JOWA AB
TERMS AND CONDITIONS

MAY 10th, 2021
Supersedes prior November 23rd, 2020
Terms & Conditions. Subject to change without notice.

The goods of JOWA AB (Seller) purchased by the buyer (Buyer) are subject to the terms and conditions set forth herein, all of which you agree to in placing an order for our products or services.

PRICES - All quotations are subject to written factory approval.
Prices are firm for sixty (60) days from quotation date, and apply to shipments made by Seller within six (6) months of quotation date.

PRIOR NOTICE - Prices, products offered, product construction and specifications are subject to change, at the discretion of Seller, without prior notice given.

TAXES - Prices quoted do not include any applicable sales, use, excise, or similar taxes,foreign or customs duties and tariffs which are the responsibility of the Buyer.

COLLECT - A service fee for collect orders will be added when the Seller books transportation on Buyer´s or Third party´s shipper account. This fee also applies to orders when Seller arrange pickup or collect with Buyer´s forwarder or shipping agent.

STORAGE - To Be Advised (TBA) orders and Collect orders will remain packed no longer than 30 days from the readiness notification, if the Buyer is unable to update the delivery instructions within 30 days the Seller has the right to unpack and use the goods for other causes.

SHIPMENTS - All shipments are EX WORKS KÅLLERED, unless specified otherwise. Partial shipments may be made, where appropriate, with Buyer's approval. For shipments delayed beyond the contract date by the Buyer, Seller shall have the right, at Seller's discretion, to "ship in place" and invoice.

TRANSPORTATION DAMAGE - Shipments must be examined by the Buyer immediately upon receipt. If any external or internal damage is noted the carrier must be notified at once and Buyer must file a claim locally within five (5) days of receipt. Seller must also be notified promptly, but in any event no later than ten (10) days after receipt of the goods.Notification beyond ten (10) days absolves Seller of any liability for damage. Damaged goods are not to be returned to the factory without written authorization.

PAYMENT TERMS - Standard payment terms are net thirty (30) days, from date of Invoice unless specified otherwise.
Unusual costs for legalizing invoices, stamping bills, performance bonds or obtaining order documents as required by the laws of the country of destination are payable by the Buyer and are not included in the purchase price. Detailed instructions for such documentation must be provided with the purchase order.
In case of payment delays, interest shall be charged on all monies from the date they become due and payable, at an interest rate equal to the European Union standards.

DOWN PAYMENT - To cover engineering and advance procurement, a cash payment of 50% is required to accompany all system orders unless specified otherwise, and is payable not later than thirty (30) days from the date the order is accepted by Seller. Progress payments may be required for engineering development, for progressive shipments or for extended manufacturing schedules.

CANCELLATION - Cancellation of an order is subject to a charge and payment by the Buyer of a fee which will be the greater of (a) all costs incurred by Seller prior to written notice of cancellation, as well as any losses incurred due to material commitments, scheduling, or factory dislocations plus a reasonable estimated profit on the not yet completed portion of the purchased goods or (b) 30% of the canceled order value.

WARRANTY - Seller warrants equipment of its own manufacture to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from date of factory shipment. Equipment not of Seller's manufacture is subject to the warranty given to Seller by such manufacturer. Freight, insurance, or customs costs are excluded and will be billed. Installation labor costs and/or service of a factory engineer are not included in warranty coverage or adjustment. Service performed on Seller's products claimed to be defective by other than the Seller will void any and all warranties. Seller does not warranty suitability of its products for specific applications, and cannot predict performance or operating life under particular conditions of service. Seller recommends the conduct of field tests, or extended usage under representative conditions, as the only valid means for determining suitability, or for defining operating life and performance in service. The warranty covers breakdowns arising from manufacturing defects or abnormal failures. It does not cover breakdowns due to improper use. Consumables are not included. Warranty claims will be evaluated according to JOWA's guarantee claim procedure.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED,INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AS TO THE RESULTS TO BE EXPECTED FROM THE PERFORMANCE OF ITS EQUIPMENT OR OBLIGATIONS UNDER A CONTRACTUAL AGREEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ITS PRODUCTS OR OTHERWISE. BUYER ASSUMES ALL THE RISK OF LIABILITY WHATSOEVER RESULTING FROM THE USE OF SUCH PRODUCTS OF SELLER, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER GOODS.

LIMITATION OF LIABILITY - Seller's sole and exclusive warranty obligation is limited strictly and only to repair of our original part, or supply of a replacement part, at Seller's sole discretion, EX WORKS KÅLLERED. A replacement part supplied under warranty will be guaranteed only for the balance remaining on the original equipment warranty.

PROMPTNESS AND JUDGEMENT OF CAUSE - All warranty claims must be made in writing to the attention of Seller within thirty (30) days of discovery of the alleged defect and be accompanied by a full technical description of the purported defect, deficiency or malfunction. Final judgment as to the cause of product failure shall be solely Seller's.

CONDITIONS BEYOND SELLER'S CONTROL (FORCE MAJEURE) - Seller shall under no circumstances be liable for non-performance or delay in performance when due to fire, floods, transportation delays, labor controversy, governmental regulations or actions, strikes, lockouts, breakage of equipment, acts of God, or any other cause beyond its control or normally considered force majeure.

RETURNED GOODS - Returns must have prior factory authorization and shipping instructions, with freight prepaid. Original purchase order references, application information, and performance data must accompany any return. A purchase order number must accompany repair orders, even if disposition of charges is to be subsequently determined. In order to maintain warranty consideration, parts or equipment that have allegedly failed under the provision of Seller's limited warranty must be returned to the factory within thirty (30) days from receipt of replacement(s). If not received within said thirty (30) days, no warranty shall apply and Buyer shall be invoiced for the part or equipment.

DOCUMENTATION AND ENGINEERING DATA - Orders must be accompanied by detailed, installation, or other essential application information. Engineering and manufacturing effort cannot be started prior to receipt of detailed purchase specifications and application data. Layout and assembly drawings will be prepared for customer review and approval (if required) within sixty (60) days from date of receipt of order and receipt by Seller of full application and engineering data.

MD & SDoC - JOWA Material Declarations and SDoC files (Supplier's Declaration of Conformity) for our products are available for download on our website **www.JOWA.com** under each product.

MANUALS - One (1) copy of Instruction Manual, in English, will be provided at no charge with each system supplied by the Seller. Technical Manuals are provided in 'soft copy' only. Soft copy means One (1) USB stick per contract /or per hull /or delivery. The files on USB stick are in .pdf format. No paper copies of manuals are provided, unless otherwise agreed. Other documentation (approval drawings, working drawings, final drawings) are provided on one (1) USB stick per contract /or per hull /or delivery, unless otherwise agreed.// Any required certificates or additional documents for main equipment or spares/consumables must be requested at quote stage. Certificates requested after quote stage or after delivery may incur additional charges.

SYSTEMS RESPONSIBILITY - Unless stated specifically to the contrary, Seller's sales are of equipment only, designed and manufactured to meet physical and performance requirements specified and tested for compliance as separate functional components. When Seller's components are combined with those supplied by others, Seller does not assume responsibility for the functioning of these components in combination.

SECURITY INTEREST - If the goods purchased by the Buyer are delivered to the Buyer without full payment or through the extension of credit by Seller to the Buyer, Seller retains and Buyer grants Seller, by its acceptance of such goods, a security interest in and to all the goods purchased by the Buyer to secure the payment of all amounts due hereunder, including principal, interest, freight charges, and other expenses incurred by Seller in connection with the sale of the goods and collection of the amount due.

ATTORNEY'S FEES AND COSTS OF COLLECTION - In the event Buyer fails to pay the invoice amount within the time specified or materially breaches any other provisions of the invoice or contract between the parties, the Buyer shall be liable to pay all reasonable attorney's fees, court costs and other related collection costs and expenses incurred by Seller in prosecuting its rights hereunder.

SYSTEM START-UP - Seller factory personnel are available, and their services recommended, for supervision of new system installation, interconnection, start-up, calibration and checkout. Additional charges may be billed, at per diem rates defined from time to time, for services rendered and for travel and living expenses incurred. Premium rates will apply to overtime, weekends and holidays.

MODIFICATIONS - No modification, amendment, extension, rescission, waiver or other change or alteration of these terms and conditions shall be valid, enforceable or binding on Seller unless agreed to in writing by Seller. Seller shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's Purchase Order, or any other communication from Buyer to Seller unless specifically agreed to by an authorized representative of Seller in writing.

COMPLIANCE WITH LAWS – Under no circumstances shall Seller have any obligation that is found to be in contravention of Swedish laws and, unless in conflict with Swedish law any other applicable law.

GOVERNING LAW - This contract shall be governed by and construed according to the laws of the Commonwealth of Sweden.