

General conditions of delivery of electrical equipment for delivery and use in Sweden, drawn up by the Swedish Electrical Contractors' Association (EIO) and the Swedish Electrical Wholesalers' Federation.

The conditions of delivery are not applicable to deliveries of electrical domestic appliances.

Definitions of terms

The following definitions are used in the application of ALEM 94.

Base amount

Base amount as defined by the National Insurance Act (1962:381).

Purchase price

Stated price, not including value added tax, for goods which are to be delivered to a project or to a place of delivery under the individual contract.

Offer

1. The seller's offer is valid for a month, unless otherwise stated.

Documents

2. Drawings and other documents handed over by a party remain the property of this party. The opposite party may only use, reproduce or inform a third party of the contents of such a document if this is required for the purpose intended in handing over the document.

Communications etc

3. Communications shall state (e.g. by order no. or project no.) the person whom or unit which the recipient has stated to be dealing with the delivery.

Statutes etc

4. The goods shall satisfy the requirements applicable to the delivery as laid down by law and other statute and by the directives and instructions referred to in the contract between the parties.

Should such a provision be altered after the seller's offer, the contract shall be amended to the extent that the costs or delivery time are affected.

Product information

5. Should there be reference in the contract between the parties to a catalogue or other product information, the goods shall conform to the product data given therein. The same applies if it is clear from the circumstances of the contract that the parties have intended the goods to correspond to data in the product information.

Product modifications

6. The seller has the right, unless this involves technical or financial inconvenience to the purchaser, to deliver the goods with modifications carried out after the contract was made. If such inconvenience to the purchaser arises, the purchaser is entitled to cancel the contract in respect of modified goods and of goods which are so related to the modified goods that they have to be regarded as forming one unit.

Only if at the time of making the contract the seller has realized or should have realized that the modification might cause such inconvenience as has been mentioned above is the seller liable to indemnify the purchaser for loss caused.

Samples

7. A sample is to be regarded as a type sample unless exact correspondence has been agreed.

Liability for design etc

8. A party is responsible for information in the manufacturing documents and for designs which he has supplied.

A party is also responsible for any modification to the party's design at the suggestion of the opposite party, unless he has made explicit reservations concerning this before manufacture started.

9. The seller is not liable for defects due to material supplied by the purchaser, unless the seller has shown negligence.

Freight, insurance, packing

10. Unless otherwise agreed, delivery will be made by the seller's transport organization free to an agreed destination or by an independent carrier carriage and packing free to the purchaser's nearest goods station or other agreed destination. The seller shall contract transport insurance or assume corresponding liability for the goods.

11. The goods shall always be marked in a manner agreed between the parties.
12. The purchaser will meet the cost of disposal of packing and packaging.
13. The purchaser is responsible for ensuring that there are access roads from the public highway to the reception point and to haulage routes laid on the site and for ensuring that the purchaser's reception facilities permit appropriate delivery.
14. Should a special lifting device be needed for the unloading of the goods, this shall be provided by the purchaser at his own expense unless otherwise agreed. The seller shall notify the purchaser if and when a special lifting device is needed, except in such cases where for special reasons it is obvious that such notification is not needed.
15. The purchaser shall always be invoiced for any freight costs: these shall not be collected in cash at the time of delivery.

Returned goods

16. Only returned goods in respect of which the seller has been at fault will be accepted without extra cost to the purchaser.

In the case of other returned goods accepted by the seller, the purchaser will be credited with the invoiced amount with a deduction which for stock goods is normally 20 %.

When goods are returned the purchaser shall supply particulars of the number and date on the seller's invoice or delivery note. The seller shall make out a return note for goods received or collected.

Delivery time

17. Delivery shall be made within the agreed delivery time. If no such time is agreed in the case of stock goods, delivery shall be made without delay.

Penalty in case of delay

18. If the parties have agreed on delivery or reception of the goods on a particular date or in a particular week, a party shall - unless otherwise agreed between the parties - pay for each calendar week or part of a calendar week by which he fails to meet this date a penalty of 2 % of the contracted price of the delayed goods, or if the delivery of part of the goods is late, of the price of this part.

The penalty is limited to 10 % of the above-mentioned price unless the parties have expressly agreed on a different maximum amount.

Demand for penalty payment shall be presented within 30 days after the agreed date of delivery or reception of the goods.

19. Delay relating to stock goods shall be notified to the opposite party not later than 10 days before the date of delivery. If this is done, no penalty shall be payable.

A penalty less than SEK 100 in amount will not be paid.

20. Should in the case of delay a new delivery date become applicable, a penalty as provided by Clause 18 shall be payable if a party fails to meet the new date of delivery or reception of the goods, irrespective of a penalty which has to be paid on account of the earlier delay.

Cancellation in the event of delay

21. Should a party believe that he will be late in delivering or receiving the goods, he shall immediately inform the opposite party of this and at the same time state when delivery or reception can take place.

22. Should a party have notified the opposite party of delay before the agreed date of delivery, the opposite party is entitled to give written notice of cancellation of the contract as far as the delayed goods are concerned only if the delay advised will lead to substantial costs to him.

Should the delay relate to goods which the seller does not normally stock, however, the purchaser is entitled to cancel only if the delay exceeds 10 working days and also the purchaser can obtain delivery of the delayed goods from some source other than the seller before the date of delivery advised by the latter.

23. If delayed goods are so related to goods delivered or goods which are to be delivered later that there would be substantial cost to the party entitled to cancel if he completed the purchase in part, the contract may be cancelled in its entirety.

24. Should a party not exercise the right to cancel the contract within 5 working days after receiving notice of delay, the date of delivery given therein shall be regarded as the new date of delivery.

25. Beyond the foregoing provisions, the seller is free from liability to indemnify or other liability in connection with late delivery.

Reception inspection

26. The goods shall be accompanied by a delivery note.
27. The purchaser's reception inspection when the goods arrive shall consist in checking against the delivery note and for visible damage and shall be carried out carefully.
28. When the goods are unpacked or otherwise before the goods are assembled the reception inspection shall be completed with care appropriate to the nature of the goods.

Complaint of defects or faults

29. Visible damage to or partial loss of the goods which may be assumed to have occurred in transit and which is discovered when the goods arrive shall, if a receipt is given for the goods on a specific consignment note or other freight document, be immediately reported to the carrier by means of a note on the freight document. Should the damage or partial loss be discovered later, it shall be reported to the carrier within 7 days from the date of arrival of the goods. In addition the seller shall always be notified.

30. Defects or faults shall be complained of within 10 working days after the defect or fault has been discovered or should have been discovered.
31. If the purchaser does not complain within the prescribed period, despite the fact that he has discovered or should have discovered the defect or fault, he will lose the right to present a claim on these grounds.
32. Complaints shall be made or confirmed in writing and contain particulars of the nature and approximate extent of the defect or the amount of the shortage.

Seller's liability for defects

33. The seller is liable for defects in the goods which appear within two years from the date of delivery of the goods.
Should the goods have been delivered for a contract which has to be approved at a final inspection, however, the purchaser is entitled to complain of such defects not later than 30 months after delivery to the purchaser.
34. The seller is not liable if he shows it to be probable that the defect is due to an accident or comparable occurrence or to incorrect storage, handling or assembly of the goods or to some other circumstance which is attributable to the purchaser.
35. The seller is liable for defects appearing in goods after the date stated in Clause 33 only if the defect is of a substantial nature and is shown to have originated from negligence on the part of the seller. Liability in these circumstances is subject to the statutory period of limitation calculated from the date of delivery of the goods.
36. The seller shall after a complaint, without undue delay and without expense to the purchaser, remedy the fault or make a new delivery.
37. Should the seller fail to remedy the defect or make a new delivery, the purchaser will after giving notice in writing to the seller be entitled to compensation for reasonable costs for remedying the defect himself.
Should the defect arise in or affect an installation which is of a complex nature with regard to the purchaser's own competence, it is the duty of the purchaser, before himself trying to locate or remedy the defect, to give the seller a reasonable opportunity to do so.
38. Unless the defect is remedied or a new delivery is made within a reasonable time following a complaint, the purchaser may cancel the purchase with regard to the defective goods if the defect is of substantial importance to the purchaser and the seller has realized or ought to have realized this.
39. Should the purchaser cancel with regard to defective goods, he may at the same time cancel the purchase with regard to earlier or subsequent deliveries, if because of the connection between them he would have suffered serious inconvenience in completing the purchase with regard to these deliveries.

40. The seller is liable for reasonable costs connected with repair or replacement of defective goods, namely for:
 - location of the defect
 - access to and removal of defective goods
 - installation of repaired or replaced goods
 - repair of damage to real property or to property other than the sold goods, which has occurred as a result of action essential to the repair or replacement and which is limited to the area of work involved therein.

The seller's liability to indemnify under this Clause is limited to the amount which is covered by the seller's liability insurance at the time of the complaint, including separate liability insurance for access and, where applicable, the policyholder's excess. The seller undertakes during the period when the seller is liable for defects to maintain the abovementioned insurance with an insured amount of not less than SEK 5 m. If the seller has not contracted insurance, the first paragraph will apply in full. This Clause is applicable only in cases where the purchaser is liable to his customer under AB 92/ABT 94.

41. The seller's undertaking is conditional on his operating and maintenance instructions having been passed on by the purchaser to the user without delay and on the user having been informed of the importance of maintaining an operating record.
42. Indemnity will be paid for loss resulting from interruption or disruption of production or other activity, loss of data or other indirect loss only if the loss is shown to result from gross negligence on the part of the seller. Indirect loss shall also include direct costs if these have been incurred for the purpose of avoiding indirect loss.
43. The seller will not be liable to indemnify under Clauses 33-42 if he can show that there has been an impediment to the delivery of goods free from defect such as is described in Clause 54 and the seller advises the purchaser of this in accordance with the provisions of Clause 55.

Liability for goods being cared for etc

44. A party is liable for loss of or damage to material, goods or aids and equipment supplied by the opposite party which occurs as a result of neglected or inadequate care on his part, unless he can show that he is not to blame for the loss or damage.

Security

45. Should there be reasonable cause to assume that a party will not fulfil his delivery or payment obligation, the opposite party is entitled to require that satisfactory security be furnished. Should this not be done without delay, the party which has demanded the security is entitled to give notice in writing cancelling the purchase as far as undelivered goods are concerned.

46. A party may cancel the purchase without first demanding security if the opposite party is declared bankrupt or otherwise as a result of insolvency cannot be expected to fulfil his undertakings under the contract.

Reservation concerning right of repossession

47. The goods remain the property of the seller until they have been paid for in full, to the extent that such a reservation is valid in law.

Price etc

48. The purchaser shall in addition to the agreed price pay for the value added tax charged thereon.
49. Unless otherwise agreed, the price notified to the purchaser before the agreed delivery will apply.

Payment

50. The seller shall send the purchaser an invoice not later than four months after final delivery or, if this gives the seller a longer time for invoicing, four months after the date when the purchaser's contract was handed over. If this has not been done, the seller will not be entitled to payment for an invoice sent later.
51. Should the seller's claim relate to a sum which is included in the purchaser's contract price or value added tax payable on his contract, the period of limitation referred to in Clause 50 will not apply.
52. If the seller can show that he neither knew nor ought to have known of his claim the period of limitation will be calculated as four months from the date when he first ought to have possessed such knowledge.

53. Payment does not imply approval of the goods.

Grounds for non-liability

54. The seller and the purchaser are not entitled to allege against each other failure to fulfil the contract if its fulfilment has been made materially more difficult as a result of a circumstance such as labour dispute, war, official decision, extensive disruption of the operations of the party or a sub-contractor or any other circumstance for which the party is not to blame, which has a material effect on the fulfilment of the contract, and which the party could not have foreseen or whose detrimental effect he could not reasonably have avoided.
55. A party shall immediately advise the opposite party in writing that grounds for non-liability exist. Otherwise he will not be entitled to plead them.
56. Should it not be possible to fulfil the contract within a reasonable time, each party is entitled to give written notice cancelling the contract to the extent that its fulfilment has been rendered difficult by a circumstance mentioned above.

Dispute

57. Disputes arising from the contract, amendments and additions to the contract and all legal matters relating thereto shall be settled by arbitration in accordance with Swedish law.

The arbitration proceedings shall take place in Sweden. However a party may bring legal proceedings in a public court concerning payment of undisputed amounts due under the contract and concerning other claims whose principal is less than four times the base amount.