

MPE's General terms and conditions

1. Definitions

- 1.1 MPE refers to MPE International AB.
- 1.2 "Customer" refers to the entity or individual to which MPE provides the Good/s in accordance with the Agreement.
- 1.3 "Party" refers either to MPE or to the Customer.
- 1.4 "Terms and conditions" refers to these terms and conditions.
- 1.5 "Good" refers to any good the Customer has purchased from MPE in accordance with these Terms and conditions.
- 1.6 "Agreement" refers to the agreement or order that the Customer and MPE have entered into/agreed on regarding the purchase of the Good.
- 1.7 "CMR documents" refer to the documents in accordance with the Convention on the Contract for the International Carriage of Goods by Road (the CMR Convention), adopted in Geneva in 1956.
- 1.8 "Confidential information" refers to information which the notifying party described as "confidential" or "protected" when the written notification was made. It also refers to information that has verbally been designated as "confidential" or "protected".

2. Application

- 2.1 The Terms and conditions related to all receivables, offers, orders and Agreements concluded between MPE and the Customer regarding the purchase of the goods, and agreement between the Parties is made up in its entirety of the Terms and conditions along with such demands, offers, orders or Agreements.
- 2.2 All previous terms and conditions, Agreements, contracts and representations, whether in written or verbal form, shall be deemed to be dissolved and merged with these conditions.
- 2.3 Upon the Customer's acceptance, the Terms and conditions shall only apply without any changes, additions or revisions, and all deviating conditions that relate to the Customer are hereby rejected and shall not apply.

3. Offer, price and orders

- 3.1 All offers submitted by MPE are valid for thirty (30) calendar days from the offer date unless otherwise agreed in writing.
- 3.2 Prices are listed as net amounts and thus contain no possible value added tax or other tax paid by the Customer as per applicable law.
- 3.3 Prices are in force only during the days mentioned in the offer.
- 3.4 MPE has whenever it sees fit, through written notice to the Customer, the right to unilaterally increase prices, including in circumstances that bring about increased costs for MPE, for example when there are changes in the price of raw materials, exchange rates, customs duties, taxes or other public charges. The new price takes effect for all orders made thirty (30) days after the date of the notification.

3.5 Information concerning technical details is provided with a reservation for design modifications.

3.6 Unless otherwise approved in writing by MPE, the Customer cannot cancel an order when it has been approved by MPE.

4. Payments

4.1. Payments shall be made in the currency specified on the invoice, including any value added tax.

4.2 The Customer shall be responsible for all expenses related to currency exchange.

4.3 Unless otherwise agreed in writing, payment of invoice shall be made without discount within thirty (30) calendar days from the invoice date. Payments are not considered to be effected until the full amount has been paid into one of MPE's bank accounts.

4.4 If payment is not made on the due date, even partially, the amount will incur interest at 12%.

4.5 MPE has at its sole discretion the right to refuse or suspend any order in whole or in part until MPE has received full payment of all unpaid invoices.

4.6. If the Customer fails to pay any sum of money within fourteen (14) days from the due date on the invoice, MPE has the right to cancel the Agreement (or any part of it, in accordance with MPE's sole discretion) and with immediate effect by giving written notice to the Customer. In such a case, the Customer shall, in addition to any other obligations, return the Goods that have been delivered to MPE without undue delay.

4.7 Until MPE has received full payment for the invoice, MPE has the right to demand that the Customer exhibit a satisfactory bank guarantee for the payment of the Goods.

4.8 If the total outstanding amount (including orders that have not been carried out) exceeds the credit limit that MPE has established, MPE is entitled to refuse or suspend delivery until the total outstanding amount (including orders that have not been carried out and possible interest) is below the credit limit. MPE has the right to make changes to the Customer's credit limit at any time.

5. Reservation of ownership

5.1. The legal and beneficial ownership of the delivered Goods shall remain with MPE until MPE has received full payment as per the invoice, after which ownership is transferred to the Customer.

5.2 The Customer shall, at the full price required to replace them, compensate MPE for any Goods that have been damaged or otherwise become unsaleable or unsuitable for the purpose intended during the time they have been in the Customer's possession and before the invoice has been paid in full.

6. Delivery

6.1. MPE is responsible for the packaging materials required for transport.

6.2. Unless otherwise expressly agreed in writing, delivery shall always be FCA Gävle (Incoterms 2010).

6.3 If shipping costs are to be paid by the Customer, but they are paid in advance by MPE, an amount corresponding to these shipping costs shall be reimbursed to MPE together with the invoice for the goods shipped.

6.4. Delivery deadlines are given for informational purposes only and are binding only if expressly agreed in writing.

6.5. If the Customer fails to take delivery, MPE is entitled to receive compensation for all expenses incurred. In the event of such failure, the Customer shall bear all risk of loss or damage to the Goods.

7 Complaints and the return of Goods

7.1 MPE's quality control shall in no way release the Customer from his obligation to examine the Goods upon delivery.

7.2 All apparent defects or damage that incurred during transit, for which a claim can be submitted, must be reported to MPE within eight (8) days by submitting a list – a PDF or Word document. It shall include an exact description of the fault and/or damage/s. If the Customer fails to notify MPE within the specified time-limit, the Goods may be deemed to have been irrevocably accepted.

7.3. Any complaints concerning discrepancies in what has been ordered and delivered shall be communicated to MPE in writing within eight (8) calendar days from the delivery date. If the Customer fails to notify MPE within the specified time-limit, the Goods may be deemed to have been irrevocably accepted.

7.4 The Customer may under no circumstances initiate the cancellation or return of the goods, without MPE's permission.

8 Liability

8.1 MPE's liability in respect of a claim which MPE has approved and which relates to the Goods, is limited only to a replacement or a refund of the returned Goods at the purchase price according to MPE's sole discretion.

8.2. No guarantees or right of appeal shall apply if damage arose as a result of improper use, improper storage, or the Customer's incorrect, careless or inappropriate treatment of the Goods.

8.3 Under no circumstances can MPE be held responsible for or obliged to compensate indirect or secondary damages and/or losses, including loss of business profits, loss of revenue, or loss of time.

8.4. The Customer shall reject all claims, proceedings, actions, liabilities, damages and losses (including legal costs) made by a third party, including personal injury, death or property damage, unless the personal injury, death or damage was caused by a real and proven fault in a Good delivered by MPE to the Customer.

9. Intellectual property rights and confidentiality

9.1. Unless otherwise determined, the intellectual property rights relating to the Goods are owned by MPE.

9.2 MPE's sale of the Goods does not include the transfer of MPE's intellectual property rights.

9.3. The Customer may not use MPE's intellectual property rights without MPE's express and written consent given in advance.

9.4 In addition to confidential information, any information which the Customer has received or which MPE provided relating to MPE or the Goods is protected and classified, and the Customer may not without the written consent of MPE – which shall be acquired in advance – disseminate such information to any other person or use such information for any purpose other than for the purposes of fulfilling the Agreement.

9.5 Confidentiality in accordance with these Terms and conditions shall continue to apply even after the Agreement is terminated, cancelled or expires, and the obligation applies to all of the Customer's employees, agents and consultants.

10. Force Majeure

10.1 Neither party shall be deemed to be guilty of or responsible for any delay or failure to perform the Agreement as a result of circumstances beyond either Party's reasonable control (force majeure). This includes, but is not limited to natural disasters, wars, conflicts, general mobilisation, acts carried out by civil or military authorities, compulsory redemption, currency restrictions, embargoes, international sanctions or trade blockades, labour disputes, limitations in the use of power, a general shortage of materials, fire, and such faults and delays in deliveries by subcontractors caused by such a factor referred to in these Terms and conditions.

10.2 When such a circumstance causes delay or non-performance, as well as when it comes to an end, the Party affected by such circumstance shall immediately notify the other Party thereof.

10.3 If events and circumstances last more than three (3) months, both Parties may without liability terminate this Agreement by providing written notice to the other Party.

11. Changes and transfers of rights

11.1. All changes to the Agreement must be made in writing and be confirmed with the signatures of both Parties.

11.2 Neither Party may, without the other Party's consent which shall be given in advance, assign its rights or obligations under this Agreement to a third party.

12. Applicable law and disputes

12.1 Swedish law shall apply to these Terms and conditions and any disputes relating to these Terms and conditions or to the purchase or use of the Goods.

12.2 All disputes arising as a result of these Terms and conditions shall be resolved by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. All arbitrators shall be appointed by the institution. Arbitration proceedings shall take place in Stockholm, Sweden. The language used during the arbitration proceedings shall be Swedish or English.