# **General Conditions of Supply**

of cables and lines

This addendum includes supplementation and amendment of the terms and conditions of the General Conditions of Supply NL 17 and is intended for cables and lines.



Published by SELCABLE within Teknikföretagens Branschgrupper AB



# Legislation and regulations

**1.** On the date of the tender, the Product is to meet the legislative requirements, regulations and other public provisions.

If such legislation, regulations and other public provisions or the current application of these between the date of tender and the date of delivery, the Seller is to conduct related amendment and additional work. If the parties disagree on how the terms of the agreement will be affected by such amendment and additional work, pending reaching an agreement or resolution of the dispute in accordance with clause 48 of NL 17, the Seller is to conduct such work on a timely basis.

# **Product changes**

2. The Seller has the right to deliver the Product with the product changes made after the contracted date. However, if the Seller has reason to assume that changes may cause technical or financial inconvenience to the Buyer, approval must be obtained from the Buyer first.

### Meter marking (addition to clause 2 of NL 17)

**3.** The measurements are approximate for products equipped with meter marking. Binding length data is listed separately on the basis of measurement using capped counters.

# Packaging (addition to clause 12 of NL 17)

**4.** Packaging materials are included in the pricing with the exception of re-packaging, for which special settlements will be made. However, in the case of cable drums, what is stated in contracts, tenders, price lists or catalogues regarding this will apply.

#### **Unloading (addition to clause 12 of NL 17)**

**5.** Irrespective of which delivery clause the parties have agreed on, the Buyer is responsible for feeder

roads being accessible from public roads to the delivery point, as well as for the unloading of the Product.

# Delayed delivery of stocked items of a standard nature (amendment of clauses 16 and 17 in NL

**17**) (For other items, clauses 16 and 17 in NL 17 will remain unchanged.)

**6.** If the Seller fails to deliver the Product on time, the Buyer may set a final reasonable timeframe for delivery, through the provision of written notice to the Seller, stating the Buyer's intention to terminate the contract if delivery does not take place within the final timeframe. If delivery does not take place within the final timeframe, the Buyer may terminate the contract through the provision of written notice to the Seller.

If the delay is of substantial importance to the Buyer or it is clear that such a delay will occur, the Buyer has the right to terminate the contract with immediate effect by providing written notice to the Seller.

7. If the Buyer terminates the contract under clause 6, the Buyer will be entitled to compensation from the Seller for reasonable additional costs incurred as a result of acquiring a corresponding product from another provider. Except for compensation for such additional costs, the Buyer is excluded from any other claim for compensation in respect of the Seller's failure to deliver in time.

#### **Pricing terms**

**8.** Unless another price has been agreed, the Buyer shall pay the price set out in the price list generally applied by the Seller on the delivery date.

#### Returns

**9.** Non-defective goods may be returned only after particular approval from the Seller.

# Liability for defects

10. (amendments to points 26, 27 and 36 in NL 17) The Seller is liable for defects that appear within two years after delivery. For parts that are repaired or replaced, a new liability period of two years will apply. However, under no circumstances is the Seller liable for defects in the Product for more than three years from the beginning of the original liability period.

In cases in which the Buyer is liable to its customer under any of the general conditions of the Swedish Building Contract Committee issued in 2004 or later, the Seller will be liable for Product defects that appear within the time in which the Buyer is responsible to its customer, but for no more than five years from delivery of the Product. This extended liability only applies under the condition that the Buyer demonstrates that the defect was not caused by circumstances arising after the delivery. In cases described in the second paragraph of this clause, the Seller is liable for substantial defects due to negligence by the Seller until the expiry of the statutory liability period.

11. (amendment of clauses 29 and point 35 c) in NL 17)

The provision of a repaired or exchanged part to the Buyer means the Seller will be deemed to have fulfilled its obligations with respect to the defective part.

The Seller undertakes to conduct installation of the repaired or replaced part at the installation site under the condition that a separate agreement on this has been reached.

Termination due to a substantial defect that is not rectified can only be done for the part of the Product that cannot be taken into service due to the omission on the part of the Seller.