

## KYLA-20

### General delivery conditions drawn up by Kyl & Värmepump Importörerna for materials supplied for commercial activities.



#### KYLA-20 Delivery conditions

The General delivery conditions NL 17 apply to the delivery of products and equipment with the following additions and amendments, unless otherwise agreed.

#### ADDITIONS AND AMENDMENTS TO NL 17

##### Quotations

Quotations given by the Seller are valid for 60 days from the date of printing or issuing unless otherwise agreed.

##### Order Acknowledgment

The Seller shall clearly indicate deviations from the order due to additions, restrictions or reservations. If the Buyer cannot accept these amendments, this must be communicated within seven days.

##### Price Changes

Unless otherwise agreed, the following shall apply with regard to the price: Prices quoted in the Seller's price list apply for at least 60 days after the price change has been announced. Price changes due to decisions by authorities or changes in the exchange rate apply from the date of change.

##### Clause 20 in NL 17

Clause 20 has been deleted and replaced by the following terms of payment:

Unless otherwise agreed, payment shall be made within 30 days from the date of invoice. Shipping charges and fees for reminders to be paid in accordance with the Seller's price list. If there is reasonable cause to assume that a party will fail to fulfil their undertaking in accordance with the parties' agreement and/or these delivery conditions, the other party is entitled to demand that an acceptable security be deposited for the party's undertaking.

All prices are exclusive Value-Added Tax.

##### Clause 21 in NL 17

The first sentence has been deleted and replaced by the following:

Interest on overdue payments will be charged from the due date at an interest rate equivalent to Riksbank's benchmark interest rate with the addition of 13 percentage points. The Seller shall also be entitled to compensation for actual recovery costs.

Furthermore, if the Buyer fails to pay by the stipulated date, the Seller may, after having notified the Buyer in writing, suspend performance of contractual obligations until payment is made or agreed securities are given.

##### Clause 25 in NL 17

Clause 25 in NL 17 applies with the following addition:

For delivery of unitary air-handling units\* and Seller prefabricated units\*, the following applies:

In order for the Seller's liability for faults shall be valid, the provided installation and commissioning instructions must be followed and the commissioning and

installation log submitted to the Seller in the event of claims and/or for specific inquiries. The Seller's liability for faults does not apply to consumables included in the maintenance instructions.

##### Clause 26 in NL 17

Clause 26 in NL17 has been deleted and replaced by the following:

For delivery of unitary air-handling units\* and Seller prefabricated units\*, the following applies:

The Seller's liability only comprises faults that appear within two years from commissioning, however, at most 26 months from the day the Product was delivered. If the goods are used more intensively than agreed or what can be considered assumed at the time of entering the agreement, the period of liability will be reduced accordingly.

For the delivery of components\*, the following applies:

The Seller's liability only comprises faults that appear within two years from the day the Product was delivered. If the Product is used more intensively than agreed or what can be considered assumed at the time of entering the agreement, the period of liability will be reduced accordingly.

##### Clause 27 in NL 17

Clause 27 in NL17 has been deleted and replaced by the following:

For the delivery of repaired or replacement parts, in accordance with clause 24, the Seller has the same liability as for the original Product during a period of two years from rectification. For the Product in general, the period of liability is extended only with the time that the Product could not be used due to faults that the Seller is liable for.

##### Clause 28 in NL 17

Clause 28 in NL17 has been deleted and replaced by the following:

Claims for faults or deficiencies concerning a delivered Product shall be made using the Seller's designated form.

Damage to the Product that can be assumed to have arisen during transport shall be reported directly to the carrier and in accordance with the applicable forwarding provisions for the transport. In addition, the Seller must be notified when applicable without delay.

Defects and damage that are discernible on inspection during reception of the Product, shall be reported immediately to the carrier and Seller. Otherwise, defects and damage shall be reported without delay after unpacking.

In other instances, the Buyer shall submit a complaint in writing to the Seller without undue delay after the fault has been discovered and in no instance later than 14 days after the end of the period of liability.

The compliant shall contain a description of how the defect manifests itself.

If there is reason to assume that the fault can cause damage the compliant shall be made immediately. If a complaint is not made immediately, the Buyer loses the right to make an applicable claim due to damage that occurs and which could have been avoided if such a compliant had been made.

If the Buyer does not make a compliant regarding deficiencies, damage or faults within the specified timeframe, the right to make an applicable claim due to the deficiency, damage or fault is forfeited.

#### **Clause 29 in NL 17**

Clause 29 in NL17 has been deleted and replaced by the following:

Once the Seller has received a written compliant pursuant to clause 28, rectification of the fault shall occur in accordance with the provisions in clauses 24–35.

For delivery of unitary air-handling units\* and Seller prefabricated units\*, the following applies:

The Seller is responsible for material, labour and travel costs attributable to the rectification of the fault. In the event of reparation or replacement of material, the Seller shall be contacted prior to the work starting.

Rectification shall be carried out at the Buyer unless the Seller considers it appropriate to send the faulty part or Product to the Seller so that it can be repaired or replaced at the factory.

Compensation for travel costs are limited to 100 kilometres. Costs shall be debited without any profit mark-up and the charge shall be made at the latest 14 days after the rectification of the fault. Verifications and complaints shall be enclosed with the invoice. Costs for rectification of faults or deficiencies as set out above shall be settled within 30 days after approval of the compliant.

Components, which after agreement, are not furnished by the Seller are reimbursed with verified net costs.

For the delivery of components\*, the following applies:

The Seller shall rectify the fault. The Seller is considered to have fulfilled the undertaking when the part or Product has repaired or replaced.

If dismantling and installation of the part or Product is necessary, the Seller is responsible for this and associated costs.

Rectification shall be carried out at the Buyer unless the Seller considers it appropriate to send the faulty part or Product to the Seller so that it can be repaired or replaced at the factory. Components, which after agreement, are not furnished by the Seller are reimbursed with verified net costs.

#### **Clause 33 in NL 17**

Clause 33 in NL17 has been deleted and replaced by the following: Defective parts that are replaced in accordance with clause 24 in NL 17 and clause 29 in these provisions shall be made available to the Seller within 14 days and become the property of the Seller.

#### **Clause 36 in NL 17**

Clause 36 in NL17 has been deleted and replaced by the following:

Regardless of that stipulated in clauses 24–35, the Seller is not liable for faults in any part of the goods beyond four years from the start of the original period of liability.

#### **\* Definition of unitary air-handling unit and Seller prefabricated unit.**

A unitary air-handling unit refers to a factory-made air handling unit with complete refrigerant system that is installed without work on the refrigerant system. A Seller prefabricated unit refers to a unit that the Seller has assembled from purchased factory-made components.

#### **\* Definition of component.**

A component refers to a Product that is not defined as a unitary air-handling unit or Seller prefabricated unit.