

GENERAL CONDITIONS OF DELIVERY

stipulated by the Graphic Arts Suppliers' Association 1993. Drawn up in consultation with the Swedish Federation of the Graphic Arts and the Swedish Newspaper Publishers' Association.

1. Application

These general conditions of delivery are applicable on condition that the parties have agreed to them in writing or in other ways in regard to all new products and/or services that are embraced by the agreement between the parties to the extent that something else has not been expressly agreed.

2. Premises

- 2.1** The Supplier is to make available in reasonable time the necessary instructions and directions for putting the premises in order.
- 2.2** The Customer is to put the premises into order at his own expense before the assembly date in accordance with the relevant instructions and directions. This embraces electrical installation for the equipment and, where applicable, air conditioning, heating, water and sanitation installations, Swedish Telecom equipment for data transmission and the preparation of free passage to the erection site on the premises.
- 2.3** The Supplier is to cant' out assembly in the Customer premises in accordance with applicable Swedish rules and regulations.
- 2.4** During the period of assembly the customer is to provide free of charge at the request of the Supplier a workplace with telephone for the Supplier's personnel at a practical distance from the products and with lockable storage space for the storage of test equipment, tools and spare parts.

3. Drawings and descriptions

At the request of the Customer the Supplier shall, not later than the effective date of delivery, make available to him free of charge sufficiently extensive directions for use in the Swedish language so that the Customer will be able to attend to the start-up, operation and maintenance (including current repairs) of all parts of the installation. These directions are to be the property of the Customer.

4. Industrial safety, etc.

It is to be the responsibility of the Supplier to ensure that the product complies with the requirements of the authorities in regard to industrial safety and other requirements of the authorities applicable on the effective date of delivery. The Supplier is entitled to compensation for additional costs arising as a result of changed requirements on the part of the authorities which have become known after submission of the tender or, when an agreement has been concluded, after the conclusion of the agreement.

The Customer is under obligation to advise the Supplier not later than on the occasion of concluding the agreement about local regulations relating to industrial safety. The Supplier is under obligation to abide by these regulations.

5. Delivery date, acceptance tests, etc.

5.1 The date of assembly refers to the date on which the Supplier shall take possession of premises and/or product for assembly.

5.2 The agreed date of delivery refers to the date on which the product shall be delivered in accordance with the agreement. In case of the delivery of separate main parts/sub-deliveries, the date of delivery in respect of the main parts/sub-deliveries may be agreed upon separately in each case.

If agreement has been concluded in regard to acceptance tests at the premises of the Customer, the agreed date of delivery is the date on which the product after assembly shall have been tested and found to work in compliance with the agreed specification.

5.3 If agreement has been concluded in regard to acceptance tests at the premises of the manufacturer of the product or the Supplier before shipment to the Customer, the time of such testing shall be specified in the agreement. Acceptance testing shall be carried out in the presence of both parties. The Supplier shall in good time confirm the exact time of the test. The Customer shall make available free of charge such raw materials as are reasonably expected to be required for the test and which the Supplier cannot reasonably be expected to provide. In regard to the acceptance test in other respects, what is stated below in point 5.4, first and third paragraphs, shall be applicable.

5.4 Acceptance tests shall be carried out at the premises of the Customer if assembly or installation is included in the undertakings of the Supplier in accordance with the agreement or if special agreement has been concluded in regard to acceptance testing. Unless special test routines for acceptance testing have been stipulated, testing shall be carried out in accordance with the practice that is followed for checking the function of products of a similar nature as the product which is the subject of the agreement. Acceptance testing shall take no more than two working weeks to perform unless otherwise specified.

If acceptance testing is to be carried out at the premises of the Customer, the Supplier shall inform the Customer in writing of the date when the product is expected to be ready. Such information shall be given in such good time that the Customer will have time to make the necessary preparations. Acceptance testing shall be carried out in the presence of both parties. The customer shall provide power, lubricants, water, fuel, operating personnel, raw materials and other materials of all kinds free of charge in the amounts that it is reasonably expected will be needed for acceptance testing and adjustments in connection with such testing.

If acceptance testing reveals that the product is defective or is otherwise not in conformity with the agreement, the Supplier shall at his own expense promptly rectify the fault or bring the product into conformity with the agreement. At the request of the Customer a new test shall subsequently be performed to determine the effective date of delivery. If the defect is of an insignificant nature a new test cannot be demanded. Departures from technical specifications shall not be considered insignificant defects.

5.5 The effective date of delivery is the date on which the product has been delivered in accordance with the agreement. The Customer shall be considered to have taken possession of the product on the effective delivery date.

If acceptance testing is to be carried out, the effective delivery date is the date on which the product after assembly has been tested and found to work in accordance with the agreed specification.

To the extent that the agreement is in respect of delivery of separate main parts/sub-deliveries which are not related to each other in such a manner that they cannot be used without each other for their intended purpose, the effective delivery date shall be determined for the main parts/sub-deliveries separately and individually.

5.6 If the product does not conform with the agreed specification or if the parties determine defects in the design, materials or workmanship, and if without hindrance thereof the Customer can make use of the product for its main purpose, this date shall not be considered the effective date of delivery concerning those parts which do not fulfil the agreed specification or those parts where defects were determined. The Supplier shall at his own expense and within reasonable time bring the product into conformity with the agreement.

5.7 If the time for completion specified in the agreement is only approximate, either party is entitled when two-thirds of the time thus specified has elapsed, to request the other party in writing to reach agreement about a definite time.

The time thus determined shall, in connection with implementation of the agreement, be considered as the agreed date of delivery.

6. Price, payment, customs duty, etc.

6.1 Unless otherwise agreed, prices specified in the agreement shall include the cost of such packaging or protective measures as under normal transport conditions are required to prevent damage to, or deterioration of, the product before it arrives at the location indicated by the Customer.

6.2 Swedish value added tax is added to the agreed price. Over and above this, the Supplier is entitled to compensation for increases in costs which arise for him on account of changes in customs duty, import duty or other taxes or charges bearing direct reference to the fulfilment of the Supplier's undertakings. This applies only to the extent that the Supplier and/or the manufacturer did not know about nor should have known about such changes at the time of submitting the tender or, in the event that the agreement was concluded afterwards, at the time of concluding the agreement.

6.3 Payment shall be made against invoice within 30 days of the invoice date unless other terms of payment have been agreed upon.

6.4 Prices are specified in Swedish kronor (SEK) unless otherwise stated. Unless otherwise agreed, prices are in Swedish kronor subject to any intervening changes in the foreign exchange rate. In order for conversion of such prices in Swedish kronor to be allowed, the foreign currency and the rate of exchange to which the price in Swedish kronor is related shall be specified in the tender and/or agreement.

In connection with payment, settlement shall take place after conversion at the rate applicable on each payment occasion, subject to correction of the exchange rate applicable on the Supplier's first possible foreign exchange conversion opportunity. Should the Customer so request, the Supplier shall cooperate in arranging for exchange risk cover on behalf of the Customer and at the Customer's expense.

6.5 Should leasing or similar financing arrangements prevent the Supplier from invoicing on the effective date of delivery and receiving payment, the Supplier is entitled to debit the Customer a fee corresponding to the rent from the effective delivery date to the invoice date.

6.6 Details of prices and other conditions of a confidential nature must not be disclosed to outside persons.

6.7 If assembly is included in the undertakings of the Supplier, the cost of such assembly is included in the price unless otherwise agreed upon.

7. Reservation of title

7.1 The product remains the property of the Supplier until it has been paid for in full. Acceptances or other instruments of debt are not considered as payment until they have been redeemed in full.

7.2 Until right of possession has been transferred to the Customer, the Customer undertakes to take good care of the product and not to carry out any alterations to, or modifications of the product, or to transfer the right of possession of the product, without the written consent of the Supplier.

8. Delivery, freight costs, Insurance, etc.

8.1 Delivery takes place on the premises of the Customer at the place designated by him. The Supplier is to attend to transportation, including transport insurance, and to select the most suitable means of transport. All costs of assembly and freight, as well as costs of forwarding and transport insurance, are included in the price unless otherwise agreed upon. This is applicable only in the case of machinery deliveries. In connection with assembly, costs of moving and unpacking are included in the price unless otherwise agreed upon.

Should the Supplier so require, the Customer shall provide assistants for the assembly work. The Supplier shall make known his requirements in this respect not later than at the time of concluding the agreement.

8.2 The Supplier is to carry the risk of loss of, or damage to, the product up to and including the effective delivery date, but not for loss or damage that is caused by the Customer or his personnel. However, the Customer is under obligation, from the time the product has been set up at the place designated (even temporarily) by him, to keep the product insured to the extent specified by the Supplier, in which connection the Supplier's interest in this case shall also be insured until payment has been made in full, but always until the end of the guarantee period. If the Customer has neglected to arrange insurance cover as has now been stated, and a loss occurs, the risk associated with the product is considered to have been transferred to the Customer as soon as the product was set up at the place designated (even temporarily) by the Customer. The Supplier is entitled to take out the necessary insurance at the Customer's expense if the Customer has neglected to do so. If a case of loss occurs which is covered by the insurance as specified in this point, the insurance indemnity falling due shall accrue to the Supplier against him fulfilling his obligations in accordance with the first paragraph.

8.3 The Customer is to defray all costs of dismantling and return freight in the event that the Supplier cancels the agreement in consequence of a breach of contract on the part of the Customer. The same applies in the case of rental or leasing when the agreement is not extended.

9. Solvency of the parties

9.1 If the Customer has been declared bankrupt, has compounded with his creditors, suspended payments or is in such a state of insolvency that purchase money, rent or other expenses cannot by rights be paid to the

Supplier, the Supplier shall be entitled to withhold delivery until good and valid security is lodged. If no such security is lodged by the Customer within a reasonable time from being called upon to do so by the Supplier, the Supplier shall be entitled to cancel the agreement in respect of that portion of the products for which payment has still not been received. The Customer shall pay an amount corresponding to rent and other expenses up to the date on which the delivered

9.2 If the Supplier has been declared bankrupt, has compounded with his creditors, suspended payments or is otherwise in a state of insolvency and on account of that cannot fulfil the agreed delivery nor is able to lodge good and valid security for fulfilment of the delivery, the Customer shall be entitled to cancel the agreement in part or in full.

10. Delay in payment and the lodging of security

If the Customer otherwise than as stated in point 9.1 does not lodge the agreed security or fails to make payment in the right time, the Supplier shall be entitled to:

10.1 move forward the assembly date and agreed date of delivery to a point in time that is warranted in view of the circumstances, whereby the Supplier is entitled to liquidated damages unless in view of the circumstances in the case it may reasonably be assumed that the Supplier has not suffered any damage. Should the Supplier wish to claim liquidated damages he shall advise the Customer to this effect within reasonable time in writing. Liquidated damages shall be calculated in the same manner as in connection with late delivery as per point 11.4. If liquidated damages are payable for a certain product, then penalty interest cannot be levied for the same product.

10.2 in the event of delay in payment due to undue delay of approval of the acceptance test or other reason, charge penalty interest which exceeds by a certain percentage the current official discount rate of the Bank of Sweden.

The size of the penalty interest shall be specified in the Supplier's confirmation of order and invoice. In the event of a change in the official discount rate, the penalty interest is to be changed with effect from the following month.

10.3 declare the remaining purchase money, rent or expenses due for payment at once, in full, after a delay of 30 days, or cancel the agreement. The Supplier is in such case also entitled to cancel the agreement partially if the units not embraced by the cancellation can be utilized in accordance with the agreed specification notwithstanding the recovery of units embraced by the cancellation. However, in the case of hire purchase the provisions of the law on hire purchase between entrepreneurs shall be applicable. The Customer shall pay amounts corresponding to rent and other expenses up to the date on which the delivered product is to be dismantled by the Supplier. The Customer is entitled to utilize the product until the date of dismantling as specified by the Supplier. Should the Supplier cancel the agreement, the Supplier shall also be entitled to damages.

11. Late delivery

- 11.1** Should a party find that a delay will arise, or if a delay appears probable, the other party shall be advised of this in writing without delay. In this connection the reason for the delay shall be stated and also as far as possible the point in time when it is expected that delivery or reception can take place. Should a party fail to advise of this in writing within reasonable time, the other party shall be entitled to compensation for the damage that could have been avoided if the party had been advised in time.
- 11.2** Should the Supplier fail to fulfil his obligations within the agreed time the Customer is entitled to liquidated damages unless in view of circumstances in the case it may reasonably be assumed that the Customer has not suffered any damage. However, liquidated damages shall not be payable for the time during which an equivalent product has been placed free of charge at the disposal of the Customer. Should the Customer wish to claim liquidated damages, he shall advise the Supplier in writing to this effect within reasonable time.
- 11.3** Should the Customer cause a delay in delivery by not puffing premises in order in good time or by any other action or omission not embraced by point 10, the Supplier is entitled to move forward the date of assembly and the agreed delivery date to a point in time that is warranted in view of the circumstances. The Supplier is then entitled to liquidated damages calculated in the same manner as in connection with late delivery as per point 11.4, unless in view of the circumstances in the case it may reasonably be assumed that the Supplier has not suffered any damage.
- 11.4** Liquidated damages shall be payable for the first five weeks in the amount of 0.5% of the purchase price for each completed week of delay in respect of that part of the product which cannot be used for its intended purpose. For the fifteen subsequently following weeks liquidated damages shall be payable in the amount of 0.25% of the purchase price per completed week of delay for that part of the product which cannot be used for its intended purpose.
- 11.5** If either party delays delivery by more than a total of three months, the other party is entitled to cancel the agreement, insofar as delayed units are concerned, by advising the offending party in writing. Similarly, the Customer is entitled to cancel the agreement in respect of other units if they are so related to the delayed units that they cannot be used principally for their intended use. If either party cancels the agreement that party is also entitled to damages.
- 11.6** If the effective delivery date for the product in its entirety could not be determined as per point 5.6 and the Supplier could not within three months rectify the fault, and should the Customer not cancel the agreement as per point 11.5, the Customer shall be entitled to a price reduction of an amount that corresponds to the fault or the deficiency in the agreed upon specification.

12. New products, design modifications, substitute products

- 12.1** Before delivery the Supplier has the right, without advising the Customer in advance, to introduce detail changes in the design for the purpose of improving the product.
- 12.2** By agreement with the Customer the Supplier may substitute a different product for the contracted product. Such substitute product shall satisfy the requirements specified in the agreement and shall be equivalent to, or have greater capacity than, the original product.
- 12.3** The Customer is entitled to make changes in a product owned by him. The Customer is not entitled to make changes in a rented product without the written consent of the Supplier. The Customer is entitled to add attachments to a product owned or rented by him or to connect another product directly to such product or use accessories and consumable items of other make provided that the specifications of the Supplier are met.

If such changes, attachments or products of other make render ordinary and practical operation or maintenance of the agreed product more difficult, the Supplier is entitled to compensation for extra costs arising in connection with this and also to an adjustment of guarantee and maintenance conditions.

13. Relocation of product

Should the Customer intend to relocate the product in connection with a rental and/or maintenance contract, the Supplier shall be informed of such measure in writing in advance and also of the premises to which such relocation is to be made. If these premises are so situated that relocation entails increased maintenance costs, the Supplier shall be compensated for this and shall also be entitled to an adjustment of the guarantee and maintenance conditions. The Customer is to defray all costs of moving and installation, including the costs to the Supplier of work involved in planning premises, dismantling of equipment and reinstallation.

14. Liability for use and inspection

- 14.1** It is incumbent upon the Customer to assume liability for obtaining permits and concessions and for carrying out the necessary inspection and safety measures to the extent that this is not otherwise stated in these delivery conditions and the agreement in other respects.
- 14.2** The Supplier shall take the necessary steps to observe the secrecy regulations applicable in the Customer's company and which were imparted to the Supplier in writing when the agreement was concluded.

15. Infringement action

- 15.1** The Supplier is to undertake at his own expense the defence of the Customer if any action is taken against him for infringement of a patent or copyright on account of using the delivered product or parts of it in Sweden. The Supplier further undertakes to reimburse the Customer for the indemnities and damages awarded against him in connection with such legal action. The undertakings of the Supplier are applicable only on condition that the Supplier is immediately informed in writing by the Customer about any claims lodged or action brought and also that the Supplier alone shall determine the defence to be adopted against such action and perform all negotiations concerning out-of-court settlement or conciliation.

- 15.2** If the above-mentioned infringement is finally found to have occurred and the Supplier has been allowed to take part in the legal proceedings or out-of-court settlement, or if in the opinion of the Supplier it is likely that such infringement has occurred, the Supplier shall at his own expense either afford the Customer the right to continue using the product or product parts or replace it with another equivalent product, the use of which does not involve infringement, or change it so that infringement no longer exists.

In each and every one of the above-mentioned cases the product shall at least have the agreed performance. If it is not possible to eliminate infringement without functional deterioration of the product, the Customer shall be entitled to a price reduction corresponding to the functional deterioration, taking into account the time the product has been used, or if the functional deterioration is substantial, to cancel the agreement. In the event that infringement cannot be circumvented the Supplier has the right to take back the product and, in the event of a purchased product, credit the Customer a sum which in view of the circumstances is reasonable. The same right is applicable if the functional deterioration as above is substantial.

- 15.3** The Supplier is not liable to the Customer for claims due to infringement which are based on the use of the product in combination with products not delivered by the Supplier, or due to the product having been changed or used in a manner for which it was not designated.
- 15.4** The liability of the Supplier to the Customer for patent infringement or infringement of copyright is dependent on the Customer observing what is stated in point 15.1 and is limited to what is specified above.

16. Guarantee

- 16.1** The Supplier undertakes in accordance with what is stated here and in points 16.2-16.7 below to rectify all defects in the product arising as a result of shortcomings in design, function, materials or workmanship.

The Supplier's guarantee for new products is valid for an equally long period of time as the subcontractor's or manufacturer's guarantee, but at least six months from the effective date of delivery. Guarantee periods for used products are to be agreed upon separately from case to case as well as the guarantee period that is referred to in point 16.7. If such an agreement should be concluded, then what is otherwise stipulated in points 16.2 - 16.8 shall apply if nothing else is agreed upon. If such an agreement is not concluded, then the regulations of this agreement concerning guarantees do not apply to used products in any way. If the plant is used more intensively than has been agreed upon or than what may have been assumed probable when the agreement was concluded, the guarantee period will be shortened to a corresponding degree.

- 16.2** After having received a report from the Customer about such fault as is referred to in point 16.1, the Supplier shall rectify the fault with all haste and at his own expense. The Supplier is entitled at his own discretion to repair or replace the defective product or part of it.

In order to substantiate any future production of evidence, vital complaints shall also be made in writing. If the Customer fails to submit a complaint in writing within three months after attention has first been called to a certain alleged defect, in accordance with what has just been mentioned above, the Customer will not be entitled to demand that the matter be brought before a court of law.

16.3 The Supplier is not liable for faults or defects which are due to materials provided by the Customer or to a design prescribed by him. Neither is the Supplier liable for faults or defects due to unforeseen working conditions or incorrect use. Accordingly, the guarantee liability does not inter alia cover faults or defects due to negligent maintenance or incorrect assembly on the part of the Customer, changes made without the written consent of the Supplier, repairs effected incorrectly by the Customer and normal wear and tear or deterioration.

16.4 When a maintenance contract has been concluded the Supplier guarantees, as long as the maintenance contract remains in force, that the machine products supplied meet the technical specifications according to this agreement.

16.5 Parts which on account of the Supplier's guarantee have been supplied in exchange or have been modified are covered by the same guarantee as applies to the original product for a period of six months from the time of assembly after replacement or modification. However, the guarantee period for other parts of the product shall only be extended by the period of time the product has been unusable as a result of a fault or defect embraced by the Supplier's guarantee undertaking.

Defective parts which have been exchanged shall be placed at the disposal of the Supplier.

16.6 In the event that the Supplier, in spite of being so requested, fails to fulfil his obligations in accordance with 16.2 or 16.5 within a reasonable time, the Customer shall be entitled either to have the necessary repairs carried out or to have new goods manufactured at the risk and the expense of the Supplier, provided that in such connection he proceeds with prudence or, if the fault or defect is of importance to the Customer and the Supplier realized this or should have realized it, shall be entitled to a price reduction in an amount that corresponds to the fault or the deficiency in the agreed upon specification or cancel the agreement concerning the part of the plant that due to the negligence of the vendor could not be utilized as intended.

16.7 The Supplier is to guarantee the availability of spare parts and maintenance for a period of at least five years from the effective delivery date of the original delivery. If the Supplier is only a dealer for the product in question the guarantee is not valid in cases where the dealer's supplier has become unable to furnish the dealer with spare parts that only he has been able to make available, and this inability could not reasonably have been foreseen by the Supplier at the time the purchase agreement was concluded.

16.8 If the Supplier has sold the product in his capacity as dealer for a foreign manufacturer and subsequently ceases to be such a dealer the Supplier shall, in the event that the manufacturer appoints another dealer to represent him in Sweden, be entitled to transfer to the new dealer his rights and obligations in respect of guarantee and service work as stipulated in the agreement.

17. Force majeure

Should a party be prevented from fulfilling this agreement due to circumstances beyond its control which were not reasonably foreseeable when this agreement was concluded, and where the consequences of such circumstances could not reasonably have been avoided or overcome; or that the subcontractor of such party was prevented from fulfilling his delivery due to circumstances referred to here, it shall constitute a case of relief which entails postponement and relief from liquidated damages and other sanctions. This is applicable regardless of whether the cause of the delay occurs before or after the agreed delivery date. If fulfilment of the agreement is substantially prevented for a longer time than three months on account of a certain abovementioned circumstance either party is entitled to renounce the agreement in writing without obligation to indemnify.

18. Liability for personal Injuries and for damage to property before taking over

18.1 In case of injury to persons or damage to property occurring before taking over the product, the liability shall be divided as follows:

- a)
 - I) the Supplier shall at his own expense make good every loss or damage in respect of the product or the plant occurring before the risk of such loss or damage has passed from the Supplier to the Customer, regardless of the cause of the loss or damage apart from action or lack of action on the part of the Customer,
 - II) the Supplier shall at his own expense make good every loss or damage in respect of the product occurring after the risk of such loss or damage has passed from the Supplier to the Customer, provided that the loss or damage has been caused by action or lack of action on the part of the Supplier,
 - III) should any loss or damage arise in respect of any part of the product as a result of circumstances for which the Supplier in accordance with that is stipulated above in I) and II) is not liable, such loss or damage shall at the request of the Customer and at his expense be made good by the Supplier;
- b) in case of damage to other property of the Customer besides the actual plant, the Supplier shall indemnify the Customer to the extent that the damage has been caused by the Supplier or is due to shortcomings in equipment or tools which the Supplier has provided for assembly if it is shown that the Supplier has neglected to observe due competence and care;
- c)
 - 1) in the case of personal injury the liability of the Customer and the Supplier in respect of the injured person shall be determined by applicable law,
 - II) should the injured person put forward any claims for damages from the Customer, the Supplier shall indemnify the Customer for such claims to the extent that the injury is due to any of the circumstances mentioned in paragraph b) above,
 - 111) should the injured person put forward any claims for damages from the Supplier, the Customer shall indemnify the Supplier unless the Supplier in accordance with I) above should have been under obligation to indemnify the Customer in the event that claims are put forward for damages from him;
- d) in case of damage to the property of a third person the regulations in paragraph c) above shall be applicable where relevant;

- e) the regulations in the point shall be applicable to action and lack of action on the part of the personnel of the parties to the same extent that they are applicable to action and lack of action on the part of the parties themselves. Any person who acts on behalf of the Supplier or who the Supplier is responsible for, is considered to be Supplier's personnel in this respect.

In regard to action and lack of action on the part of extra labour made available by the Customer in accordance with point 8.1, the Supplier shall be liable for the consequences of any orders and instructions which have been incorrect or which have been given to a person who on receiving the order or instruction demonstrably stated that he did not have the necessary qualifications;

- f) the parties are entitled to conclude special agreements concerning the extent of liability for damages.

18.2 Should a party against whom claims for damages have been put forward wish to utilize his rights in accordance with point 18.1 c) and d) he shall inform the other party about the claim and, if the other party so wishes, allow him to conduct all negotiations for settling the claim and to conduct his defence or, to the extent it is permitted by law, to intervene in the legal proceedings.

18.3 The regulations in points 18.1 and 18.2 shall similarly be applicable where relevant during the period of time the Supplier is present at the assembly site for the purpose of fulfilling his obligations in accordance with points 16.1-16.6.

19. Liability for the harmful properties of the product (product liability) after taking over

The Supplier is liable for damage to property only if it can be shown that the damage was caused by negligence on the part of the Supplier or a person for whom the Supplier is responsible.

The Supplier's liability for personal injury is regulated according to the Product Liability Law (1992:18).

20. Limitation of liability to pay damage

20.1 It is incumbent upon the party claiming that a breach of contract exists to take all necessary steps to limit losses thus arising insofar as he can do so without unreasonable cost or inconvenience. Should he neglect that, the party breaking the contract is entitled to demand adjustment of the damages.

20.2 The Supplier's liability to pay damage for personal injury is limited per injury to 100 times the base amount at the time of the occurrence of the injury according to the Law of Common Insurance (1962:381). Liability for damage to property only includes reimbursement for direct loss and is limited to 50 base amounts per occurrence.

20.3 The liability of either party to pay damage shall, except in cases referred to in point 20.2, be limited to direct losses to a maximum of 10% of the total amount of the contract.

20.4 Limitations in the liability of the Supplier specified in this agreement are not applicable if the Supplier has been guilty of gross negligence.

21. Arbitration

Disputes concerning the interpretation or the application of this agreement and the therewith connected legal aspects shall be settled by arbitrators according to Swedish law. If, at the time of dispute, the value of what is claimed clearly does not exceed ten times the current base amount according to the Law of Common Insurance (1962:381), the dispute shall be settled by a single arbitrator, appointed by the Stockholm Chamber of Commerce.

22. Umitation of legal proceedings

22.1 A party wishing to put forward a claim for damages on account of errors or negligence on the part of the other party shall, in order not to lose his right to institute proceedings, call attention to the errors or negligence in writing not later than three months after such errors or negligence have come to his knowledge.

22.2 If a party has not called for arbitration within twelve months from the day it notified the other party of a defect or negligence, such party has lost its right to pursue a claim concerning the defect or negligence.

23. Extent of the agreement, amendments and additions

23.1 Amendments or additions to the agreement shall be made in writing, as also shall guarantees of performance and other undertakings, concessions and arrangements in connection with the agreement.

23.2 Should a party make concessions over and above the agreement, this shall not change or influence his rights or obligations on other occasions or in other respects besides those to which the concession refers.

24. Transfer of the agreement

With the exceptions specified below, parties are not entitled to transfer this agreement without the written consent of the other party.

The Supplier is entitled to transfer the right to receive payment according to this agreement without the consent of the Customer.

The Customer is entitled to finance purchase through leasing companies approved by the Supplier. In such case, however, relevant parts of this agreement will continue to be applicable between the leasee and the Supplier.

A party is entitled to transfer the agreement without the consent of the other party to another company in a combine or group of companies in which the party was included at the time the agreement was concluded or may later be included. This applies in a corresponding manner to government and municipal organizations.

Should the new party fail to fulfil the obligations pursuant to the agreement, the original party is to be responsible for fulfilment of the obligations.