

Addendum to NL 09 KL 10

General Conditions for delivery of Cables and Wires

This addendum contains additions to and amendments of the General Conditions NL 09 and is intended for cables and wires.

Issued by SELCABLE, Swedish Manufacturers of Cables and Wires a branch group within the Association of Swedish Engineering Industries (Teknikföretagen)

Laws and regulations

1. The product shall fulfil the requirements in laws, regulations and instructions by official authorities in force and as applied at the date of the tender.

If such laws, regulations and instructions are amended after the date of the tender and before the date of delivery, the Seller shall undertake the necessary changes and additional work provided that the parties agree on the resulting changes of price, time and other terms of the contract.

Product changes

2. The Seller may deliver the product with changes introduced after the contract date. If, however, the Seller has reason to believe that such changes may, for technical or economic reasons, be to the detriment of the Buyer, the Seller must obtain the Buyer's permission before carrying out such changes.

Meter marking (addition to NL 09, Clause 2)

3. For products with meter markings the measurements are approximate. Binding information on length is given separately on the basis of measurement with a sealed counter.

Packaging

4. Packaging material is included in the price unless it is returnable in which case a separate clearing will be made. For cable drums special conditions apply as specified in the contract, tender, price list or catalogue.

Unloading

5. Regardless of the trade term agreed between the parties, the Buyer shall ensure that there are access roads from the public road to the place of delivery and be responsible for unloading.

Delay in delivery of standardized articles kept in stock (amendment of NL 09, Clauses 13 and 14)

(For other articles NL 09 Clauses 13 and 14 shall apply unchanged.)

6. If the Seller fails to deliver the product in time, the Buyer may by written notice to the Seller fix a reasonable final time for delivery, and state the Buyer's intention to rescind the contract if delivery does not take place within such final time. If delivery does not take place within such final time, the Buyer may rescind the contract by written notice to the Seller.

If the delay is of substantial importance to the Buyer, or if it is clear from the circumstances that such a delay will occur, the Buyer may forthwith rescind the contract by written notice to the Seller.

7. If the Buyer rescinds the contract in accordance with Clause 6, he is entitled to compensation from the Seller for the reasonable increased costs he incurs when procuring a substitute product from another source. The Buyer is thereby excluded from any other claim for compensation in respect of the Seller's failure to deliver in time.

If the Buyer does not rescind the contract, he is not, unless otherwise agreed, entitled to any compensation in respect of the Seller's delay.

Price

8. Unless a different price has been agreed the price shall be as stated in the Seller's price list applied on the delivery date.

Return of goods

9. Non-defective goods may be returned only with the Seller's specific previous permission.

Liability for defects

10. (amendment of NL 09, Clauses 23, 24 and 33)

The Seller is liable for defects which appear within two years after delivery. Parts repaired or replaced will be subject to a new liability period of two years. The Seller shall, however, in no case be liable for defects in the goods for longer than three years after the start of the original defects liability period.

Where the Buyer is liable for defects towards his customer in accordance with any of the General Conditions issued 2004 or later by the Construction Contracts Committee (Byggandets Kontraktskommitté, BKK), the Seller shall be liable for defects which appear during the period that the Buyer is liable towards his customer, but in no case longer than five years after delivery. This extended liability applies only if the Buyer shows that the defect is not caused by circumstances occurring after delivery.

Where the second paragraph of this Clause applies the Seller shall also be liable for substantial defects due to the Seller's negligence for the statutory limitation period.

11. (amendment of NL 09, Clause 26 and Clause 32, last paragraph)

The Seller shall be deemed to have fulfilled his obligations in respect of a defective part when he has delivered a duly repaired or a replacement part to the Buyer.

The Seller undertakes to install the repaired or replacement part if a separate agreement has been made to that effect.

Where a substantial defect has not been remedied, the contract may only be terminated in respect of that part of the product which, due to the Seller's failure, cannot be used as intended.