

# General conditions of sale

Valid from 1 of January 2014.

These conditions shall apply to every offer and contract of sale made or entered into by Seldén Mast AB unless otherwise agreed in writing.

## OFFERS AND PRICES

1. All quotations - unless previously withdrawn - are open for acceptance for a period of 30 days from the date of issue unless otherwise expressly stated. Any representations or warranties made or given by anyone on Seldén Mast AB's behalf prior to its acceptance of any order and not contained in the Seldén Mast AB's written quotation are hereby excluded. All quotations are made subject to the goods or materials being available on receipt of the order.
2. Changes in rates of exchange, customs duties, goods duties, other charges or taxes, prices for raw materials, purchase prices, wages or similar circumstances outside the control of Seldén Mast AB, which for Seldén Mast AB would mean additional or increased costs for the fulfilment of the relevant contract of sale will entitle Seldén Mast AB to increase the agreed prices correspondingly in respect of goods remaining to be delivered and affected by the increase, PROVIDED that the buyer is informed of any such increase of the price not later than four weeks before the agreed delivery week (as defined below).
3. All prices quoted are exclusive of valued added tax (VAT).

## DELIVERY

4. In these conditions "agreed delivery week" shall mean the estimated week during which the goods shall be delivered to the buyer and "the goods" shall mean the goods ordered by the buyer in each contract of sale entered into by Seldén Mast AB. Notwithstanding the foregoing unless otherwise expressly agreed, Seldén Mast AB shall be entitled to delivery and invoice goods at any time during the period of six weeks prior to the agreed delivery week. In the event the buyer makes any addition or change in specification of the goods or otherwise which in the opinion of Seldén Mast AB will result in Seldén Mast AB being unable to meet the agreed delivery week it shall be entitled to postpone the agreed delivery week in reasonable proportion thereto.
5. Notwithstanding the provisions of Clause 19 in the event delivery of the goods is delayed by more than two months after the agreed delivery week and this is not due to any of the circumstances mentioned in paragraph 18 or to any other action or neglect by the buyer -the buyer shall have the right to cancel the Contract of sale relating to those goods by giving written notice to Seldén Mast AB.
6. All drawings, technical documents and offers provided by one party shall remain that party's property and the other party shall not be allowed to use or to reproduce or to inform a third party of the existence or details of such documents.

## TERMS OF DELIVERY

- 7.a Terms of delivery are ex Seldén Mast AB's works in Gothenburg and carriage from the works will be charged extra unless otherwise agreed in writing. The risk in goods shall pass to the buyer on delivery. Seldén Mast AB will not be responsible for damage, loss or defect in goods in transit. "The provisions of these general conditions of sale and other terms of delivery shall be interpreted in accordance with INCOTERMS 1990."
- 7.b Upon Seldén Mast AB notifying the buyer that the goods are ready for delivery or tendering delivery of the goods the buyer shall agree to accept delivery of the goods forthwith. If the buyer shall fail to give proper delivery instructions or to accept delivery as aforesaid it shall be liable for all costs incurred by Seldén Mast AB as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase the goods or the right of Seldén Mast AB to damages for breach of such obligation.

## TITLE

8. Seldén Mast AB shall retain title to the goods until payment is made in full. This provision shall not prevent the buyer from selling the goods for full consideration or embodying them in any construction or apparatus in the normal course of business but in such event (to the extent to its indebtedness to Seldén Mast AB in respect of the goods) it shall act as trustee for Seldén Mast AB the proceeds of sale or contract price and shall at Seldén Mast AB's request assign the right to receive the same to Seldén Mast AB. Seldén Mast AB's failure to enforce such rights in any case shall not affect its rights in any other case.

## PAYMENT

9. In these conditions "the invoice price" shall mean the total price of the goods exclusive of VAT and without any deductions in respect of discounts. Unless otherwise expressly agreed, payment shall be made within 30 days from date of invoice and in the event of any delay in payment thereafter Seldén Mast AB shall be entitled to charge interest at the interest rate applied by the Swedish Central Bank from time to time plus 5 percent. If at the time of delivery of any part of a contract of sale Seldén Mast AB shall have any sum or sums outstanding with the buyer or Seldén Mast AB shall have reasonable grounds to suppose that the buyer may have difficulties in payment Seldén Mast AB shall be entitled to cancel the agreement wholly or in part unless the buyer agrees to receive the goods against payment in advance, cash on delivery or correspondingly or to lodge such security for payment as may be approved by Seldén Mast AB.
10. If payment in advance is made at least one month before delivery a discount corresponding to the Swedish Central Bank's ruling rate of interest per annum for the time being plus 5% per annum of the invoice price will be given.
11. If the invoice price has a total value of less than SEK 1000, Seldén Mast AB reserves the right to make a service charge.

## WARRANTY

12. Seldén Mast AB will, in case goods delivered from Seldén Mast AB prove to be defective, at its own choice repair, replace or take back the goods. The goods should be considered defective solely if defects result from faulty construction, material or workmanship. If the goods are accepted in return by Seldén Mast AB, the amount paid by the buyer to Seldén Mast AB for the goods in question will be refunded to the buyer.
13. Seldén Mast AB shall only be responsible for defects which appear on our products within a period of two years from the day of delivery provided always that any defects are notified to Seldén Mast AB in writing within seven days from the day of discovery. Standing rigging a limitation of 20.000 nautical miles.
14. Seldén Mast AB shall not be responsible for defects arising from any material provided by the buyer or by any construction stipulated by him.
15. Seldén Mast AB's responsibilities set out above shall only apply in the event the rigging has been stayed according to Seldén Mast AB's "RIGGING INSTRUCTIONS" and so long as the boat has not been changed in such a way that it diverges from the specifications and information given by the buyer to Seldén Mast AB.
16. The buyer shall notify Seldén Mast AB of any defects or faults in the goods within seven days of the date when the defects become apparent or should have been noted by the buyer.
17. Defective goods shall always be promptly returned to either Seldén Mast AB's factory in Gothenburg, or to the nearest authorised dealer, carriage paid.
18. The undertakings contained in Clauses 12 to 17 inclusive above are given in lieu of and to the exclusion of all conditions, warranties and representations whether express or implied by statute or otherwise as to the quality of the goods or their fitness for any particular purpose or otherwise and Seldén Mast AB shall no liability in respect of the goods save as provide in the said Clauses above.

## PRODUCT LIABILITY

19. In no event shall Seldén Mast AB be liable to the buyer for any damages caused by the products to persons or property other than the sold product.
20. The total liability of Seldén Mast AB on any claim whether in contract, tort or otherwise arising out of the sale, delivery, resale, replacement or use of any product, shall not exceed 50 (fifty) percent of the price allocable to the product which gives rise to the claim. In no event shall Seldén Mast AB be liable for any consequential or indirect damages.

## INDEMNITY

21. Seldén Mast AB shall not be responsible for any loss or damage suffered by any third party caused directly or indirectly by the goods whether as a result of their operation or use or otherwise and whether as a result of any defect there in or otherwise and the customer shall indemnify Seldén Mast AB from any claim arising from any such loss or damage.

## GROUND OF EXEMPTION

22. Seldén Mast AB disclaims all responsibility if the fulfilment of the delivery is stopped, obstructed or delayed owing to circumstances beyond its control, including war, riot, disposal ban, embargo, export or import ban, labour dispute, or any other reason whatsoever causing delivery difficulties for Seldén Mast AB, its suppliers or within the communication services. If such event Seldén Mast AB shall be entitled to cancel the agreement or postpone the agreed delivery week accordingly.

## LEGAL CONSTRUCTION

23. The contract shall be governed by Swedish law.



[www.seldenmast.com](http://www.seldenmast.com)

**Sweden:** Seldén Mast AB • Tel: +46 (0)31 69 69 00 • [info@seldenmast.com](mailto:info@seldenmast.com)

**UK:** Seldén Mast Ltd. • Tel: +44 (0)1329 50 40 00 • [info@seldenmast.co.uk](mailto:info@seldenmast.co.uk)

**USA:** Seldén Mast Inc. • Tel: +1 843-760-6278 • [info@seldenus.com](mailto:info@seldenus.com)

**Denmark:** Seldén Mast A/S • Tel: +45 39 18 44 00 • [info@seldenmast.dk](mailto:info@seldenmast.dk)

**the Netherlands:** Seldén Mid Europe B.V. • Tel: +31 (0)111-698 120 • [info@seldenmast.nl](mailto:info@seldenmast.nl)

**France:** Seldén Mast SAS • Tel: 33 (0) 251 362 110 • [info@seldenmast.fr](mailto:info@seldenmast.fr)

SELDÉN and FURLEX are registered trademarks of Seldén Mast AB