

Current General Sales Conditions of Distripac AB

All orders are subject by acceptance by Distripac AB, at the head office in Malmö Sweden, and, further subject to the following Terms and Conditions.

Distripac AB Terms and Conditions

The terms and conditions as set forth below are the sole terms and conditions of buyer's order. Without prejudice to other forms of acceptance, the failure to object to these terms upon receipt of them, or on acceptance of any shipment hereunder, shall constitute acceptance of Distripac AB's terms and conditions.

Section 1. Delivery and freight

The product shall be delivered Ex works Distripac AB inventory, unless otherwise agreed in writing and reflected on the invoice. The quantity delivered or shipped, and quantity billed thereafter will be determined by the quantity shown on customs check documents or transporting documents. No claim in regard to quantity will be accepted by Distripac AB unless they are noted on the above documents at the time of delivery or shipment reported in writing to Distripac AB, within 10 days following delivery. Distripac will make any reasonable effort to effect shipment on the date requested or within shortest possible time thereafter to deliver the quantity ordered, however it is understood that the shipping dates must be considered as tentative, and the quantity shipped may vary within the following tolerances of $\pm 10\%$.

Section 2. Prices

All selling prices are those in effect at the time of shipment. Distripac may change its selling prices at any time for the product ordered hereunder. Buyer do not have the right to cancel the order, however prices will not change to products which have been shipped and invoiced. If customs duties, taxes or similar fees and charges are included in the price of products, then any increase in any such customs duties, tax, fees or charges prior to the date of delivery, as well as any new charges introduced prior to that date, shall be charged to the buyer.

Section 3. Warranty

Distripac makes no warranties regarding product sold hereunder, except that such product shall conform to Distripac A specifications either as in effect at the time of delivery or shipments or as incorporated. Distripac AB makes no other warranties whether as to this fitness of the product for any particular purpose. Buyer and Distripac AB agree that the only applicable to the sale of the product shall be those contained in these Terms and Conditions.

Section 4. Maximum Liability

Maximum liability, if any of Distripac AB for any reason including without limitation, failure of product to meet specifications, non-delivery or improper delivery, shall be limited to the amount of the purchase price payable with respect to the product in dispute or at Distripac AB's option. Distripac AB may replace any non-conforming product. As a condition of Distripac AB's request, return the product to Distripac AB warehouse in the same condition received by the buyer. In no event will Distripac AB be liable for any incidental or consequential damages. Buyer agrees to indemnify Distripac AB against any claims by buyer's customer.

Section 5. Force Majeure

Distripac will be relieved from its obligations of any non-performing in all causes of force majeure, defined herein to include, without limitation, labour troubles, strikes, fires, accident, floods, wars or shortage of transportations, materials or energy, governmental acts, and or requirements and any all like different causes, beyond the control of the parties hereto. Distripac AB shall be relieved of its obligation hereunder if unpredictable circumstances cause performance to become any economic hardship. Distripac may during any time of force majeure as herein defined, allocate the available supply of products amongst customers in such manner as may deemed equitable in the sole judgement of Distripac AB.

Section 6. Payment

Our terms of payment are noted on the invoices. Payment of our invoices must be in accordance with the instructions set forth thereon. The establishments of bills, warrants, or notes, the payable will not modify these instructions. The invoices shall be paid free of any charges or transfer costs, or other costs and free of any other deductions or set-off, for whatsoever reason. In case of any late payments, the amount shall yield 8 % interest as of payment date, by right and without any prior notice. These payment terms shall be governed in all respect by the law of SWEDEN, except to the extent that such law would render any provisions hereof invalid. All claim or controversies relating to the sale of product shall be submitted to the competence of the courts of Sweden, no matter where the product have been shipped, the method of payment or plurality of defenders. Any other jurisdiction is hereby waived and in no case shall the effects of this clause be invalidated by Distripac AB acceptance of payment of any invoices in other location. Distripac reserves the right to require adequate security from buyer or advance payment before making continuing shipments hereunder in the event that the buyer's credit shall at any time be or become impaired. Ownership of the delivered product shall be retained by Distripac AB until the purchase price have been fully paid, and also on earlier or later deliveries. The product affected by the purchase price shall therefore take place of the product itself and shall as precaution be transferred to Distripac AB warehouse and Distripac AB shall be entitled to collect the purchase price. If the product of which ownership has been retained of purchase price to which the right have been transferred in advance, be endangered by judicial execution measures.