

Nordic General conditions of sale



Supply and delivery of pneumatic products (with NL 01 E)

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1. GENERAL CONDITIONS OF SALE

1.1 In these General Conditions (unless the context otherwise requires):

“Agreement”:

shall mean the supply agreement for delivery of pneumatic products entered into by the Seller (Norgren A/S, Norgren Finland Oy, Norgren AS and Norgren Sweden AB) and the Buyer (Customer).

“Intellectual Property Rights”:

shall mean all patents, rights to inventions, design rights (whether registered or unregistered) copyright and related rights, moral rights, database rights, supplementary protection certificates, petty patents, utility models, rights in designs, trademarks, service marks, trade names, domain names, rights in goodwill or to sue for passing off, rights in undisclosed or confidential information (such as know-how, trade secrets inventions (whether patentable or not)) and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;

“NL 01 E”:

shall mean the General Conditions for the supply of Machinery and other Mechanical, Electrical and Electronic Equipment, NL 01 E, attached as Sub Annex A;

1.2 All quotations are made, and all orders are accepted by the Seller subject to the Agreement and the conditions set out in these General Conditions. All other terms, conditions or warranties whatsoever as excluded from the Agreement or any variation thereof unless expressly accepted by the Seller in writing (order acknowledgments do not constitute such acceptance).

2. PRICES

The prices for the Products shall be as set out in the Agreement. The Prices for the Standard Products according to the Seller’s current price list at the time of ordering. List prices will be revised by the Seller on 1st of January every year without prior notice. The Seller reserves the right to adjust prices at any time for all Products in the event of an increase of 5% (or more) in material costs, labour costs, transport costs or exchange rates from the date of entering into the Agreement or from the latest increase in prices, as the case may be. Seller reserves the right to designate a minimum order value, which shall apply to any orders for Standard/Buyer Specific Products (the “Small Order Charge”). Where any order is placed for Standard/Buyer Specific Products having a total invoiced value (excluding Value Added Tax, transport costs, packaging and/or any other additional costs that the Buyer may pay to Seller in accordance with the Agreement) of less than the minimum order charge Seller reserves the right to make an additional charge.

3. DELIVERY TERMS

3.1 Unless otherwise agreed in writing by the Seller delivery shall be FCA – Free Carrier (Incoterms 2010) to Alpen, Germany.

3.2 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery in accordance with the Incoterms.

4. PAYMENT TERMS

The Seller shall be entitled to issue invoices to the Buyer on delivery of the Products and payment shall be made by the Buyer net 20 days from the invoice date.

5. TERMINATION

5.1 Either Party shall have the right to terminate the Agreement with immediate effect or suspend performance of the Agreement in respect of the whole or any part of the order for the Products by written notice in the event of: (a) the other Party makes or proposes any voluntary arrangement or

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any other composition or scheme or arrangement with or assignment for the benefit of its creditors; (b) the other Party becomes subject to an administration order or becomes bankrupt or goes into liquidation; (c) the other Party has a petition presented for its winding up or has an application made for the appointment of a provisional liquidator or has a creditors meeting convened; (d) an encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the other Party; (e) the other Party becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business.

- 5.2 The Seller shall have the right to terminate the Agreement with immediate effect or suspend performance of the Agreement in respect of the whole or any part of the Products by written notice where:

(a) the Seller reasonably believes that any of the events mentioned in 5.1 (a) – (e) above or any equivalent or similar event under any relevant laws to which the Buyer or any connected person is subject has or may occur;

(b) the Buyer or any connected person commits or allows to be committed any material breach of this Agreement and fails to remedy the breach within a reasonable time (such period being not less than 14 days and not more than 30 days);

(c) the Buyer undergoes a change of control. For the purposes of this Clause "Control" means ownership of more than half of the capital, business or assets of the Buyer or the power to exercise more than half the voting rights or the power to appoint more than half the members of the board of directors.

- 5.3 Upon termination or expiry of the Agreement the Seller shall be entitled at its sole discretion immediately to require the Buyer to purchase all or part of: (a) the materials and work-in-progress held by or on behalf of the Seller in contemplation of supply to the Buyer under this Agreement at a price equal to the cost to the Seller plus 10% and VAT thereon; and (b) any stock retained by the Seller at the price for the relevant Products on the date of termination/expiry.

6. LIMITATION OF LIABILITY

- 6.1 The Seller does not exclude liability for death or personal injury caused by its negligence or for fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.
- 6.2 Under no circumstances whatsoever shall the Seller be liable in contract, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of: (a) any loss of profit; (b) loss of use of money; (c) loss of anticipated savings; (d) loss of business; (e) loss of opportunity; (f) loss of goodwill; (g) loss of reputation; (h) loss of data; (i) any wasted expenditure; or (j) any indirect or consequential loss or damage howsoever caused. For the avoidance of doubt, the Sub-clauses in this Clause 6.2 are intended by the Parties to be severable.
- 6.3 Without prejudice to Clause 6.2, the Seller's maximum aggregate liability for all claims made by the Buyer in relation to the Agreement shall not exceed the contract price for the Products, and the Buyer agrees to insure adequately to cover claims in excess of such amount.
- 6.4 Prices are quoted by the Seller on the basis of the limitations of liability set out in the Agreement. The Buyer shall be entitled to request the Seller to agree a higher limit of liability and the Seller may (at its discretion) then quote a revised price taking account of any increased insurance premium to be borne by the Seller.
- 6.5 The Buyer shall indemnify the Seller against all losses, costs, claims, damages, expenses and liabilities in respect of or arising out of any injury, loss or damage whatsoever suffered by or occasioned to any person arising out of or in connection with the supply by the Seller of the Products or any act or omission of the Buyer in its performance of its obligations under the Agreement, except where any such claim or loss is a direct result of any negligent act or default of the Seller.

7. INSURANCE

The Seller shall maintain in force, with a reputable insurance company, appropriate insurances to cover liability that may arise under or in connection with the Agreement, and shall, on the Buyer's request, furnish to the Buyer a letter of verification evidencing the existence of such cover.

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8. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in the Products or promotional literature including; drawings, specifications and other data in connection with the Products shall, at all times remain vested in the Seller (or the Seller affiliates as appropriate) and the Buyer shall not knowingly or negligently cause or permit anything which may damage or endanger such Intellectual Property Rights of the Seller or the Seller's title to such Intellectual Property Rights or allow others to do so.

9. CONFIDENTIALITY

The parties shall maintain the obligation of secrecy and confidentiality in the delivery of their obligations under the Agreement and the General Conditions.

10. WARRANTY RETURNS AND LIABILITY FOR DEFECTS

- 10.1 In case of return of products, the Buyer must contact the Seller's local order department and obtain return number and conditions. The Seller will not handle returns without a return number.
- 10.2 Notwithstanding Clause 26 of NL 01 E and unless otherwise agreed by the Parties in writing, the remedial work of the defective part or the defective goods shall be conducted on the Seller's premises.
- 10.3 Notwithstanding Clause 29 of NL 01 E and unless otherwise agreed by the Parties in writing, transport in connection with the repair or replacement shall be as per Clause 3 of these General Conditions.
- 10.4 Clause 32 (a) of NL 01 E shall not apply.

11. ASSIGNMENT

Neither party may assign or transfer or novate any of its rights, benefits or obligations under the Agreement without the prior written consent of the other party, provided that the Seller may always assign, transfer or novate its rights and obligations under the Agreement to another member of its group.

12. COMPLIANCE

- 12.1 Subject to Clause 3 (Delivery), the Buyer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Buyer, and the Buyer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Products.
- 12.2 The Buyer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations of any applicable local law or regulation.
- 12.3 The Buyer agrees and undertakes that:
 - (a) it shall comply with the terms of any export licence, licence exception, or general licence granted or approved by any competent governmental authority, and that it shall not re-export or transmit any Products directly or indirectly to any person, entity or into any territory not covered by such export licence, licence exception, or general licence; and
 - (b) (regardless of any prior export licence, licence exception or general licence), the Products will not be supplied directly or indirectly to any person or entity or into any territory which is embargoed, prohibited, debarred or otherwise the subject of sanctions from the United Kingdom, the European Union, the United States of America or the territory where the Buyer is located..
- 12.4 The Buyer shall comply with all relevant anti-corruption legislation in connection with the Agreement and the Seller's business and shall immediately notify the Seller if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.
- 12.5 The Buyer acknowledges that the Seller has a code of responsible business (the "IMI Way") which is available at www.imiplc.com and the Buyer shall at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct business ethically and in

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accordance with the relevant provisions of the IMI Way. This Clause shall apply whether or not the Buyer is acting pursuant to the Agreement or its relationship with the Seller or any companies within the Seller's group of companies.

- 12.6 The Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 12 at the request of and to the satisfaction of the Seller which includes, but is not limited to, the Seller having the right to inspect any site involved in work for the Seller. If the Buyer fails to comply with this Clause 12, the Seller shall be entitled, in its sole discretion, to terminate the Agreement and any other agreements between the Buyer and the Seller without penalty to the Seller, but with obligations for the Buyer to remedy any damages suffered by the Seller as a result of such termination or breach of contract.

13. ENTIRE AGREEMENT AND AMENDMENTS

The Agreement and all Annexes thereto constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement. All Annexes referred to in the Agreement are intended to be and are hereby specifically incorporated into and made a part of this Agreement. No modification will be effective unless in writing and signed by authorized representatives of both Parties.

14. DISPUTES

Notwithstanding any provisions of NL 01 E to the contrary, the Seller reserves the right to pursue any claim and/or dispute through the Courts of the Seller's country.

15. GENERAL

- 15.1 No waiver of or delay or failure by the Seller to exercise any rights or remedies shall prejudice or preclude any future exercise thereof.
- 15.2 If any provision of the Agreement shall be held invalid or unenforceable in whole or in part then the unaffected provision (or part of the provision, as the case may be) shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these conditions.
- 15.3 Nothing in the Agreement shall create a partnership, agency or relationship of employment between the Parties.

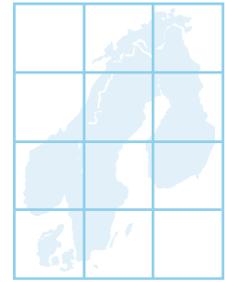
16. MISCELLANEOUS

- 16.1 The second sentence of Clause 1 of NL 01 E shall not apply.

General Conditions

NL 01 E

for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment



Issued in 2001 by the organisations for the engineering industries in Denmark, Finland, Norway and Sweden. (Hovedorganisationen Dansk Industri, Denmark; Metalliteollisuuden Keskusliitto, Finland; Teknologibedriftenes Landsforening, Norway; Sveriges Verkstadsindustrier, Sweden)

Preamble

1. These General Conditions shall apply when the parties agree in writing or otherwise thereto. Deviations from the Conditions shall not apply unless agreed in writing.

When used in these conditions the term “written” or “in writing” refers to a document signed by both parties or a letter, fax, electronic mail or other means agreed by the parties.

Product Information

2. Data in product information and price lists are binding only to the extent that they are expressly referred to in the contract.

Technical Documents and Technical Information

3. All drawings and other technical documents regarding the goods or their manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party.

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were submitted. They may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party.

4. The Seller shall, not later than by delivery of the goods, free of charge provide the Buyer with one copy, or the larger number of copies that may have been agreed, of drawings and other technical documents, which are sufficiently detailed to permit the Buyer to carry out installation, commissioning, operation and maintenance (including running repairs) of all parts of the goods. The Seller shall not, however, be obliged to supply manufacturing drawings of the goods or spare parts.

Delivery Test

5. Where a delivery test has been agreed, it shall, unless otherwise agreed, be carried out where the goods are manufactured. If technical requirements for the test have not been agreed, the test shall be carried out in accordance with general practice in the industry concerned in the country where the goods are manufactured.

6. The Seller shall notify the Buyer in writing of the delivery test in sufficient time to permit the Buyer to be present at the test. If the Buyer has received such notice, the test may be carried out even if the Buyer is not represented at the test.

The Seller shall record the test. The test report shall be sent to the Buyer. The report shall, unless otherwise shown by the Buyer, be considered to correctly describe the execution of the test and its results.

7. If at the delivery test the goods are found not to be in accordance with the contract, the Seller shall as soon as possible ensure that the goods comply with the contract. If so required by

the Buyer a new test shall thereafter be carried out. The Buyer may not, however, require a new test if the defect was insignificant.

8. If no other division of the costs has been agreed, the Seller shall bear all costs for delivery tests carried out where the goods are manufactured. The Buyer shall, however, at such delivery tests bear all costs for his representatives, including costs for travel and subsistence.

Delivery

9. Where a trade term has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the formation of the contract.

If no trade term is specifically agreed, the delivery shall be Ex Works.

Time for Delivery. Delay

10. If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall start to run at the formation of the contract.

11. If the Seller finds that he will not be able to deliver the goods at the agreed time or if delay on his part seems likely, he shall without undue delay notify the Buyer thereof in writing, stating the reason for the delay and if possible the time when delivery can be expected. If the Seller fails to give such notice, he shall, regardless of the provisions of Clauses 13 and 14, reimburse the Buyer for any additional expenses, which the latter incurs and which he would have avoided, had he received notice in time.

12. If delay in delivery is caused by a circumstance which under Clause 36 constitutes ground for relief or by an act or omission on the part of the Buyer, including suspension by the Seller under Clause 18, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances in the case. The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.

13. If the Seller fails to deliver the goods on time, the Buyer is entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the agreed price for each complete week of delay. If the delay concerns only a part of the goods, the liquidated damages shall be calculated on the part of the price which is properly attributable to the part of the goods which cannot be taken in use due to the delay.

The liquidated damages shall not exceed 7.5 per cent of that part of the price on which it is calculated.

The liquidated damages become due at the Buyer's written demand but not before all of the goods have been delivered or the contract is terminated under Clause 14.

The Buyer loses his right to liquidated damages if he has not lodged a written claim for such damages within six months after the time when delivery should have taken place.

14. If the Buyer is entitled to maximum liquidated damages under Clause 13, and the goods are still not delivered, the Buyer may in writing demand delivery within a final reasonable period which shall not be less than one week.

If the Seller fails to deliver within such final period and this is not due to any circumstance for which the Buyer is responsible, the Buyer may, by written notice to the Seller, terminate the contract in respect of that part of the goods which cannot be taken in use due to the delay.

In case of such termination the Buyer shall also be entitled to compensation for the loss he suffers because of the Seller's delay to the extent that the loss exceeds the maximum of liquidated damages which the Buyer may claim under Clause 13. This compensation shall not exceed 7.5 per cent of that part of the price which is properly attributable to the part of the goods in respect of which the contract is terminated.

The Buyer shall also have the right to terminate the contract by written notice to the Seller if it is clear that there will be a delay, which under Clause 13 would entitle the Buyer to maximum liquidated damages. In case of termination on this ground the Buyer shall be entitled to both maximum liquidated damages and compensation under the third paragraph of this Clause.

Except for liquidated damages under Clause 13 and termination of the contract with limited compensation under this Clause 14, all other claims in respect of the Seller's delay shall be excluded. This limitation of the Seller's liability shall not apply, however, where the Seller has been guilty of gross negligence.

15. If the Buyer finds that he will be unable to accept delivery of the goods on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the goods in question had been delivered. The Seller shall arrange storage of the goods at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the goods at the Buyer's expense.

16. Unless the Buyer's failure to accept delivery as referred to in Clause 15 is due to any such circumstance as described in Clause 36, the Seller may by written notice require the Buyer to accept delivery within a reasonable period.

If, for any reason for which the Seller is not responsible, the Buyer fails to accept delivery within such period, the Seller may, by written notice to the Buyer, terminate the contract in respect of that part of the goods which is ready for delivery but has not been delivered due to the Buyer's default. The Seller shall then be entitled to compensation for the loss he has suffered by reason of the Buyer's default. The compensation shall not exceed that part of the price which is properly attributable to the part of the goods in respect of which the contract is terminated.

Payment

17. Unless otherwise agreed, the agreed purchase price, together with value added tax, if any, shall be invoiced with one third at the formation of the contract, one third when the Seller gives written notice that the bulk of the goods are ready for delivery. Final payment shall be invoiced at delivery of the goods.

The invoiced amount becomes due 30 days after the date of the invoice.

18. If the Buyer fails to pay, the Seller shall be entitled to interest from the due date at the rate of interest determined by the law on late payments in the Seller's country.

If the Buyer fails to pay by the due date, the Seller shall also, after having notified the Buyer in writing thereof, suspend performance of his contractual obligations until payment is made.

19. If the Buyer has failed to pay the amount due within three months after the due date, the Seller may terminate the contract by written notice to the Buyer and, in addition to interest on late payment, claim compensation for the loss he has suffered. The compensation shall not exceed the agreed purchase price.

Retention of Title

20. The goods shall remain the property of the Seller until paid for in full, to the extent that such retention of title is valid.

Liability for Defects

21. The Seller shall, in accordance with the provisions of Clauses 23–33 below, remedy any defect in the goods resulting from faulty design, materials or workmanship.

The Seller is not liable for defects arising out of material provided by the Buyer or a design stipulated or specified by him.

22. The Seller's liability does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer. The liability does not, for example, cover defects due to conditions of operation deviating from those anticipated in the contract or to improper use of the goods. Nor does it cover defects due to faulty maintenance or incorrect installation from the Buyer's side, alterations undertaken without the Seller's written consent or faulty repairs by the Buyer. Finally the liability does not cover normal wear and tear or deterioration.

23. The Seller's liability is limited to defects which appear within a period of one year from the date of delivery of the goods. If the goods are used more intensely than agreed, this period shall be reduced proportionately.

24. For parts, which have been repaired or replaced under Clause 21, the Seller shall have the same liability for defects as for the original goods for a period of one year. For other parts of the goods the liability period referred to in Clause 23 shall be extended only by the period during which the goods could not be used due to a defect for which the Seller is liable.

25. The Buyer shall notify the Seller in writing of a defect without undue delay after the defect has appeared and in no case later than two weeks after the expiry of the liability period defined in Clause 23 as supplemented by Clause 24. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller in writing within the above time limits, he loses his right to make any claim in respect of the defect.

If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Buyer loses the right to make any claim based on damage which occurs and which could have been avoided if such notice had been given.

26. After receipt of a written notice under Clause 25, the Seller shall remedy the defect without undue delay. Within this limit the time for remedial work shall be chosen in order not to interfere unnecessarily with the Buyer's activities. The Seller shall bear the costs as specified in Clauses 21–32.

Remedial work shall be carried out at the Buyer's premises unless the Seller finds it appropriate to have the defective part or the goods sent to him for repair or replacement at his own premises.

The Seller shall carry out dismantling and re-installation of the part if this requires special knowledge. If such special knowledge is not required, the Seller has fulfilled his obligations in respect of the defect when he delivers a duly repaired or replaced part to the Buyer.

27. If the Buyer gives such notice as referred to in Clause 25, and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for the work and costs which he has incurred as a result of the notice.

28. If remedy of the defect requires intervention in other equipment than the goods, the Buyer shall be responsible for any work or costs caused thereby.

29. All transports in connection with repair or replacement shall be at the Seller's risk and expense.

The Buyer shall follow the Seller's instructions regarding how the transport shall be carried out.

30. The Buyer shall bear the increase in costs for remedying a defect which the Seller incurs when the goods are located elsewhere than at the destination stated in the contract or – if no destination has been stated – the place of delivery.



31. Defective parts, which have been replaced under Clause 21, shall be placed at the Seller's disposal and shall become his property.

32. If the Seller fails to fulfil his obligations under Clause 26 within a reasonable time, the Buyer may by written notice require him to do so within a final time. If the Seller fails to fulfil his obligations within that time limit, the Buyer may at his option:

- a) have the necessary remedial work carried out and/or have new parts manufactured at the Seller's risk and expense, provided that the Buyer proceeds in a reasonable manner, or
- b) demand a reduction of the agreed purchase price not exceeding 15 per cent thereof.

If the defect is substantial, the Buyer may instead terminate the contract by written notice to the Seller. The Buyer shall also be entitled to such termination where the defect remains substantial after measures referred to in a). In case of termination, the Buyer shall be entitled to compensation for the loss he has suffered. The compensation shall not, however, exceed 15 per cent of the agreed purchase price.

33. Regardless of the provisions of Clauses 21–32, the Seller shall have no liability for defects in any part of the goods for more than two years from the start of the liability period referred to in Clause 23.

34. The Seller shall have no liability for defects save as stipulated in Clauses 21–33. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss. This limitation of the Seller's liability shall not apply, however, if he has been guilty of gross negligence.

Liability for Damage to Property Caused by the Goods

35. The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of loss or damage for which the Seller is not liable towards the Buyer according to the second and third paragraphs of this Clause.

The Seller shall have no liability for damage caused by the goods:

- a) to any (movable or immovable) property, or consequential loss due to such damage, occurring while the goods are in the Buyer's possession, or
- b) to products manufactured by the Buyer or to products of which the Buyer's products form a part.

The above limitations of the Seller's liability shall not apply if he has been guilty of gross negligence.

If a third party lodges a claim for compensation against Seller or Buyer for loss or damage referred to in this Clause, the other party to the contract shall forthwith be notified thereof in writing.

The Seller and the Buyer 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 goods. The liability as between the Seller and the Buyer shall, however, always be settled by arbitration in accordance with Clause 39.

Grounds for Relief (Force Majeure)

36. The following circumstances shall constitute grounds for relief if they impede the performance of the contract or makes performance unreasonably onerous: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, mobilization or military call up of a comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the supply of power and defects or delays in deliveries by sub-contractors caused by any such circumstance as referred to in this Clause.

The above described circumstances shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the time of formation of the contract.

37. The party wishing to claim relief under Clause 36 shall without delay notify the other party in writing on the intervention and on the cessation of such circumstance.

If grounds for relief prevent the Buyer from fulfilling his obligations, he shall reimburse the expenses incurred by the seller in securing and protecting the goods.

38. Notwithstanding other provisions of these General Conditions, either party shall be entitled to terminate the contract by notice in writing to the other party, if performance of the contract is delayed more than six months by reason of any grounds for relief as described in Clause 36.

Disputes. Applicable Law

39. Disputes arising out of or in connection with the contract shall not be brought before the court, but shall be finally settled by arbitration in accordance with the law on arbitration applicable in the Seller's country.

40. All disputes arising out of the contract shall be judged according to the law of the Seller's country.