

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALES FOR BYGG-OCH MILJÖTEKNIK GRANAB AB.

The following standard terms and conditions shall apply subject to the following amendments and supplements.

- The General Conditions for the Purchase of Goods Intended for Commercial Construction Activities, ABM 07 (not attached) shall apply in connection with any agreement only regarding the sale of material for subfloor systems.
- The General Conditions of Sub-Contract, AB-U 07 (not attached) shall apply with respect to sales of materials and assembly of subfloor systems where the buyer is responsible for the project planning.
- The General Conditions of Contract for Design and Construct, ABT-U 07 (not attached) shall apply in connection with any agreement concerning the sale of materials and assembly of subfloor systems when Bygg- och Miljöteknik GRANAB Aktiebolag ("Granab") is responsible for the planning of the subfloor system. Granab's liability for functionality is limited to the function and characteristics of subfloor systems.

In the event of conflicting information, the General Terms and Conditions of Delivery and Sales for Granab shall take precedence over the standard terms and conditions.

Sound insulation

To ensure that the sound insulation desired by the buyer is achieved both vertically (between floors) and horizontally (on the same floor) in the finished building, all parts of a building design must function properly, which is the buyer's responsibility.

Sound measurement

Sound measurement for determining and confirming impact sound dampening and air-borne sound insulation vertically between room units with the installed Granab Floor Surface System including floor covering shall be carried out by an accredited sound consultant hired by the buyer using a method of measurement in accordance with SS 2 52 67.

Schedule for sound measurement of completed floors

The buyer is responsible for ensuring that sound measurement is performed at an early stage in the current construction project before most of the floor is installed if structural changes are required to obtain the buyer's desired sound insulation.

In room noise absorption

In room noise absorption is not defined in specific sound requirements for a completed construction. A trial floor should be installed for assessment and approval by the end customer before commencing installation of the Granab system, including surface flooring.

Deflection

The Granab Subfloor System including surface flooring provides comfort-adapted deflection as standard through dampening elements in the cross beams. If deflection for spot loads is required beyond the applicable standards and recommendations, a trial floor should be installed for assessment by the customer before commencing installation of the Granab system, including surface flooring.

Reservation of title

Granab retains title to any delivered material.

Sales agents

Sales offers through sales agents are not binding between the Buyer and Granab. Orders must be approved/confirmed in writing by Granab to be valid in relation to Granab.



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Limitation of liability

Granab's liability is limited to defects/deficiencies in design and materials in delivered products. Granab shall not be liable for defects/deficiencies which are a result of the buyer not having complied with instructions or other information provided by Granab. Granab is only liable for products delivered by Granab. Unless otherwise notified by Granab in writing, Granab shall not be liable for the products functioning together with other products not delivered by Granab. The buyer is at all times obligated to conduct any tests and collect any information that may be needed to ensure that the products delivered by Granab are suitable for use with products from another manufacturer to achieve the purpose which the buyer intended.

No re-export to Russia clause

(1) The [Importer/Buyer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

(2) The [Importer/Buyer] shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The [Importer/Buyer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

(4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the [Exporter/Seller] shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) a penalty of 100% of the total value of this Agreement or price of the goods exported, whichever is higher.

(5) The [Importer/Buyer] shall immediately inform the [Exporter/Seller] about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The [Importer/Buyer] shall make available to the [Exporter/Seller] information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information."

Disputes

Any disputes arising from or in connection with this agreement shall be determined in accordance with Swedish law with the Gothenburg District Court serving as the court of first instance.



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