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General Terms & Conditions of Sales & Delivery

1. General Validity of agreement

- a) MMAB Group AB (MMAB) or its legal entities reserve the right to, at any time, change the Terms & Conditions of Sales & Delivery. The Customer is responsible for reading the Terms & Conditions of Sales & Delivery regularly and to have the latest valid version available. Orders are subject to the Terms & Conditions of Sales & Delivery from the time the order is placed.
- b) Changes or exceptions to the Terms & Conditions of Sales & Delivery are only effective after a written confirmation by MMAB.
- c) If any individual term or terms in these conditions should be invalid or not applicable due to provisional law or national law, this shall not, in any aspect, affect the validity or enforceability of the other terms and conditions.

2. Validity of quotations

All MMAB quotations are valid for 30 days unless, in writing, otherwise agreed. Customer is responsible to read the full MMAB quote and confirm the connected MMAB product specification. If the customer, in writing, does not suggest any changes before placing the order connected to the quote and the MMAB product specification, the quote and the product specification shall be considered as accepted and confirmed by the Customer.

3. Order acceptance

- a) An order becomes binding on the Customer as it is placed to MMAB. The order becomes binding on MMAB after a written confirmation is sent to the Customer or upon delivery of said order to the Customer.
- b) The Customer has the right to, in writing, cancel the order during production. However, MMAB has the right to be compensated for the full order value as specified in the quotation unless the parties, in writing, can agree on a scrap cost for the products.

4. Technical Documents and Technical Information

- a) Technical drawings, technical documents and information regarding the products submitted and/or disclosed by one party to the other party, prior or subsequent to the sale, shall remain property of the submitting party.
- b) Technical drawings, technical documents or information received by one party shall not, without written consent of the other party, be used for any other purpose than for which they were submitted. Such material may not, without the written consent of the other party, be copied, reproduced, transmitted or otherwise communicated to a third party. MMAB is, however, without consent from the other party, entitled to submit documents to a production partner approved by MMAB.
- c) Tooling belongs to MMAB.

5. Terms of payment

- a) Terms of payment are according to agreement between MMAB and Customer. If the Customer is late with payment, MMAB shall be entitled to interest from the due date with an interest rate of eight (8) % per month. MMAB has the right to add an administrative charge for payment remark invoice.
- b) The products will remain the property of MMAB until the customer has paid the full amount.

6. Prices and rate of exchange adjustment

- a) The price of the product is the price written in the valid offer from MMAB.
- b) The applied currency is the currency notified in the offer unless, in writing, otherwise agreed
- c) Prices quoted by MMAB that are not in USD are connected to an exchange rate specified in the written offer. If the exchange rate changes after conclusion of the contract, MMAB reserves the right to alter the price accordingly.

7. Delivery

- a) Manufacturing lead times represent the production workdays (exclude weekends and holidays), and do not include EQ response time, material lead time, or shipping time. Actual lead time must be confirmed at the time of order placement. If MMAB has not stated otherwise, the delivery trade terms shall always be according to INCOTERMS, Ex Works (exw). Delivery has occurred when the products are available to the customer as stated above.
- b) If MMAB discovers that the delivery is not possible on time or a delay seems likely, MMAB shall notify the Customer thereof, stating the reason for the delay and, if possible, time of expected delivery. If the Customer does not accept the delay and the expected delivery, the customer shall in writing notify MMAB of a reasonable respite for delivery. The customer shall in no event be entitled to any compensation for costs, damage or loss as a consequence of MMAB's delay.
- c) If delivery is delayed due to force majeure (see section 13) or actions/circumstances attributable to the customer, time of delivery shall be extended within reason and MMAB shall not be liable.

8. Clarification to IPC Standard

MMAB in general follows IPC standard - IPC-A-600 class 2 if not otherwise is agreed in writing.

9. Product Quality and Liabilities for Defects

- a) The products shall be free of defects in material and workmanship upon delivery.
- b) The customer shall upon delivery inspect the products. If the customer has complaints and/or remarks these must be received by MMAB, in writing, within fourteen (14) days from the day the defect became known or should have become known to the customer. If a complaint is not made within the aforesaid time, the right to make a complaint is lost.
- c) A complaint will only be handled by MMAB if a written complaint report from the customer containing product name, MMAB order number, date code, and pictures of the defects, date code and manufacturer logo are received or the defect product is sent in return with a clearly marked problem area.
- d) The liability of MMAB is limited to defects which appear within 6 (six) months from the date of delivery, (see section 7a). An absolute requirement for the liability is that the customer has, in all respects, handled and stored the products in accordance with due care. MMAB has no liability to redress defects that occurs

after delivery as the result of the customer's wrong handling, wrong storage or carelessness.

- e) MMAB has no responsibility due to claims related to errors or lack of information in the original files, technical documentation, technical drawings or design defects in the construction.
- f) In accordance with section 2, MMAB is not liable for claims related to quote, order and/or specification.
- g) If the customer wants to return a claimed defect product this must always be confirmed by MMAB in writing. The customer must pack returned products in the same manner as they were received. The return transport is conducted on the customer's costs and risk.
- h) MMAB reserves the right to make destructive analysis of assembled boards returned for investigation.

10. Compensation

- a) If MMAB quality analysis proves a complaint valid and MMAB accepts responsibility for the complaint, MMAB reserves the right to provide the customer with equivalent quantity of new products of the same type and revision as the defect products, or if possible, repair the defective products. The liability of MMAB is limited to the repair or replacement of the defective products. MMAB will not accept any costs for rework of the products made by the customer or from a third-party, unless, in writing, otherwise agreed. The customer shall in no event be entitled to any compensation for costs, damage or loss as a consequence of the defect products.
- b) Compensation for assembled components, re-programming machines or other costs for rework or repair costs are not accepted unless, in writing, otherwise agreed. MMAB reserves the right to investigate customer complaints in its own quality laboratories and will not accept costs for any external quality investigations unless, in writing otherwise agreed.
- c) MMAB reserves the right to demand claimed defective products to be returned to MMAB. Transport costs for an in writing confirmed repair or replacement of a defect product should be at the expense of MMAB. The customer must, however, follow MMAB instructions regarding the transport.

11. Product liability

- a) MMAB shall have no liability for damage caused by the product to any immovable or movable property, or for the consequences of such damage, if the damage occurs while the product is in the customer's possession.
- b) The customer shall indemnify and hold MMAB harmless to the extent that MMAB incurs liability towards any third party in respect of damage or loss for which MMAB is not liable according to the first paragraph of this section.
- c) The above limitations of the MMAB's liability shall not apply if MMAB has been guilty of gross negligence.
- d) If a third party makes a claim for compensation against MMAB or the customer for damage or loss referred to in this section, the other party to the contract shall forth with be notified thereof in writing.
- e) MMAB and the customer shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal which examines claims against either of them based on damage or loss alleged to have been caused by the product. The liability as between MMAB and the customer shall, however, always be settled by arbitration in accordance with section 14.

12. Limitation of liability

- a) MMAB shall in no event be liable for any indirect, incidental, special or consequential damages, including but not limited to, loss of sales or business, loss of profit, loss of use or goodwill, incurred by the customer or any business partner of the customer.
- b) The liability of MMAB is under all circumstances limited to maximum USD 15,000.
- c) For case of damage caused by MMAB product in a value more than the value defined by point 12,b) MMAB has a Third Party Liability Insurance with territorial validity for every of those countries, where MMAB is doing business actively.

13. Force Majeure

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is due to causes beyond its reasonable control, including (but not limited to) fire, protest, revolution, war, epidemic situation, industrial disputes, financial bankruptcy, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance. A circumstance beyond the control of the parties, whether occurring prior to or after the formation of the contract, shall give the right to suspension only if its effect on the performance of the contract could not have been foreseen at the time of the formation of the contract.

14. Applicable law and dispute resolution

- a) The laws of Sweden shall govern contracts concluded under these General Terms & Conditions of Sales & Delivery.
- b) Any claims against MMAB are lapsed if the customer does not take any action against MMAB within one (1) year from the delivery of the products.
- c) Any dispute, controversy or claim arising out of or in connection with these terms and conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed SEK 250,000. Where the amount in dispute exceeds SEK 250,000 the Arbitration Rules shall apply. In the latter case, the SCC shall decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.