

General provisions for delivery of lime and dolomite products and other industrial minerals ABIK 01

Tender, order and order acknowledgement

1. A seller's tender is valid for one month unless otherwise stated. The seller is not bound until he has acknowledged the order in writing (order confirmation).
2. If the written acceptance of the tender should deviate from the tender by addition, restriction or reservation, and if the party having made the tender does not approve the acceptance, this shall be notified immediately. Otherwise, the agreement is concluded in accordance with the contents of the acceptance.

Notices etc.

3. All notices shall specify the receiver's representative or unit responsible for the matter.
4. All documents relating to the delivery shall specify the goods' designation (e.g. order and object number) as provided by the buyer.

Legislation etc.

5. The goods shall fulfil the requirements that, at the time of the delivery, are applicable in accordance with legislation and other directives, as well as the instructions referred to in the contractual documents. If a provision should be changed after the seller's tender, the seller shall notify the buyer immediately. In so far as costs are affected, the contract shall be altered accordingly.

Product information

6. If the contractual documents refer to catalogues or other product information, the goods shall conform to the product facts contained therein. The same applies if current information sheets state that certain product criteria are fulfilled, or if circumstances show that the parties' intention was that the goods should correspond with the facts in the product information.

Samples

7. Samples shall be deemed to be standard samples unless a more detailed compliance has been agreed.

Transport and receipt

8. In cases where the buyer is responsible for transport of the goods, it is the buyer's duty to ensure that the goods are transported in a vehicle that has been thoroughly cleaned, to prevent any risk of contamination.
9. The seller shall provide the buyer with all information relevant for receiving the goods. According to the circumstances, the weight and size of the package or other unit, type of packing, type of pallet and loading conditions, method of transport, type of vehicle and the accepted unloading time should be specified.

10. If the seller is responsible for transport, the buyer shall immediately inform the seller if transport cannot be carried out as previously specified by the seller.
11. A waiting time and an unloading time of a total of 1½ hours are included in the freight rate. Any additional waiting- and unloading time, not caused by the seller or the seller's carrier, shall be debited with an amount as specified in the order confirmation.
12. Extra unloading time means such time in excess of 1½ hours which is required to unload a full load. Waiting time means that a driver, as a result of the conditions at the recipient's site, cannot commence or finish unloading. Such extra time not exceeding ½ hour is not debited.
13. If delivery, on account of call off time being too short or due to the buyer's wishes, has to be made between Friday 4 p.m. and Monday 6 a.m. (or equivalent times during public holidays), a surcharge in accordance with current rates is payable.

Notification of delay

14. If a party should find that he cannot keep to the agreed delivery (part delivery) time or time for receipt of the goods, or if delay seems likely, the other party shall be notified without delay. An estimated delivery time shall be stated at this point. If so requested, the reason for the delay shall also be stated.

Cancellation on delay

15. If an actual or notified delay causes considerable inconvenience for a party and if the other party has realised or should have realised this, the party who is not responsible for the delay is entitled to cancel the agreement insofar as delayed goods are concerned.
16. Should delayed goods be so related to goods already delivered or to goods to be delivered later as to cause significant inconvenience for the party entitled to cancel the agreement if the purchase be held good in part, the agreement may be cancelled in its entirety.

Compensation for delay

17. If a party has not received notification of delay at least 10 working days prior to the agreed delivery date, that party is, within a reasonable time, entitled to claim compensation to the extent of 20% of that part of the purchase price that applies to the delayed goods..
18. A party who has caused delay by gross negligence shall be liable, in addition to that which is stated above, to pay any extra costs which the buyer may incur, with the exception of costs for loss of production.
19. Apart from the above, there is no entitlement to other payment or compensation for delay.

20. If receipt of goods is delayed, the buyer shall pay all the seller's costs resulting from such delay. Payment in accordance with the first paragraph (17) shall not exceed a total of 20% of the part of the purchase price that applies to the delayed goods.

Goods inspection

21. A delivery note shall accompany the goods
22. The buyer's goods inspection shall, on the goods' arrival, comprise checking against the delivery note and checking for visible damage.
23. When the goods have been unpacked or otherwise before they are used, a goods inspection shall be carried out with such care as is appropriate with regard to the nature of the goods.
24. The buyer should duly check the goods immediately upon their delivery, and within three working days at the latest.

Complaints regarding fault or partial loss

25. Visible damage to or partial loss of the goods, which can be deemed to have occurred during transport, shall be reported to the carrier immediately if the goods are signed for on a special delivery note. In addition, the seller shall be notified.
26. Shortage shall be claimed immediately, if it is noticeable during the goods inspection on the goods' arrival and otherwise within one week after completion of the goods inspection. Faults that are noticeable during the goods inspection shall be claimed within one week of such inspection and before the goods are used. In other cases, faults shall be claimed without unreasonable delay from the time they have been noticed.
27. If the buyer does not make a claim within the due time limit, in spite of having discovered, or if the buyer should have discovered, faults or irregularities, he loses the right to lodge any claim in this connection.
28. Claims shall be made or confirmed in writing and contain details regarding the nature of the fault and the approximate extent of the loss respectively.

The seller's responsibility for faults or irregularities

29. The seller has an obligation, in the case of faults or irregularities, to compensate the buyer either by replacement of the product with a new one or by reduction of the price of the product by a sum equivalent to the decrease in value.
30. If the quality of the product is so defective that the buyer is unable to use it, the seller is liable, as compensation, to deliver an equivalent quantity of new product within a reasonable time. In this connection, the seller is entitled to take back the unused product.

31. If, in spite of supplements or attempts at rectification, the fault of the product is significant, the buyer is entitled to cancel such part of the agreement as involves the fault or irregularity.
32. The seller is only liable for immediate damage caused by the product's fault or irregularity. The maximum value of compensation shall be the selling price of the faulty consignment.

Security

33. If, after purchase, there are reasonable grounds to suppose that one party will not fulfil a significant part of his delivery or payment obligations, the other party is entitled to require acceptable security to be provided. If this is not fulfilled without delay, the party requiring security is entitled to cancel the purchase in writing, insofar as undelivered goods are concerned.

Price

34. The buyer shall, in addition to the agreed price, pay relative value added tax.
35. Non-index linked fixed prices shall be altered to take into consideration alteration in costs due to government authority measures if such alteration in costs was unforeseeable and if it has significantly influenced the purchase sum.

Payment

36. Invoices shall be paid within 30 days from the invoice date, unless otherwise agreed.
37. If payment is not made within the due time, penalty interest on arrears shall be payable at the rate of interest according to applicable interest rate on the agreement date. Value added tax is payable in addition to this.
38. If a dispute should arise in connection with payment for the goods, the buyer is not entitled to withhold a greater sum than is necessary to rectify faults or irregularities and, when applicable, a sum equivalent to a forfeited fine or compensatory damage.
39. Payment does not imply approval of the goods.

Grounds for exemption

40. The seller and the buyer are not entitled, in relation to each other, to plead failure to fulfil the agreement if such fulfilment is obstructed by circumstances outside the party's control. Such circumstances may be labour conflict, war, government authority decision, significant operational disturbance at the party or at a sub-supplier, or other circumstances not caused by the party, if fulfilment of the agreement is significantly affected and if the party could not have foreseen the circumstances or the circumstances detrimental effect could not reasonably have been able to overcome by the party.
41. If one party has not informed the other party of the occurrence of such a circumstance without delay, he is not entitled to cite this as a ground for exemption.

42. If the agreement cannot be fulfilled within a reasonable time, either party is entitled to cancel the agreement to the extent that fulfilment has been obstructed by a circumstance as stated above. Such cancellation shall be in writing.

Product safety

43. The seller, in relation to the buyer, is liable for costs resulting from obligations which the buyer is informed of in accordance with the product safety act (1988:1604) if the obligation is based on properties of goods covered by the purchase.

Dispute

44. Disputes arising from the agreement shall be settled by arbitration in accordance with applicable Swedish law on arbitration. Alternatively, either party may start proceedings in a competent court of law, provided that a greater sum than four basic amounts is not involved.