



## **Castolin Addendum to General Provisions NL 17, NLM 19 and NR 15**

This addendum forms part of the Castolin Group Directive and is intended to be applied in connection with sales within and outside the Castolin Group, in accordance with the said Directive(s).

THE PARTIES HEREBY AGREE TO THE FOLLOWING ADDITIONS AND AMENDMENTS TO THE ABOVE-MENTIONED GENERAL CONDITIONS

For delivery according to NL 17, NLM 19 and NR 15, the following (deviating) additions and modifications apply:

1. The supplier waives all liability in accordance with the Machinery Directive 2006/42/EC. The client is responsible for the safety requirements set out in the Machinery Directive 2006/42/EC and PED 2014/68/EU).
2. Castolin Eutectic's drawing and manufacturing standards and tolerances apply unless otherwise agreed in writing.
3. Clause 6, second paragraph is deleted and replaced by the following: "If the delay is not due to the grounds for exemption specified in Clause 21, the Contractor shall compensate the Purchaser for the cost of such maintenance to the extent that it exceeds the compensation which the Contractor would have received himself, but not more than 15 per cent in excess of the compensation which the Contractor would have received himself.
4. NL 17 point 12 last sentence is deleted and replaced with: "If no delivery clause has been specifically agreed, delivery shall be made Ex Works Partille, Sweden.
5. NL 17 In point 16, the third paragraph is deleted and replaced by the following: 'The penalty shall not exceed 7.5% of this calculation basis'.
6. NR 15, Clause 16, first sentence, is deleted and replaced by the following If deficiencies in the maintenance work referred to in Clause 13 and defects referred to in Clause 14 become apparent, the Purchaser shall notify the Contractor in writing without undue delay and at the latest within 10 working days.
7. NL 17 Point 17, 3rd paragraph, last sentence is deleted and replaced with the following: "The damages shall not exceed 7.5% of the part of the price relating to the part of the Product to which the cancellation relates".
8. NL 17 Point 19, 2nd paragraph adds "The other party bears all costs in connection with the delivery of goods not received, including transport costs in both directions, ordered by Castolin".
9. NR 15, paragraph 19, subparagraph 1 is deleted and replaced by the following subparagraph:



9:1 The supplier is liable for damage to the customer's property caused by the supplier's negligence at the time of fulfilment of the agreement. The liability per claim is limited to 10 price base amounts according to Chapter 2. 6 and 7 §§ social insurance code unless otherwise agreed.

10. NL 17, point 24, the following is added:

The buyer is obliged to inspect the delivered goods in terms of quantity and quality within the limits of non-hidden defects, immediately after receiving the goods. By signing the shipping documents, the buyer, or the buyer's representative, recognizes the correctness of the quantity delivered and the condition of the products. If, after inspecting the goods, the customer discovers that there are discrepancies with the delivery note (delivery documents), it should immediately, and within three days at the latest, inform Castolin of this in writing.

11. NL 17, point 28, first sentence is deleted and replaced with: "The buyer shall complain in writing to the seller about the defect without unreasonable delay and at the latest within 10 working days after the defect has become apparent and in no case later than two weeks after the expiry of the period of liability under paragraphs 26 and 27".

12. NL 17 Point 29, paragraph 1, last sentence is deleted and replaced with: The other party will return the defective goods to Castolin at its own cost and risk. Castolin will reimburse the other party for the above costs if the complaint is accepted. If the complaint is not accepted, the other party will bear the costs of return transport and all other additional costs incurred by Castolin, including the costs of sampling or laboratory tests, if any, unless otherwise agreed in writing.

13. NL 17, paragraph 35 and NLM19, paragraph 65, supplement d): Following a written complaint to Castolin, the buyer and seller may agree that the buyer will remedy the defect himself. Castolin will reimburse the buyer's costs for remedying the defect as agreed, but not more than 10% over and above the cost that the seller would have incurred to remedy the defect himself.

14. NL17, paragraph 37 adds "This applies to any loss the error may cause such as loss of production, loss of profit and other consequential economic loss".

15. NL 17, paragraphs 38-42 and NLM 19, paragraphs 68-72 are deleted and replaced with the following: The Seller shall not be liable for any infringement of intellectual property rights due to the Product infringing patents, copyrights or other intellectual property rights which are protected and which the Buyer is directly or indirectly responsible for or has initiated.

16. NL 17, point 45, NR15, point 21, and NLM 19, point 75, add "a pandemic is also included as a circumstance constituting grounds for exemption (force majeure)".

17. Paragraphs 48 and 49 of NL 17, paragraph 22 of NR 15 and paragraphs 78 and 79 of NLM 19 are deleted and replaced by the following paragraph:

17:1 Disputes arising out of the contract and anything connected therewith shall be settled by arbitration in accordance with the Swedish Arbitration Act. If the amount in dispute does not exceed ten times the price base amount under Chapter 2, Sections 6 and 7 of the 6 and 7 of the Social Insurance Code excluding VAT, or the equivalent amount in the contract currency, the dispute shall, however, be settled by a general court in Sweden.

All disputes arising from the contract shall be governed by Swedish law.



18. NLM 19, point 49, paragraph 2, last sentence is deleted and replaced by "The liquidated damages shall

not exceed 7.5% of the Contract Price for the part(s) to which the damage(s) relate".

19. NLM 19 paragraph 58 first sentence is deleted and replaced with: "The purchaser shall notify the supplier in writing of any defects without undue delay and at the latest within 10 working days after the defect has become apparent, and in no case later than two weeks after the expiry of the period of liability resulting from Clauses 56 and 57.

For delivery according to NLM 19 the following additions and modifications apply:

20. paragraphs 39 to 44 of NLM 19 are replaced by the following

20:1. When the installation is completed, the installation shall be regarded as handed over unless otherwise agreed in writing in the contract.

21. Paragraph 45 is amended to read: Delivery shall be deemed to have been completed in accordance with the provisions of Clause 16.1.

22. In NLM 19, point 49, second paragraph, last sentence is deleted and replaced with: The penalty shall not exceed 7.5% of the Contract Price.

23. paragraph 59 is deleted and replaced by the following

Where the supplier has received a written notice in accordance with paragraph 58, he shall remedy the defect with the urgency required by the situation.

The supplier has fulfilled his obligations in respect of the defect when he delivers to the customer the duly repaired or replaced part, unless otherwise agreed. Claims for loss of profit, any consequential damage, labor costs for incorporation and, where applicable, dismantling, etc. are excluded unless otherwise agreed in writing. The total compensation claims are maximized at 15% of the delivery value of this contract.

The following additional paragraph is added:

23:1 The supplier is not liable for information provided to the best of his ability by the seller or representative/agent regarding service, technical advice or other information about the products, unless this has been agreed in writing.

Nor is the Supplier liable for the result of the above information or advice unless agreed in writing.