntary or voluntary bankruptcy

- § 1 The Supplier warrants that in the event of liquidation, involuntary or voluntary bankruptcy, or termination of the business, the Customer may under certain circumstances gain limited access to certain applicable drawings (and any other technical specifications and documents if such exists), in order to- and at his own expence be able to manufacture certain components included in the equipment, or otherwise procure such specific components e.g. with the assistance of a qualified third party. The Supplier undertakes to mediate contact between the Customer and the Supplier's sub contractors in order for the Customer himself, and at his own expence, can purchase such components included in the product (s).

### 8.3. Contract

- § 1 The Contract (agreement) concluded between the Parties regarding applicable product (s) covered by this document and applicable Quotation and associated annexes etc., will be established (drawn up) and issued by the Supplier (Svärdsjö Mekano AB) after when the Customer has placed the order with the Supplier. In the event of e.g. a conflict, dispute, non-conformity or any other form of inconsistency or deviation, etc. between the Supplier's and the Customer's documents and / or annexes etc., shall the documents listed below shall be given precedence in the following order (priority):

1. Contract.	4. Associated Supplier annexes (as listed on page 23, 19. Annexes).
2. Quotation provided by the Supplier.	5. Customer documents (to be added at a later date).
3. Svärdsjö Mekano AB's "T&C" document (this document).	

- § 2 If the Supplier's established "Standard" (T&C) which encompasses requirements, terms and conditions etc. is not accepted, or is otherwise not complied with by the Customer post signing of the Contract, the Supplier are entitled to forthwith terminate the current Contract or any other affiliated agreement etc. concluded between the Parties if it is considered (proved) that the Customer is the cause of such a breach or due to any other form of non-compliance with the current Contract. This will in such cases result in that the Customer are not entitled to demand any financial- or any other form of compensation etc. from the Supplier or from any of his sub-suppliers etc.
- § 3 Information about the contracted price etc. for the Scope of supply is presented and stated in the current Quotation (and in the Contract).
- § 4 For supplementary contractual terms and conditions and other applicable information etc., see page 17, 13. Liability - Laws and regulations.

### 8.4. Payment terms and schedule / timetable

- § 1 Terms of payment of invoices are: **30** days net (Note: All invoice payments must be available on Svärdsjö Mekano AB's account no later than by the end of the due date for each invoice).
- § 2 Invoicing must not diverge from the agreed payment plan, unless the Parties has in writing mutually agreed on such deviation etc.
- § 3 All invoice payments must be made in **Swedish kronor (SEK)**.
- § 4 Deviations of invoice payments from the agreed and established price or format etc. regarding applicable Scope of supply are not accepted, such as: payments combined into one single payment, deductions, cash discounts or other deviations etc. from the quoted prices for the current Scope of supply.
- § 5 An interest rate of **11%** above the Swedish Central Bank's (Sveriges Riksbank) reference rate will be charged after the due date for delayed payments of the invoices specified in § 6 below. This interest rate will be applied according to statutory right and in compliance with the following EU-Directive: "Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 on combating late payment in commercial transactions". A reminder fee will also be charged in accordance with the "Swedish Interest Rates Act (1975: 635) of 16 March 2013".
- § 6 All invoice payments must be made according to the following conditions and schedule:
- **40%** after placed order of concerned product (s) by the Customer.
  - **50%** after delivery of the product (s) at the installation site.
  - **10%** after completed installation and testing of the product (s) and training of concerned operators on site.
- Note:** The final handover (transfer) of the product (s) to the Customer is completed at this date.

## 8. Scope of supply (cont.)

### 8.5. Bank guarantee (BG) / Advance Payment Guarantee (APG)

§ 1 If the Customer requests a BG/APG, the Supplier shall, at the customer's expense, issue such a warranty, if it is deemed relevant to the relevant scope of delivery. In such cases, the supplier will issue the bank guarantee through a bank determined by the supplier. In the absence of such a bank, an internationally recognised bank shall be used for this purpose.

The total maximum amount of such BG/APG shall comply with commercial fairness and relevant business practices, i.e. BG/APG shall be based on the first payment of the total contract price.

### 8.6. Termination, suspension and deviation

§ 1 Neither Party are entitled to terminate / cancel the current Contract or any other applicable Purchase Orders, etc. at its own discretion, unless it is determined to be fully justifiable and legal, or if the Parties have explicitly and jointly agreed on such termination etc. Both Parties are however entitled to claim a reasonable remuneration from the opposing Party under certain circumstances, e.g. if either Party terminates the Contract or otherwise departs from an agreement / purchase order etc., and it is proven that such a termination proceedings is an unquestionable violation of applicable law, or is not in compliance with the agreed terms and conditions as stated in the current agreement, or in any other way is considered to be in breach of legitimate and customary and correct business practices.

Therefore, on the basis of the above stated shall such termination procedures not be accepted or legitimate, and may also by extension be considered unlawfully executed. Any agreed remuneration to either Party shall be based on- and be determined in accordance at an commercially fair and relevant level.

§ 2 If, for any reason either Party intends to deviate from the contractual fixed price and / or other applicable agreed terms and conditions stated in the Contract and associated annexes and other related documents (*if any*) post signing of the Contract, e.g. by addition or deduction etc. from the Scope of supply, must such a request be produced in writing by the initiating Party to the opposing Party, must such request be produced in a detailed writing explaining the reason for such request by the initiating Party to the receiving Party, who shall investigate and determine whether such request for deviation can be accepted or not, and if the request is relevant and admissible and in compliance with the agreed terms and conditions for the Scope of supply.

Note that if both Parties consider such a request to be relevant and accepted and shall therefore be added into the Contract, shall a amendment / revision of the Contract (*and any affected accompanying annexes*) be performed by the Supplier, which shall be signed by both Parties.

§ 3 If a remuneration claim from either Party is approved, and the amount of this remuneration cannot be agreed internally between the Parties, as well as in the event of any other form of conflict, dispute or deviation etc. concerning an mutual settlement of such remuneration, both Parties are entitled to involve a Third Party (*e.g a judicial authority*), which has the authority to judge and determine the outcome of such dispute, claim etc.

## 9. Shipping / delivery information

### 9.1. Delivery - Time schedule

§ 1 The schedule for delivery of the concerned Scope of supply has been agreed between the Parties as follows:

Milestone	Date / information
• Date of order by the Customer:	The Scope of supply must be ordered before the expiration of the current Quotation.
• List of Recommended Spare Parts:	Will be provided after when all types of components in the system have been finally determined.
• Delivery of the product (s) on site:	See " <b>Lead time</b> " in the current Quotation for the Scope of supply.
• Start of Mechanical and Electrical installation on site:	The installation of the Scope of delivery will start on the date agreed between the Parties ( <i>see current Contract</i> ), which is determined to be shortly after when the product (s) have been delivered to the installation site. <b>Note:</b> the start date of the installation may be postponed in the event of incidents caused by Force Majeure events or the like.
• Final handover ( <i>transfer</i> ) to the Customer:	Enters into force immediately post completed installation, test of the equipment and training of personnel on site.
• Validity of the warranty period:	The limited warranty period for the product (s) applies for <b>24 months</b> from the date on which the delivery ( <i>transfer</i> ) of the Scope of delivery to the Supplier's Customer has been completed.

**!** **Note:** All milestones dates for the Scope of supply in this document and (*in other applicable Supplier documents*) shall be stated in the Contract. Furthermore, these dates enters into force after when the Contract has been signed by authorized representatives from both Parties.

§ 2 A detailed installation schedule for the Scope of supply must be defined and presented to the Supplier by the Customer's project manager no later than one (1) month before the product (s) arrives at the installation site.

§ 3 For information on delivery terms for the current Scope of delivery, see the current quotation.

## 9. Shipping / delivery information (cont.)

### 9.2. Packaging and Shipping Documentation

- § 1 The Supplier is responsible for ensuring that the product (s) are properly prepared (*packaged*) for shipping. The Party responsible for the shipping is liable for the product (s) from the Supplier's premises to the final destination.
- § 2 If the Customer carries out the shipping of the product (s), the Supplier undertakes to inform the Customer when the product (s) is ready to be picked up for shipping.
- § 3 If the Supplier carries out the shipping of the product (s), shall the Supplier inform the Customer in advance with all relevant information regarding the shipment, e.g. the estimated arrival date of the product (s) to the site, etc.
- § 4 The Customer is obliged to ensure that suitable unloading equipment (*e.g. truck*), and that the Customer's personnel is available and ready to perform the unloading procedure on the date of arrival of the product (s) at the agreed site, as described on [page 7, 5.1.2. Mechanical installation - General information, conditions and requirements, § 2](#).
- § 5 The delivery of the product (s) must arrive at the final destination without deterioration or other damage (s). If a harmful event has nevertheless occurred on the product (s) in connection with the transport, the Party responsible for the delivery is within a reasonable time frame obliged in a practically and financially manner rectify such a harmful event, which also applies to any **\*Force Majeure** events, where it is also the responsible Party who must rectify such an incident by applying all possible corrective measures as soon as possible.
- § 6 The Party responsible for the delivery of the product (s) must provide adequate insurance throughout the the delivery process for the product (s) from the Supplier's premises to the agreed site of delivery.

! \*For further information on **Force Majeure**, [see page 16, 12. Force Majeure](#).

### 9.3. Required shipping information

- § 1 The Customer shall provide the Supplier with the following information no later than one (1) month prior to the start of the Shipping process:
- Delivery address.
  - Contact person (s).
  - Telephone.
  - E-mail.
  - Other relevant information.

! For further information on terms of Shipping insurance, [see page 15, 10.2. Shipping insurance information](#).

### 9.4. Late delivery and fines

- § 1 If it becomes apparent- or if the Supplier suspect that the progress or completion of the Scope of supply, whether fully or partly, will- or may be become delayed, the Supplier shall forthwith give written notice to the Purchaser the following:
- The cause of the delay.
  - Steps to prevent or mitigate the delay.
  - Expected extent and impacts of the delay.
  - A revised programme, if required, in such form as Purchaser may reasonably require.
- § 2 In the event of delay in shipping of the current Scope of supply, the affected Party are entitled to demand from the causative Party the following:
- Insist and require that the causative Party for the delay concerning current order, without further delay fulfills the order.
  - Take over the delayed delivery from the causative Party after a reasonable time post delivery deadline to complete the delivery at the expense of the causative Party, which may include the participation of a qualified Third Party.
  - Inform the causative Party within a reasonable time that the Order is cancelled, fully or partly, as a result of the delay.
  - Claim compensation according to § 3 below.
- § 3 Should the responsible Party for the delivery fail to make the delivery on time as per agreement and / or as stipulated in the Contract, with exception of Force Majeure causes and other circumstances deemed to be beyond the control of the causing Party, the affected Party have the right to penalize the causative Party, but only in cases where the delivery is delayed with more than one (1) week. The penalty, however, shall not exceed 8% of the total order / Contract value of the product (s) involved in such late delivery.
- The penalty rate is charged with 0,5% of the total Order / Contract value every seven (7) days of continued delay up to the above described maximum of 8% of the total order / Contract value, with the start counting from the 8<sup>th</sup> day of the delay. Both Parties acknowledges furthermore that the above stated penalty is fair, reasonable and correct estimated in the event of a delay of the delivery of the product (s).

### 9.5. Additional shipping information

- § 1 For shipping prices etc., see applicable Quotation.
- § 2 The Supplier reserves the right to adjust the price for shipping (*if the Supplier performs the delivery*) after a Contract has been entered into between the Parties, however, this only applies if the shipping company hired by the Supplier for some reason adjusts its prices.

## 10. Insurance

### 10.1. General insurance information

§ 1 The Supplier's corporate insurance provides coverage for the equipment during the insurance period, which applies from the start of the manufacturing process and until the equipment has been handed over (*transferred*) to the Customer.

When the final installation and testing of the equipment has been carried out by the Supplier at the installation site, **shall the equipment be deemed to be handed over (transferred) from the Supplier to the Customer**, which means that the Supplier is no longer obliged to provide any form of insurance for the equipment etc. If the Customer wishes continued insurance coverage for the equipment, it is entirely the Customer's responsibility and cost to provide such insurance. If the Customer requires proof of the Supplier's corporate insurance, the Supplier must provide the Customer with a copy of this insurance certificate.

§ 2 The Supplier's insurance policy for the Scope of supply is regulated and determined in accordance with the terms and conditions as established by the Supplier's insurance company: "**Länsförsäkringar Insurance certificate policy no: 32796**", according to the following:

**Limits of liability (SEK):**

- **Each occurrence:** 10,000,000 (*ten million*).
- **Annual aggregate:** 20,000,000 (*twenty million*).

**Additional information:**

- **Policy form / coverage:** General liability, Products liability.
- **Graphical scope:** European Union.

! The above stated amounts may be subject for change depending on eventual amendments of guidelines, terms and conditions by the Supplier's Insurance company. The Supplier are not required to inform the Customer of any amendments in the company's insurance policy.

§ 3 The Supplier does **not** accept to extend or increase the insurance amount in any form for applicable product (s) other than those presented above. The Customer is therefore **not** entitled to require additional or extended insurance coverage or other variants of the Supplier's existing corporate insurance for the current Scope of supply. The Supplier does not accept any compensation claims by the Customer, End customer or any other Third party etc. for any harmful events **not** caused by the Supplier. Furthermore, the Supplier's insurance policy concerning the Scope of supply cannot exceed the maximum amounts as stated above if a claim from the Customer is being approved from the Supplier's Insurance company.

§ 4 The Supplier and his employees and any sub contractor (s) and other representatives etc. assumes no responsibility for any arisen damages to the equipment, the environment or surroundings, bodily injuries and / or death, financial losses etc., which has been caused by unauthorized or incorrect handling or any other type of inappropriate intervention etc. on the equipment by the Customer, End user (e.g. operators, maintenance personnel) or any other Third Party, in cases / occurrences which e.g. may have been caused by the following scenarios:

- intentional or unintentional infringements and failure to relate to and follow commitments and implementation of the Scope of supply in accordance with the agreed terms set out in the Contract and its associated annexes, etc., or;
- failure to comply with mandatory local rules, laws and regulations, as well as other national and international applicable legislations, or any other form of unauthorized measures etc. of the Scope of supply that violates applicable laws, or;
- malfunctions or damages to the product not resulting from defects in material, design failure etc., or;
- intentional or unintentional incorrect handling of the equipment, or;
- handling of the equipment by unauthorized personnel and / or by unauthorized modification of the equipment, or;
- damages to the equipment due to e.g. exceeding of the maximum approved load weight, use of damaged load carriers etc., or;
- failure to comply with the safety and maintenance instructions etc. specified in the associated manual applicable for the equipment etc., or;
- harmful and other disadvantageous incidents such as e.g. natural disasters, that can be determined to have been caused by. **Force Majeure-events** (*see page 16, 12. Force Majeure*).
- Infringements of any Party's intellectual property rights.

**Note:** Other circumstances than the above described examples may also form the basis for disclaimer.

§ 5 Components from Sub Suppliers included in the product (s) are covered by the Supplier's business insurance as described in § 1 – 4 above, and in some cases in accordance with the Sub Supplier's own business insurance for such concerned components.

! The Party who has demonstrably caused a harmful event etc. on any part of the Scope of supply etc. is obliged to within a reasonable time completely correct such an event himself, which may include e.g. repair / restoration of affected product (s) / environment and surroundings and / or compensate the affected Party and / or any affected Third party financially.

### 10.2. Shipping insurance information

§ 1 The Party responsible for carrying out the shipping of the concerned product (s) from the Supplier's premises (*Svärdsjö, Sweden*) to the agreed project site (*installation site*), is responsible for providing correct and sufficient insurance for the product (s) throughout the execution of the shipping process.

§ 2 If any damage (s) have occurred during the shipping of the product (s) concerned, and a claim for damages from the opposing Party has been approved for such an event by the responsible Party's insurance company, cannot the beneficiary (*or any other Third Party*) demand any additional financial compensation or any other form of damage claim from the responsible Party beyond the maximum amount covered by the shipping insurance provided by the responsible Party for the shipping of the product (s) to the installation site.

§ 3 If the Supplier performs the shipping of the equipment from the Suppliers premises to agreed installation location, it is the limited shipping insurance agreed between the Supplier and the shipping company that applies. This insurance is the only insurance the Supplier provides for this activity (*unless otherwise agreed*). In the event that a damage etc. has occurred to the equipment during transport, and the above-mentioned insurance company has approved a claim, the Customer is not entitled to demand any form of additional financial compensation, damage etc. from the insurance company or from the Supplier in addition of the amount covered by this applicable insurance.

## 11. EC Declaration of Conformity

§ 1 Svärdsjö Mekano AB designs, manufactures, deliver, installs and adapts the product (s) concerned in this document to rules and regulations in conformity with the provisions of the following EC directives:

**EC machinery directive:** 2006/42/EC

**EMC:** 2014/30/EC

**Low voltage directive:** 2014/35/EU

**Harmonized standards:** SS-EN 349+A1:2008, SS-EN 619+A1:2010, SS-EN 60204-1 (addition: SS-EN 60204-1 A1), SS-EN 614-1:2006+A1:2009, SS-EN ISO 4413:2010, SS-EN ISO 13849-1:2016 (corrected by: SS-EN ISO 13849-1:2008/AC:2009), SS-EN ISO 14119:2013, SS-EN 50581, SS-EN 60034-1, SS-EN 60204-1, SS-EN 60034-30-1 (addition: SS-EN 60034-14 A1), SS-EN 60034-5 (addition: SS-EN 60034-5 A1), SS-EN 60034-6, SS-EN 60034-11, SS-EN 61000-6-4 (addition: SS-EN 61000-6-4 A 1), SS-EN 60034-14 (addition: SS-EN 60034-14 A1), SS-EN 61000-6-2 (corrected by: SS-EN 61000-6-2 C 1), SS-EN 61439-1, SS-EN 61800-3 A1, SS-EN 60204-1(addition: SS-EN 60204-1 A1), SS-EN ISO 4413:2010, SS-EN ISO 11202:2010, SS-EN ISO 12100:2010, SS-EN ISO 13850:2015, SS-EN ISO 13855:2010, SS-EN ISO 13857:2008.

❗ The Supplier's issued **EC Declaration of Conformity** for the current product (s) may be fully or partially invalidated by the Supplier if the Customer, End user or any other Third Party, etc. performs any non-approved interventions or any other improper measure / handling etc. of the current equipment and its associated components without the Supplier's written consent, which e.g may comprise- but is not limited to any of the following interventions:

modification-, addition-, removal-, repair and maintenance procedures, replacement of original parts to non-genuine parts, incorrect installation of original components / parts, unauthorized or incorrect use of the equipment, etc.

## 12. Force Majeure

§ 1 If either Party invokes full or partial discharge by asserting protection under "**Force Majeure**" for e.g. any arisen damage etc. to the product (s), person (s), or the environment and surroundings, or for any other event that have adversely affected the Scope of supply and / or the current project in one way or another, shall the following regulations and laws apply: "**The Swedish Purchase Act (SFS 1990: 931)**" and the **European Union's (EU's)** applicable directives concerning rules and regulations applicable for "Force Majeure" incidents.

Any detrimental occurrences that can be considered to be a subject to- and is covered by Force Majeure regulations which may have caused the invoking Party in whole or partially not able to accomplish the contractual agreement between the Parties, must distinctly be proven to be an unpredictable and exceptional situation that lays beyond the the invoking Party's control, meaning that such indisputable evidence, shall be regarded as a basis of discharge for the invoking Party.

If the Parties cannot jointly decide such a matter internally, both Parties have the right to involve a judicial instance (*court of law*) etc. to resolve such a dispute. If Force majeure is determined to be the cause of such an adverse occurrence, the opposing Party is therefore not entitled to claim any financial compensation, fines, indemnity or any other form of compensation from the invoking Party in occurrences that may have been caused by- but not limited to any of the following events:

Natural disasters, war / warlike events / terrorist acts, government actions / overthrow of legally-instituted government / strike / lockout / blockade / work stoppage / epidemics / ongoing pandemics or risk of outbreaks of other expected hazardous infectious diseases etc. / various unintentional emergencies / other unavoidable and unforeseeable catastrophes and interruptions / uncontrollable delays in deliveries of components etc. for the current scope of delivery.

❗ **Note:** There may be reasons other than the examples described above which may be covered by **Force Majeure**.

§ 2 If, for any reason, either Party wishes to invoke protection under Force Majeure, e.g. for a malicious incident etc. that has occurred on applicable product (s), the environment, bodily injury, etc., and which is considered to be legal and therefore valid, must the invoking Party on the date of the incident, or as soon as possible inform the opposing Party of the nature, extent and expected duration until the invoking Party has fulfilled its obligations to remedy this malicious event / damage etc., by the use of reasonable efforts to:

- overcome the effects of the Event of Force Majeure;
- mitigate the effects of possible delays and downtime in the system etc. caused by Force Majeure, e.g through temporary use of alternative and mutually accepted equipment and / or materials, etc. and;
- ensure that normal functioning of the product (s) in accordance with this agreement is resumed as soon as it is reasonably possible and feasible, as well as that the fulfillment of the obligations to the extent possible is performed, provided that neither Party is obliged to settle any strike, lock out, work stoppage, labour dispute or any other industrial action.
- If the Force Majeure event is in progress for more than **fifteen (15)** consecutive calendar days, shall the Parties meet to discuss a possible solutions, unless otherwise agreed.

§ 3 The Supplier reserves the right to postpone an agreed installation / service etc. of concerned product (s) (*despite contractual agreement between the Parties*) until further notice, in the event of incidents where the Supplier considers it unsafe for the Supplier's personnel to perform installations- / service work etc. outside of the Supplier's premises due to immediate or expected hazards at such location (s). The Customer (*or any other third Party*) have therefore no right to demand any form of financial compensation or any other form of indemnity from the Supplier if such incident (s) should occur.

§ 4 The Customer or other third party is not entitled to demand a fine or any other form of financial compensation from the Supplier in cases where delivery of components from subcontractors included in the Scope of delivery is delayed for reasons that the Supplier can not in any way influence or otherwise have the opportunity to control, due to causes covered by current Force Majeure regulations.



### 13. Liability - Laws and regulations

§ 1 Either Party may be entitled to claim financial compensation / damages from the opposing Party under certain prerequisites (*under applicable statutory law*), due to e.g. intentional neglect and other deliberate and unintentional harmful acts such as failure to - deliver on time, -carry out invoice payments on time, mismanagement of the product (s), general breach of Contract terms, which have adversely affect the Party concerned financially or have caused other damages.

#### § 2 Law and dispute resolution

Any Contract concluded between the Parties shall in the first instance be interpreted, regulated and complied with in accordance with the state and local laws, rules and principles applicable in the country of manufacture and origin of the product (s) (*Sweden*), and in the second instance in the EU and in the country of the final destination of the product (s). The governing language shall be **Swedish and / or English**.

The Parties agree to amicably solve any dispute arising out of- or in connection with the Contract. If an amicable solution cannot be found, either Party may submit the dispute for mediation in accordance with the rules on mediation adopted by the Swedish Institute of Arbitration and in force at the time when such proceedings are commenced.

If mediation proceedings are terminated without a binding settlement, the dispute shall be subject to arbitration in accordance with the rules of arbitration procedure adopted by The Swedish Institute of Arbitration and in force at the time when such proceedings are commenced. Venue shall be in Stockholm, Sweden.

### 14. Work on site and site access

§ 1 The Parties that provides personnel such as installation technicians, Supervisors etc. who will perform work at the project site (*installation site*), or need access to the project site in any way, must follow the below points (*which may not be an exhaustive list of obligations, requirements and privileges*):

1. The clauses on page 17-20, 16. Liability terms and conditions on the project site.
2. All affected personnel at the installation site must comply with all safety requirements and other relevant specifications required by the Employer in charge at the installation site.
3. Any, and all required site access passes and eventual work permits must be obtained in due time for all personnel who will be present on site. Such passes and permits shall be provided by the Customer to the Supplier no later than **one (1) week** prior to starting work on site.
4. All personnel on site must ensure that compliance with all requirements regarding quality assurance, safety and occupational health are met prior to work commences on site.
5. If requested by the Customer, shall the Supplier no later than **one (1) week** prior to starting work on site, provide the Customer with valid policies of adequate insurance for site activities such as general liability insurance for personal injury and property damage, etc.
6. All on site-personnel are responsible to secure strict compliance and be thoroughly familiar with any and all applicable statutes, rules and regulations, etc. att all times on the installation site. The familiarity with any such statutes, rules and regulations shall not be limited to those in force at the time of signing an eventual Contract, but shall also apply throughout the entire Contract period.
7. Both Parties guarantees that they-, their employees, and anyone else for whom he may be responsible for e.g Sub Suppliers, shall relate to- and work in strict compliance with any and all applicable laws, statutes, rules and regulations, whether issued by the country where the installation are to be performed, or by authorities at the respective Parties country of residence, or by cross-border authorities (*e.g EU regulations*).
8. Both Parties shall comply with all legal, administrative, labour, fiscal and other obligations regarding performance of the Contract, and for any other contractual obligations relating to its employees and any Sub Supplier or to any other person for whom the Parties are responsible. The Parties shall in particular observe the fulfillment of tax liabilities and social security obligations applicable in the project country, the Parties home country and, if applicable, the country of residence of any Sub Supplier.
9. The Parties must comply with all applicable laws, legislation, rules and regulations, governing the execution of the work including but not limited to storage, tools, HSE (*Health, safety and environment*), site log keeping, permitted working hours, cleaning and handling of waste and surplus materials etc.
10. The Parties may only provide information about the associated documentation and its contents, etc. (*obtained from the Supplier*) to a Third Party, such as to the Customer's commissioner and / or relevant authorities, if a joint agreement has been concluded between the Parties.
11. An English speaking Supervisor (*foreman*) representing the Supplier must be present at the project site at all times.

### 15. Support and accessibility

§ 1 The Supplier guarantees that relevant support resources are available and accessible throughout the implementation of the project until delivery and subsequently during the standard warranty period, regarding deliveries of e.g spare parts etc., during periods when the Supplier is usually not fully staffed etc., with the exceptions for reasons that lay out of the Supplier's control, such as due to "**Force Majeure**" events.

## 16. Liability terms and conditions on the project site

### 16.1. Personnel at the project site (*installation site*)

- § 1 Any submission by the Supplier to the Customer of documents or other evidence, related to the Supplier or to any individual (*s*) working on site, must be presented to the Customer prior to starting work on site (*if it is considered to be relevant for the planned actions on site*), and if requested by the Customer.
- § 2 When work is performed on site or at any premises of the Employer, the Supplier and / or the Customer guarantees that his personnel are either employed by him or are properly engaged, and that they are:
- (i) admitted to social security and,
  - (ii) insured against industrial injuries/accidents to the maximum extent and,
  - (iii) up-to-date regarding payment of salaries and social insurances.
- § 3 When required, the Supplier and / or the Customer must provide documentation evidencing the fulfilment of the above obligations prior to starting work on site.
- § 4 The Parties must ensure that they and any persons working on site - whether employed by either Party or working under their instructions - strictly follows all rules and regulations that apply for the current work site.
- Both Parties recognizes that the opposing Party may be held responsible by the employer for any non-compliance of the set rules and regulations, which requires that the Parties secures that any involved persons are duly covered and secured in case of accidents on site.
- § 5 All personnel who are going to work at the project site must be authorized and properly trained and comply with all other rules and requirements to gain access to the project site.
- **The following clauses (§ 6 and § 7) shall only be considered as guidelines and can not be considered exhaustive:**
- § 6 A person residing in an EU country must provide the following information / evidence in order to work on the project site:
1. Valid ID card with a photo (*e.g passport or personal ID card*).
  2. An A1/E101 certificate/work permit issued by the country of residence evidencing that the person is duly registered, covered by any and all applicable insurances, pays taxes & is covered by social security, etc. whether working on site or in his residential or employment country, as the case may be.
- § 7 A person residing outside an EU country must provide the following information / evidence in order to work on the project site:
1. Permission to reside and work within the EU and in particular in the country of the projectsite: e.g a valid residential permit evidencing and specifying that the person is permitted to work in the EU, and in particular in the country of the project site, and a valid passport with an official sticker / stamp etc. stating EU (*temporary*) residence and permission to work within the EU and in the country of the project site.
  2. Valid documentation that the person is employed by the Supplier or working on site under the Supplier's instructions. Normally such documentation may be acquired at the national social security departments in the country of residence or employment.
  3. An A1 / E101 certificate / work permit issued by the country of residence where the person is duly registered, and is covered by all applicable insurances, pays taxes and is covered by social security, whether working at the project site or in his or hers residential country.
  4. Any other relevant certificate / work permit etc., issued and valid for the project site.

### 16.2. Vehicles

- § 1 To allow for access for a vehicle to the service roads to platforms in restricted areas of the site, the Supplier must comply with the regulation regarding vehicle signalling in these restricted areas.

### 16.3. Storage Areas

- § 1 To allow for access for a vehicle to the service roads to platforms in restricted areas of the site, the Supplier must comply with the regulation regarding vehicle signalling in these restricted areas.

## 16. Liability terms and conditions on the project site *(cont.)*

### 16.4. Tools, machinery and protective equipment

- § 1 For information regarding tools, machinery and protective equipment during installation of the product (s) on site, see Page 6: 5.1.1. Mechanical installation performed by the Supplier, § 4.

### 16.5. Storage Areas

- § 1 Storage space for storage of the Suppliers equipment, materials etc. shall be informed by the Customer to the Supplier prior to the start of the installation. Such storage space shall be situated in close proximity with the work area. **Note:** Because the specified area may vary during installation, requirements can not be set to a specific area.

If the Supplier requests a lockable area (*e.g with wire mesh*), the Customer shall examine and, if possible, assist the Supplier to establish such storage space in the vicinity of the installation site prior to the start of the installation. A key with the name of the lockable area shall in such case be sent to the Customer's site manager at the project site.

### 16.6. Facilities at the project site

- § 1 All buildings, offices, cabins, temporary vertical signs, equipment, machinery, vehicles and auxiliary and supporting tools etc., which is possibly needed in order to perform the work correctly and timely, will be at the expense of the Supplier (*with the exception for a truck lift / pallet lift, which the Customer shall provide to the Supplier free of charge during the installation period*).

If the Supplier need an office during the installation time, he must present a request of this to the Customer at a minimum of **two (2) weeks** prior to the start of the installation. The Customer is then responsible to arrange, and ensure that such an office will be available for the Supplier at the start of the installation.

If connection of water, electricity, telephones, drainage systems etc., is needed will such costs be at the Supplier's expense, except for electricity that is required for installation tools and testing of the equipment on the installation site etc., in accordance with the agreed Contract.

- § 2 The Supplier's arrangements and on-site activities shall be conducted with due regard to applicable standards and in agreement with the Customer's sites manager. Any reorganization of the site as a whole and of any lockable areas shall be performed at the Supplier's expense, if required and relevant.

If the workplace / facility etc. is not considered to be safe for the Supplier's personnel and his Sub Supplier (*if any*) to perform the agreed work, it is the Customer's responsibility and cost to remedy this before any work is allowed to be commenced.

- § 3 During the installation period, the Supplier must pay attention to and take into account to other personnel working at the project site, as well as to other installation works in progress. Responsibility for coordinating work at the project site lies with the buyer's site manager.

- § 4 If the Supplier is considered to be the reason that prevents any other personnel from fulfilling their contractual obligations due to obstructions at the project site by the Supplier's work equipment, e.g machines, tools, or otherwise, the Supplier shall immediately rectify this at the Customer's site manager's request. If the Supplier does not correct this immediately, or at least within a reasonable time, the Customer's site manager may request a Third Party to resolve the problem at the Supplier's expense.

- § 5 If the Customer is considered to be the reason that prevents the Supplier's personnel to not be able to fulfill their contractual obligations at the installation site due to the Customer's actions etc. shall the Customer immediately correct this issue at the request of the Supplier's Supervisor. If the Customer does not correct this immediately, or at least within a reasonable time, the Supplier's site Supervisor may request that a Third Party resolve the issue at the Customer's expense.

- § 6 Without prejudice to the Supplier's work at the project site, may the Customer after request to the Supplier's Supervisor, inspect or monitor the work and fulfillment of the Supplier's obligations, which requires that the Supplier fully cooperate and provide all necessary and relevant means (*documentation and information*) to the Customer in order for the Customer to be able to assess whether the Supplier fulfills its obligations.

- § 7 Note that unrestricted and free access to the Supplier's facilities / installations is not accepted. This can only be permitted in a limited fashion after an mutal agreement between the Supplier and Customer has been established.

### 16.7. Project site organization

- § 1 The Supplier must secure that his site organization is competent to carry out the agreed work and that there is at least one responsible person in charge of the work on site. Any change in the project / site manager or other key personnel will be announced to the Customer within a reasonable time prior to such a change taking effect.

If the Customer considers that the Supplier's personnel at the project site are to be replaced for one reason or another, the Customer must in writing inform the Supplier in a detailed fashion, the reason for such an request. Once the Supplier has reviewed this request, and if it is deemed to be within reasonable and accepted limits, will such an request be accepted and corrected. However, if the Supplier finds that such an inquiry is not relevant and therefore can not be approved, will this request be rejected.

**16. Liability terms and conditions on the project site** (cont.)**16.8. Cleaning up / Removal of Surplus Material**

§ 1 The Supplier is responsible for daily cleaning and removal of machinery, tools, excess material etc. to keep their own work areas and neighboring areas free and clean from any excess and unnecessary material and debris that may accumulate during the project's implementation. If the Supplier neglects to do so, the Customer reserves the right to take the necessary cleaning and removal measures at the Supplier's expense. Once the Supplier's work has been completed, cleaning and removal of excess material in each work zone shall be approved by the Customer.

**NOTE** that the same rules applies for the Customer and his personnel, if such personnel are subordinate to the Supplier's supervisor on the installation site.

**16.9. Connection to Power System / Signal cable (s)**

§ 1 See page 8, 5.2.1. Electrical installation - General information, terms and requirements, § 7 - 9.

**16.10. Signs, etc.**

§ 1 The Supplier shall comply with, and fulfill the Customer's and his employer's instructions regarding all signs etc. on the project site.

**16.11. Liability on site**

§ 1 The Customer acknowledge that the Supplier may be subject to severe penalization if the Customer neglects to comply with the Supplier's presented requirements, terms and conditions concerning the product (s) in question etc. Furthermore, the Customer accepts that he is responsible, and that he cannot hold the Supplier liable for any penalties, losses, damages, etc. which can affect the Supplier as a result of the Customer's eventual non-compliance etc. The Customer accepts in such case to substitute the Supplier financially due to any damaging act- or other omissions etc. caused by the Customer..

Furthermore, the Supplier reserves the right to allow an authorized Inspector to assess such damage (s) at the Customer's expense, as well as to detain payment (s), goods etc. that the Supplier owes to the Customer, until the damage is finally rectified.

§ 2 Both Parties acknowledge and understand that serious penalties may be imposed on the Party who demonstrably does not comply with the clauses on the pages 17 - 20 (as well as with other relevant clauses in this document and related annexes, etc.), which means that the Party who is being imposed with some form of damages, penalties or sanctions of e.g. an Third party (due to acts of non-compliance as described above), is under no circumstances entitled to claim in whole or in part any form of compensation (damages) and / or transfer such penalties to the other Party that are demonstrably not the cause of such a damaging incident.

§ 3 Both Parties agree to fully accept individual liability if any form of harmful or negligent act by this Party causes adverse effects on the Scope of supply, its environment and / or surroundings, etc., which may result in the causal Party being held financially liable or is otherwise liable to reimburse his Employer, End customer or any other valid Third party. In addition, the causing Party is not entitled to demand, in whole- or in part, any financial compensation or any other form of redress from the other Party who is not considered to be involved or has otherwise not caused such a harmful or negligent act.

## 17. Confidentiality agreement (CA)

§ 1 The Supplier and the Customer (*the Parties*), and their employees and Sub Supplier (*if any*), etc. undertake to comply with the confidentiality applicable to this document and any other associated annexes, and shall be deemed to be absolutely confidential. It is understood and agreed that the information identified in this document and its associated annexes provides information that is-, and must be kept confidential. In order to ensure the protection of this information and to maintain the confidentiality required by patent and / or commercial confidentiality laws, the Parties agree that the following are considered, and may be described as confidential information (*additional variants of confidential information may also exist*):

- § 2
1. Inventions-, design and technical descriptions, business information related to proprietary ideas and inventions, patentable ideas, business secrets, drawings and / or illustrations, patent applications, existing and / or planned products and services, research and development, production, costs, profit and margin information, finances and financial projections, Customers, clients, marketing and current or future business plans and models, regardless such information is designated as "**Confidential information**" at the time of its disclosure.
  2. All documents, annexes and other related documents etc. applicable for the current Scope of supply, contains confidential- and other sensitive information etc., and may not be disclosed, presented, informed, communicated or otherwise be provided in favor to a Third party etc. (*except by agreement between the Parties, or at the decision of a legal authority etc.*). If either Party wishes to add or modify the clauses under the paragraph: 17. Confidentiality agreement (CA) post signing of a Contract, a mutual agreement must be made in writing and be signed by the Parties.
  3. If the Customer has an objection / inquiry regarding any of the provisions, rules, requirements, terms and conditions etc. presented in this paragraph (*and possibly in other applicable documents and / or in related annexes*), the Customer must send a written inquiry to the Supplier, which must contain a detailed explanation and reason of such an objection / inquiry no later than **one (1) week** after receipt of this document and associated annexes, etc. When this request from the Customer is received by the Supplier will this inquiry be carefully examined, and based on the result thereof, the Supplier will decide whether this inquiry, etc. is relevant, feasible and in accordance with the Supplier's established "**Standard**" applicable for the offered Scope of supply.

If the Supplier accept and approve of such an objection, etc., to any of the provisions, terms and conditions, rules and requirements etc. in this document, Quotation and / or in associated annexes, the Supplier will provide the Customer with an updated version of concerned document (*s*), annex (*es*) etc. as soon as possible for approval between the Parties.

Upon a eventual approval by the Supplier, the updated document (*s*) etc. shall be deemed to take precedence over the previous document (*s*). The parties shall then fully comply with the requirements, terms and conditions specified in the updated document (*s*).

## 18. Technical specifications, terms and conditions etc.

### 18.1. Product information, terms and requirements

- § 1 The most recent layout / overview drawings (2D) of the product (s) are included as an attachment together with the Quotation, or will be provided at an early stage after that an Contract has been concluded between the Parties (*note that the drawings may be provided at an earlier time if possible*). A 3D layout of the equipment may be provided (*if available*).
- § 2 The Supplier does not normally provide any static, and / or dynamic calculations for components from Sub Suppliers included in the system, concerning e.g performance, service life, etc., due to factors that lays beyond the Suppliers control, e.g how operation / handling and execution of maintenance of the equipment is being performed by the operators / maintenance personnel etc. on site, as well as the quality and characteristics of the environment where the equipment is located etc. (*other circumstances may also exist*).
- § 3 **Painting of the equipment is performed according to the Supplier's standard procedures:**  
The protective fences is powder coated, the rest of the components included in the equipment will be painted with **Epoxy Temacoat RM40 primer** and with **Polyurethane Temadur HB50 topcoat**. The color (s) desired of the input components of the equipment must be informed to the Supplier by the Customer before a Contract is agreed between the Parties, or at least shortly thereafter.
- § 4 The Supplier assumes, and requires that the quality and condition of the floor / underlay at the installation site is in a suitable and functional condition, and ready for installation of the current equipment prior to the start of the installation.  
The Supplier does **not** perform any repair work etc. on the floor / underlay at the installation site where the equipment is to be installed if the floor need any type of actions, repairs, etc., (*unless otherwise agreed*). In such cases, it is the Customer's responsibility and costs to perform such work prior to the start of the installation.
- § 5 If the Supplier's equipment shall be connected to the Customer's subsequent system, the Supplier is not responsible for providing and / or installing any form of transition interface, such as transition plates or any other form of transition connections. If such component (s) are necessary, it is the Customer's responsibility and cost to provide and adapt such connections.
- § 6 For protection of personnel and equipment, is galvanized protective plates installed on the underside of the bulk conveyor at the drive station and at the U-parts roller.
- § 7 The Supplier and any Sub Supplier and / or their representatives **are not authorized** to carry out any form of training and / or to provide instructions in any way to anyone of how to perform repairs and / or replacement work etc. of any of the components included in the tipper system. Only a qualified technician who are qualified and have sufficient and correct training and knowledge on this particular type of equipment is authorized to perform such work on any of the equipment's input components.

ⓘ Note that additional conditions and requirements not specified in this document may possibly be added at a later time, but before a Contract has been concluded between the Parties.  
For more detailed information regarding the current product (s), see applicable annexes on page 23, 19. Annexes.

### 18.2. Support, assistance and information

- § 1 Svärdsjö Mekano AB provides support and information for our products during the limited warranty period (*and in some cases thereafter*) by telephone, e-mail etc. during business hours. However, we do **not** provide any support or measures etc. by providing standby / emergency personnel "**24/7/365**" (24 hours a day, 7 days a week, 365 days a year), for the purpose to address any problems that may have arisen on any delivered product (s).  
In certain cases may such issues and / or damage (s) be remedied on site by Svärdsjö Mekano AB, depending on whether the incident and / or the damage etc. that has occurred is in compliance with the Supplier's terms and conditions for the limited warranty concerning applicable product (s). For information on the Limited Warranty, see page 23, 19. Annexes, Pos. 2.
- § 2 If the Supplier, or any of his Sub Supplier have determined that an potential damage is not covered by the limited warranty, or after that the limited warranty has expired, the Customer may order an repair- / service action etc. of the Supplier at an additional cost.
- § 3 If it is determined by the Supplier after a call-out from the Customer that a potential issue / damage etc. is accepted and must be remedied on site, a leadtime / respons time for a "**MoS**" (*Man on Site*) cannot be exactly specified due to a number of various reasons. But as a rule of thumb we strive to remedy / rectify a justifiable issue / damage as soon as practicable possible during the limited warranty period.
- § 4 After the limited warranty period has expired, the Customer can order a remedial action from the Supplier concerning an eventual arisen issue / damage etc. to the affected product (s) of an additional cost.

### 18.3. Service / overhaul offering for applicable product (s)

- § 1 Svärdsjö Mekano is currently preparing a "**Service / overhaul program**" for on-site installed product (s), that the Customer can order if desired. This offer will be presented and informed at a later date.

## 19. Annexes

§ 1 The below presented annexes (*pos. 1-7*) are applicable and valid jointly with current Quotation and Contract:

➤ Annexes applicable for: Hydraulic Container Tipper 2-Steps (HCT2S-S):		
Pos	Filename	Description
1	STR-1_716_R0_en	A description of the Supplier's current stipulated and definite "Standard" concerning sales specifications, terms and conditions, requirements, manufacturing-, delivery- and installation procedures, technical product specifications and other general information of applicable products (T&C) ( <i>this document</i> ).
2	SMAB_WTI-01_R4_24M_en	Warranty information.
3	HCT2S-S_SPC-SD2_R5_en	System specification / information and function description ( <i>reduced</i> )
4	2003-170-100-2A	System layout.
5	2012-205-100	Bulk conveyor layout
6	HCT2S-S_SPL-WB_R0-21.05.01_CP_en_SEK_716	Spare parts list ( <i>will be provided at a later date</i> ).
7	HCT2S-S_LOC_R0-04_en	Specifications for approved load carriers.

❗ For contractual information, see page 12. 8.3. Contract, and current Quotation and associated annexes (*and any other applicable agreement entered into between the parties*).

## 20. Contact information

Supplier		Customer	
<b>Company:</b> Svärdsjö Mekano AB	<b>Address:</b> Bengtsheden 195 SE-790 23 Svärdsjö Sweden	<b>Company:</b> AS QT 002 20220307	<b>Address:</b>
<b>VAT no:</b> SE 556125734501		<b>VAT no:</b>	
<b>Reference:</b> Patrik Källander	<b>Telephone:</b> +46 (0)70 546 31 85	<b>Reference:</b>	<b>Telephone:</b>
<b>Email:</b> <a href="mailto:patrik@svardsjomekano.se">patrik@svardsjomekano.se</a>		<b>Email:</b>	
<b>Reference:</b> Niklas Johansson	<b>Telephone:</b> +46(0) 246 602 10	<b>Reference:</b>	<b>Telephone:</b>
<b>Email:</b> <a href="mailto:niklas@svardsjomekano.se">niklas@svardsjomekano.se</a>		<b>Email:</b>	

End Customer	Supply delivery / project site address ( <i>if different from "End Customer"</i> )
<b>Company:</b> PostNord AS	<b>Company:</b>
<b>Address:</b>  Stokke Norway	<b>Address:</b>
<b>Reference:</b>	<b>Reference:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Email:</b>	<b>Email:</b>
<b>Reference:</b>	<b>Reference:</b>
<b>Telephone:</b>	<b>Telephone:</b>
<b>Email:</b>	<b>Email:</b>

## 21. Additional information

§ 1 If the Customer orders the product (*s*) offered in the applicable Quotation, it will most likely be necessary to update (*revise*) some Supplier documents (*including this document*) due to the fact that certain required information was not provided to the Supplier at the time of the Customer's request for Quotation (*RFQ*), as well as that any eventual oral or written agreements pre-signing of the Contract may have been concluded / agreed between the Parties etc.

These updates is required to be made in order for the Supplier to be able to establish (*draw-up*) the Contract between the Parties applicable for the current Scope of supply. This requires that the Customer, before- or in connection with his order, provides the Supplier with all necessary (*and mandatory*) information described in this document and in other applicable Supplier-documents and / or any oral necessary information.

~ end of Document ~