

FOGIA

GENERAL TERMS AND CONDITIONS OF SALE

APPLICABILITY AND DEFINITIONS

1. Unless the parties have explicitly agreed otherwise in writing, these General Terms and Conditions shall govern all sales of Products by Fogia and form an integral part of any and all agreements between the parties relating to such sales. In the event of any discrepancy between the content of the Agreement and these General Terms and Conditions, the content of the Agreement shall prevail.

2. If, after the conclusion of the Agreement, the parties agree on additional services or delivery of goods in addition to what is expressly stated in the Agreement, these General Terms and Conditions shall also apply to such additional services or delivery of goods even if no particular reference thereto is made in connection with such agreement.

3. In these General Terms and Conditions, the following terms shall have the following meaning:

"Agreement" refers to an agreement (including quotation, order and order confirmation) between Fogia and the buyer regarding the sale of the Product, including attachments as well as agreed changes and additions; and

"Product" refers to the item (s), including documentation and any additional services that Fogia shall deliver in accordance with the Agreement.

QUOTATION, PRICE AND PAYMENT

4. All quotations without any term of validity are free of obligation. An order by the buyer constitutes an offer to buy, and such order shall not be deemed to be accepted by Fogia until and unless Fogia has submitted an order confirmation in writing, at which point an Agreement has been concluded. A list of Fogia's authorized representatives is obtainable upon request.

5. All prices refer to delivery "Ex Works" and include costs for such packaging that under normal conditions can be deemed required. VAT and other taxes, duty and other mandatory charges are added to the specified price.

6. Payment shall be made in accordance with the terms agreed between the parties. A payment plan that includes prepayment might occur. Any period of credit agreed is counted from the later of the invoice date and the date of delivery.

7. If the buyer fails to comply with the payment terms agreed, all amounts owed by the buyer will become immediately due and fully payable and Fogia is entitled to suspend its performance until full payment has been received and, where applicable, retain other deliveries to the buyer as long as the buyer is in delay with any payment.

8. Regardless of what payments terms have been agreed, Fogia reserves the right at any time prior to delivery to require the buyer to provide full security for the buyer's fulfillment of his payment obligations if there is reason for Fogia to suspect that the buyer might not be able to meet the payment terms. Such reason includes but is not limited to the buyer being subject to lowered credit rating, collection procedure or any kind of payment default.

9. In case of late payment, Fogia is entitled to an interest of 12 % per annum plus compensation for any costs due to such late payment such as for example administrative costs for payment reminders, collection charges etc.

10. The buyer is not entitled to withhold any part of the payment to Fogia as a set-off by reason of any claim that the buyers has against Fogia. Any possible credit notes will be settled with the next invoice however no later than within one month.

CHANGES TO THE AGREEMENT

11. Cancellations, order changes, changes to drawings or other changes to the Agreement that the buyer wishes to make after the Agreement's conclusion is valid only if agreed in writing between the parties. In the event of an agreed change to the Agreement, Fogia is entitled to compensation for costs incurred by Fogia as a consequence.

12. Any models, pictures, drawings and measurements shown, provided or communicated in a quotation give a general representation of the items offered. Fogia reserves the right to make changes in the construction as a consequence of which the actual design somewhat deviates from the intended models, pictures, drawings or measurements, but do not cause any essential alteration to the technical and aesthetic design.

PRODUCT INFORMATION

13. Information included in general product information, such as catalogs, brochures and price lists are not part of the Agreement unless expressly stated.

14. At the request of the buyer, in connection with delivery, in print or electronic form, Fogia shall provide assembly and maintenance instructions for the Product if available.

PROTOTYPES ETC

15. The buyer is obliged to replace Fogia's reasonable costs for the production of prototypes, specimens, etc., if requested by the buyer. The buyer's obligations under this paragraph include, for example, costs for the production of specially adapted manufacturing tools and material costs.

RETENTION OF TITLE

16. The Product remains the property of Fogia, and the buyer is not entitled to consume, alter, resell or otherwise dispose of the Product, until full payment has been received. The Parties undertake to cooperate in respect of all measures necessary to protect Fogia's ownership of the Product.

DELIVERY AND RISK TRANSITION

17. Delivery takes place at Ex Works Fogia's factory in Brodnica Gorna, Gdansk, Poland, according to the latest edition of INCOTERMS. At the request of the buyer, and at his risk and expense, Fogia can arrange the shipping. If a different delivery clause has been agreed in writing, it should be interpreted according to the edition of INCOTERMS which at the time of the conclusion of the Agreement was the latest edition. The risk of the Product is transferred to the buyer accordingly.

FOGIA'S DELAY IN DELIVERY

18. If Fogia foresees that delivery will not be timely, Fogia shall inform the buyer in writing without delay. The message shall contain the reason for the delay and, if possible, the date when delivery is expected to occur. If the delivery delay is due to any circumstance on the part of the buyer, Fogia is entitled to a reasonable extension of the delivery time.

19. If Fogia is unable to fulfill delivery at the agreed delivery date, the buyer is entitled to compensation amounting to one (1) percent of the contracted price for the portion of the Product that the delay applies to, for each commenced seven-day period from the contracted date of delivery and as long as the delay lasts. Maximum penalty amounts to ten (10) percent of the agreed price for the part of the Product that the delay applies to.

20. If the buyer is entitled to the maximum amount of compensation pursuant to paragraph 19 and then in writing has demanded delivery within a deadline of not less than fourteen (14) days, and Fogia has failed to deliver within such deadline, the buyer has the right to cancel the Agreement in writing as long as delivery has not taken place. The buyer's cancellation must not cover more than the part of the Agreement that the delay relates to.

21. If the buyer cancels the Agreement or part of the Agreement with reference to Fogia's delay, the buyer is entitled to, in addition to the compensation in paragraph 19, compensation for direct damage that the buyer suffers as a result of Fogia's delay in so far as such damage exceeds the compensation received pursuant to paragraph 19. The right to compensation does not include loss of profit, loss of production or sales or other indirect loss. The total compensation received must never exceed twenty (20) percent of the agreed price for the part of the Agreement that has been terminated.

FOGIA

GENERAL TERMS AND CONDITIONS OF SALE

BUYER'S DELAY IN RECEIVING DELIVERY

22. If the buyer foresees that the buyer will not be able to receive the delivery at the right time, the buyer shall notify Fogia in writing without delay. The message shall contain the reason for the delay and, if possible, the date when the buyer can instead receive the delivery. If the buyer fails to receive delivery on a contractual basis, the Buyer is still required to pay as if delivery had occurred.

23. While the buyer's delay lasts, Fogia shall provide storage of the Product at the buyer's risk and expense. If the buyer is unable to receive the Product at the right time, Fogia is entitled to compensation amounting to one (1) percent of the contracted price for the portion of the Product that the delay applies to, for each commenced seven-day period from the contracted date of delivery and as long as the delay lasts. The compensation refers to, inter alia, Fogia's costs for storage and handling. If Fogia's actual costs due to the buyer's delay exceed the accumulated compensation, Fogia is entitled to compensation for such costs as well. Fogia is obliged to provide insurance for the Product, which is retained due to the buyer's delay, only upon written request from the buyer and only after the buyer has paid Fogia's cost of such insurance.

24. If the buyer's delay has lasted more than ten (10) weeks and Fogia has in writing required the buyer to receive delivery within a deadline of not less than fourteen (14) days but the buyer has failed to do so, Fogia is entitled to terminate the Agreement in writing as regards the part of the delivery which could not be fulfilled as a result of the buyer's delay. In such case, Fogia is entitled to, in addition to the right to compensation pursuant to paragraph 23, compensation for the direct damage that Fogia suffers from the buyer's delay. Such compensation must never exceed the agreed price for the part of the Agreement that has been terminated.

INSTALLATION

25. As applicable, assembly and / or installation of the Product shall be performed in a professional manner by the buyer and at the expense of the buyer. If the parties have agreed that Fogia shall perform assembly and / or installation at a location determined by the buyer, the buyer shall ensure that:

- (a) access roads and, where applicable, lifts are available to Fogia;
- (b) storage and unpacking facilities are at the disposal of Fogia;
- (c) other work does not prevent or obstruct the installation and that the premises are set for installation;
- (d) the work can be carried out by Fogia without interference in a continuous sequence and during ordinary working hours, ie weekdays between kl. 8 am and 5 pm
- (e) Fogia has free access to electricity and lighting throughout the installation period; and
- (f) premises and storage spaces are securely locked during installation time and keys available to Fogia.

26. The buyer shall replace Fogia for the work and costs incurred by Fogia in the event that the buyer fails to fulfill his obligations under paragraph 25 (a) - (f) above.

DEFECTS

27. Under penalty of inadmissibility;

- a) the buyer must inspect the Product for visible defects immediately upon receipt; and
- b) the buyer must submit a claim in writing to Fogia immediately after the buyer has learnt of the circumstances that give cause for the claim, or would have learned of such circumstances had the buyer inspected the Product with due care. Each delivery is considered a separate transaction and claims related to a certain delivery do not exert influence on any earlier or subsequent deliveries.

28. Regardless of paragraph 27 above, Fogia's liability for defects only applies to defects that are claimed within two years of delivery and are due to inadequacy in design, materials or manufacturing. Fogia is not liable for defects derived from normal wear and tear. The buyer further understands that

coloring on textiles, leather and wood may produce minor variations depending on the production range and that such variations do not constitute a defect in the Product. Fogia's liability for defects does not include defects that are due to material provided or assigned by the buyer or a construction specified or specified by the buyer.

29. As regards a defect for which Fogia is liable according to paragraphs 27-28, Fogia is obliged to rectify the defect as Fogia considers appropriate within a reasonable time. If Fogia fails to rectify the defect within a reasonable time, the buyer may give Fogia a reasonable final deadline for rectification, which shall be not less than 14 days. If Fogia still has not rectified the defect within such time limit, the buyer is entitled to carry out the necessary repair work at Fogia's expense or claim price reduction corresponding to the defect or, if the defect is significant, cancel the Agreement with regard to the part of the delivery that is defect.

INTELLECTUAL PROPERTY RIGHTS

30. All intellectual property rights related to the Product are vested in Fogia and no part of the Agreement includes a transfer or assignment of any intellectual property rights or know-how of any kind. Proposals, sketches, designs, drawings, and other information provided by Fogia shall remain the property of Fogia and may not be used without the consent of Fogia for any purpose other than that for which it is provided under the Agreement and may not be copied, rendered or otherwise brought to third party's knowledge. If Fogia makes changes to a Product based on proposals or other input from the buyer, all intellectual property rights related to such Product shall still be vested in Fogia.

31. The buyer shall reimburse Fogia for any damage, claim, costs and expenses resulting from infringement or alleged infringement of patent, copyright, trademark protection, design protection or other intellectual property rights which Fogia incurs from following the buyer's instructions, drawings, requirements, adaptations or specifications regarding the design, configuration or equivalent of the Product.

FORCE MAJEURE

32. If a party, including a party's subcontractor, is prevented from performing his obligations according to the Agreement as a result of an event beyond his control (including but not limited to strike, fire, flood, extreme weather, natural disasters, war, insurrection, invasion, damage, tampering riots, terrorism, embargoes, scarcity of means of transport, general shortage of goods or new legislation) and this event could not reasonably be foreseen at the conclusion of the Agreement, the party is exempted from the obligation to fulfill the agreement until the event ceases. Should the execution be postponed pursuant to this paragraph for more than six months, each party is entitled to terminate the Agreement with immediate effect.

33. A party wishing to claim an exemption pursuant to the foregoing shall without notice inform the other party in writing.

34. A party is not liable for damage or loss that may arise as a result of the party's execution being postponed with reference to paragraph 32 above. Notwithstanding the foregoing, the buyer is always obliged to compensate Fogia for the costs incurred by Fogia in order to secure and / or protect the Product in case an event under paragraph 32 is preventing the buyer from receiving delivery.

LIMITATION OF LIABILITY

35. Fogia's liability towards the buyer in relation to a Product is under all circumstances limited to the net invoice amount for such Product. Fogia shall never be liable for indirect loss including loss sustained by third parties or economic loss.

APPLICABLE LAW AND DISPUTES

36. The Agreement shall be exclusively governed by Swedish law. Any dispute arising from the Agreement shall be settled by public court in Stockholm, Sweden.