



## Delivery terms 2011

**FRONTSIDE Electronics AB**  
Företagsvägen 2  
435 33 MÖLNLYCKE

### 1. Introduction

The buyer's acceptance of the seller's offer means acceptance of the seller's delivery terms.

Any departure from the following terms contained in the buyer's own document or otherwise stated by the buyer's approval is invalid if the seller has not confirmed such departure to the buyer in writing.

### 2. Contractual Tender

The seller's quote is valid only for 30 days unless otherwise stated.

Unless otherwise specified, SEAL2012 applies.

If there is a disagreement between the seller's delivery regulations and SEAL2012, the seller's delivery rules will prevail.

### 3. Terms and Conditions

Delivery terms are stated in quotation.

The seller states in quotation a preliminary delivery time. The buyer is aware that for the provisional delivery time to be confirmed, both the provisional delivery time of the input material must be confirmed and the buyer submits all necessary information, documentation, drawings, etc. necessary for the production to commence. For delays of the above mentioned factors that may affect the delivery time of the products, the seller is not responsible.

In the event that the order of input material requires minimum quantities and/or pack sizes, the buyer will be informed of this by quotation. The cost of input material included in packaging or quantity is charged to the buyer at the time of completion. For new orders where this material can be used, this cost and/or parts will be credited to the next completed order.

If the buyer fails to comply with the agreed terms of payment of the purchase price, the seller is not obliged to provide further deliveries.

### 4. Return Times, Defects and Buyers Right to Cancel Contract

Complaints regarding missing or defective goods delivered must be done immediately, and under all circumstances within 30 days of delivery date. After 30 days, the buyer waives the right to claim missing goods or defects.

If there are goods missing or parts thereof, the seller is entitled to be given the opportunity within a reasonable time to rectify the shortfall.

The buyer has full functional responsibility for the product which includes documentation, test equipment with its software. The seller is responsible for the material purchased by the seller, composition and visual inspection of the buyer's product. The seller is responsible for ensuring that the buyer's documentation is followed, testing equipment with its software is used in the manner described.



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If the buyer's desired feature is not achieved, the seller makes a limited troubleshooting of the product, then the product is delivered to the buyer who investigates and establishes a proven error of the seller. The seller then replaces the specified defective item free of charge, provided that the wrong goods are sent to the seller at the buyer's expense. Thereafter, the product is repaired to the required extent within the normal time of material procurement and work. If the seller offers such a solution to remedy the defect or repair, the buyer is not entitled to cancel the purchase or claim compensation.

The seller never compensates downtime, loss of time, loss of earnings, other indirect loss or other overheads such as sending out personnel, calling for goods, tracking and inquiry, or sending notice regarding this.

### **5. Payment**

Payment terms are stated in quotation, order notice and invoice.

In case of delay exceeding the agreed payment period, interest on late payment will be charged. The interest rate is shown in the order notice and invoice.

If the seller has agreed with the buyer's orders and following the contract has purchased material for the buyer's products and/or to a buyer's finished stored products, the goods will immediately be due for payment if the buyer does not take out the goods in accordance with the agreed delivery rate and volume.

Currency quoted for quoted prices is listed on the quotation. Adjustment of this occurs at the time the seller invoices input material, and the buyer is debited, alternatively, credited this amount.

For the collection of invoices due for payment, the seller is entitled to turn to the duly qualified public court.

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