

## General conditions of sales

(applicable on purchase of trolleys from Helge Nyberg AB)

### Warranty on trolleys

#### Life time warranty

Helge Nyberg AB's life time warranty on trolleys is applicable on all trolleys in Helge Nyberg AB's standard range of trolleys. This warranty does not apply to ESD-trolleys (see below), custom made trolleys, trolleys outside Helge Nyberg AB's standard range of trolleys or electrical driven trolleys.

In accordance with the provisions in this warranty and as long as Helge Nyberg AB exists, Helge Nyberg AB shall remedy any defect in the goods resulting from faulty design, materials or workmanship.

Under this warranty Helge Nyberg AB shall, at its own expense by replacing or repairing the faulty goods remedy the fault or insufficiency. However, the buyer shall bear the increase in costs for remedying a defect which Helge Nyberg AB incurs when the goods are located elsewhere than at the destination stated in the contract or – if no destination has been stated - the place of delivery.

Helge Nyberg AB's liability under this warranty does not cover defects caused by usage non compliant to Helge Nyberg AB's instructions. Nor does it cover defects due to faulty maintenance or incorrect installation from the buyer's side, alternations undertaken without Helge Nyberg AB's written consent or faulty repairs by the buyer. Finally the liability does not cover normal wear and tear or deterioration.

The warranty described above is exhaustive and Helge Nyberg AB has no liability other than what is stated above.

This warranty is applicable on trolleys invoiced on or after the 1<sup>st</sup> of august 1997.

#### ESD-trolleys 5-year warranty

The warranty on ESD-trolleys is the same as for trolleys in Helge Nyberg AB's regular range of trolleys except for the following.

The time of warranty is limited to five (5) years from date of delivery.

Trolleys are approved by SP Technical Research Institute of Sweden and they fulfil the requirements according to SP-method 2472.

Trolleys leading ability is guaranteed only to the extent the specifications and advices are followed.

### **Electric driven products 1 year warranty**

The warranty on electric driven products is the same as for trolleys in Helge Nyberg AB's standard range of trolleys except for the following.

The time of warranty is limited to one (1) year from date of delivery.

### **Spare parts**

The warranty on spare parts is the same as the above except for the time of warranty is limited to ten (10) years from date of delivery.

## **Sales conditions**

### **Delivery**

The trolleys are delivered Ex Works Ulricehamn, or when agreed, Ex Works from another of Helge Nyberg AB's storages in Europe. If the buyer wishes to use his own freight details these must be sent to Helge Nyberg AB in reasonable time before delivery.

### **Normal packaging**

Helge Nyberg AB's prices include normal packaging. Special packaging and pallets will be invoiced separately after agreement.

### **Damages in transportation**

The goods are sent on the buyer's risk. The buyer shall report damages immediately to the carrier and claim indemnification. Return of goods will not be accepted unless Helge Nyberg AB has given its consent.

### **Price**

Price will be separately agreed. Prices are exclusive of freight and VAT when applicable.

## **Terms of payment**

Unless otherwise agreed, the terms of payment are 30 days net from date of invoice. If the buyer fails to pay by the due date, Helge Nyberg AB shall be entitled to interest from the due date. The interest shall be the Swedish reference rate with an addition of nine (9) percentage points.

## **Recycling**

Helge Nyberg AB recommends the buyer to use a local recycling station. However, the product may also be sent to Helge Nyberg AB for recycling on the buyer's expense.

## **Returns**

### ***Wrong order and wrong delivery***

Before returning the product/-s the buyer shall notify Helge Nyberg AB about the reason for the return. The return must also be confirmed by Helge Nyberg AB before it is being sent.

If the reason for the return is wrong order by the buyer or any other reason for which Helge Nyberg AB is not responsible, the expenses for freight shall be borne by the buyer. Helge Nyberg AB reserve the right to charge a return fee of ten per cent of the product's sales price and expenses for reparation due to possible fault's for which the buyer is responsible.

If the reason for the return is wrong delivery from Helge Nyberg AB, expenses for freight shall be borne by Helge Nyberg AB. The goods shall be packaged as it was when delivered and serial number and name of the assembler must be stated on the return.

Returns not notified in advance will not be accepted.

## **Supplement**

In addition to what is stated above or otherwise expressly agreed NL 01 will apply when applicable.