

## SUPPLEMENT/CHANGES TO NL 09 FOR THE DELIVERY OF INPIPE PRODUCTS

### Suitability, etc.

The general delivery conditions NL 09 ("NL 09") with the changes and additions apparent from this supplement apply to the delivery of products, equipment, etc. from Inpipe Sweden Aktiebolag (seller) to the customer (buyer) unless nothing else has been agreed on. Changes and additions indicated in this supplement take precedence over NL 09. For the rest, NL 09 applies without changes if the parties did not come to an agreement in writing on something else.

### Change of point 4 in NL 09 (documentation)

Point 4, first paragraph in NL 09 is replaced by and shall have the following wording: The seller shall supply the buyer at the latest upon the delivery without special compensation a written description or the agreed-on number of such technical documentation which is sufficient so that the buyer will be able to manage the mounting of all parts of the product. The seller is not required to supply documentation for the production of the product or spare parts.

### Change of point 17 in NL 09 (Payment)

Point 17, second paragraph in NL 09 is replaced by and shall have the following wording: Unless otherwise agreed upon, the agreed-on price with the addition of any value-added tax shall be invoiced in connection with the delivery of the product.

### Change of point 25 in NL 09 (claims, etc.)

Point 25 in NL 09 is replaced by and shall have the following wording: The installation of Inpipe liners shall take place according to the valid Inpipe installation manual so that the guarantees shall apply.

The buyer shall immediately report visible damage to or a reduction of the product or products to the carrier which can be assumed to have occurred during the transport. The buyer shall also immediately inform the seller about this.

When the buyer receives the delivery, he shall carry out a reception check in accordance with the valid Inpipe installation manual.

A claim shall be made within two weeks from the delivery to the seller for defects that are discovered or should have been discovered during the reception check. Defects which were not able to be discovered during the reception check to be carried out by the buyer shall be claimed at once when the buyer discovers or should have discovered the defect. The notice, informing and claiming according to this condition shall take place in writing. A claim against the seller shall contain information in accordance with the regulations for managing claims which result from the installation manual valid at the time

and shall contain information about the type and the extent of the defect as well as how the defect manifests itself.

If the buyer does not make a claim within the time periods and in the manner indicated above, the buyer loses the right to make a valid claim based on the defect. If there is cause for the buyer to assume that a defect can entail a risk of damage, the claim shall instead take place immediately when the defect is discovered or should have been discovered.

If a claim is not made at once in such a case but in the proper time according to what was indicated above, the buyer loses the right to make a valid claim based on damage caused to the product and which should have been avoided if such a claim had taken place immediately. If a claim takes place neither in accordance with this paragraph nor with the previous paragraph, the buyer loses the right to make a valid claim based on the defect.

### Change of point 30 in NL 09 (defective parts)

Point 30 in NL 09 is replaced by and shall have the following wording:

Defective parts which are replaced in accordance with point 21 in NL 09 shall be made available to the seller and become the seller's property if the seller requests this in writing within a reasonable time and otherwise they become property of the buyer.

### Change of point 34 in NL 09 (responsibility)

Point 34 in NL 09 is replaced by and shall have the following wording:

The seller has no responsibility for defects beyond what is provided in points 21-34 in NL 09 and the seller's responsibility for defects in the product shall under no circumstances exceed the purchase price for the defective part of the product. The seller shall also not be responsible in any case for an indirect loss which the part can cause, for example, production outage, lost profit and other economic consequential loss. This limitation of the seller's responsibility does not apply if he was guilty of gross negligence.

### Change of point 39 in NL 09 (disputes)

Point 39 in NL 09 is replaced by and shall have the following wording:

Disputes arising from the agreement and everything related to it shall not be subject to a court trial but rather shall be settled in the seller's country by an arbitration procedure according to the laws for arbitration procedures in the seller's country.