

6. COMPLAINTS – NON-CONFORMITY

6.1. Any defects and/or lack of quality of the products supplied must be immediately reported. Every termination and/or complaint shall be made, subject to revocation, directly and solely to Nord Ferro AB in writing within 8 days from delivery of the exhaustive product supplied

6.2. It is in any case determined that in case of complaints the check on the products will be made by the seller or his representative who will verify the validity of the claim or of the finding. In case of detected non-conformity of the products, the seller will replace the non-conforming material or to credit the relevant amount, subject to different agreements.

6.3. The parties agree that any claims will affect exclusively the products delivered by Nord Ferro AB. A claim will not be accepted by the seller for Products which have undergone any processing by the buyer.

6.4. In any case, complaints and/or claims, for whatever reason, does not entitle to the suspension of the supply of goods from Nord Ferro AB.

7. LIABILITY AND LIMITATIONS

7.1. Nord Ferro AB is not responsible for direct or indirect damages to persons or property if the product defect which caused the damage did not exist at the time of sale of the product itself.

7.2. The parties also agree that Nord Ferro AB shall in no way be liable for any indirect damage suffered by the customer, including, without limitation, any loss of profit, goodwill, business opportunity or anticipated savings.

7.3. It is in any case agreed that the seller's liability is limited to the cost of the defective or damaged product and that Nord Ferro AB will recognize against the damage caused in a maximum amount equal to the price paid by customer for the purchase of product.

8. RETENTION OF TITLE

8.1. The seller retains full ownership of the product until the full payment of the same is done by the purchaser.

9. DISPUTES AND APPLICABLE LAW

9.1 For any disputes arising from the interpretation, execution and/or resolution of these general conditions of sale, the seller and buyer acknowledge the exclusive competence of the Court of Stockholm (Sweden).

9.2. The supply relationship is considered concluded in Sweden and is governed by the laws of the The Kingdom of Sweden.

Stockholm – Sweden 1.12.2017