

General Terms and Conditions for the Supply of Illuminated Signs

1. Introduction

These terms and conditions apply to the extent that no deviation has been agreed in writing between the parties.

2. Validity of Quotations

Quotations are valid for 30 days unless otherwise stated. All information in price lists, circulars or similar documents is approximate. Such information is binding only if the quotation makes a direct reference to those documents.

3. Scope of Supply

The supplier shall always issue a written order confirmation stating the scope of the installation or supply. If there is any discrepancy between the original quotation and the buyer's acceptance, the order confirmation shall form the basis on which a binding agreement is deemed to have arisen.

Installation of the system at the sign location is included in the supply only if this is stated in the order confirmation. The electrical installation forming part of the system must comply with the applicable quality requirements under Swedish electrical engineering standards and regulations issued by public authorities. A system installed by the supplier shall be connected if the necessary electrical supply line has been routed to the immediate vicinity of the system or sign (3 m). Dimensions stated numerically on drawings shall, unless obviously incorrect, take precedence over dimensions measured with a ruler.

The buyer shall arrange and pay for any necessary alteration work and reinforcements to the building structure that is to support the sign installation, as well as making good and painting work on parts not included in the supply, unless the order confirmation states that such work is included in the supply.

The buyer shall provide, free of charge, any necessary working platforms and lifting equipment, as well as the power needed for installation and testing, such as compressed air and electricity. Working platforms must be constructed so that they comply with applicable legislation and collective agreements. The buyer shall, free of charge, provide lockable or otherwise guarded premises and storage areas near the installation site to protect the installation, the supplier's tools and equipment against theft or damage.

4. Building Permit

If the customer so wishes, the supplier shall, at the customer's expense, arrange for the preparation of the necessary application documents and associated drawings for applying for a building permit. Unless otherwise agreed, the customer shall ensure that correct structural and technical information concerning foundations, roof structures and wall structures forms the basis of the building permit application.

Fees payable to the building authority or any other relevant authority, as well as costs for necessary appendices such as drawings, photographs, measurements and the like, shall be borne by the customer. The customer shall ensure that the owner of the property consents to the installation of the system.

5. Delivery Time

The delivery time shall be calculated from the date on which the supplier receives written notice that a building permit has been granted. Pending such notice, the agreement shall nevertheless remain valid between the parties. If a building permit is not obtained, or if the building committee requires changes to the system, the customer shall be responsible for the supplier's costs resulting from this.

If the customer requires production of the system to begin before written building permission has been granted, this shall be at the customer's risk and expense.

If the supplier is prevented from fulfilling the supply due to circumstances for which the customer or the customer's suppliers are responsible, and this results in increased costs for the supplier, the supplier shall

receive compensation for such costs. Waiting time shall be charged together with costs for travel allowances and travel. The supplier is obliged to notify the customer when such a delay is considered to exist.

The supply shall be deemed fulfilled when the supplier notifies the customer that the system is ready for commissioning, that the system has been dispatched to the customer, or that the system has been placed in the supplier's storage for the customer's account.

6. Liability and Compensation

The customer and the supplier may agree on the amount of any reduction to be made in the base price in the event of delayed delivery. If no such agreement is made, the following shall apply:

If the supplier does not complete the supply within the agreed delivery time or in accordance with subsequent agreements between the customer and the supplier, the customer shall, after notifying the supplier in writing within a reasonable time, be entitled to a reduction of the base price. The reduction shall not exceed 0.5% for each delayed delivery week of the part of the base price relating to the part of the supply that could not be put into use due to the delay. The total reduction may not exceed 7.5% of the part of the base price relating to the part of the supply that could not be put into use.

Apart from this reduction, the customer shall not be entitled to any further compensation from the supplier for delay.

Delay in delivery on the part of the supplier shall entitle the customer to terminate the agreement only if the delay exceeds three months. The customer may terminate the agreement only in respect of the part affected by the delay. If the delay concerns only a minor part of the supply, the customer shall not be entitled to terminate the agreement.

7. Grounds for Relief

The following circumstances shall be considered grounds for relief if they occur after the agreement has been concluded and prevent its performance: labour disputes and any other circumstance such as fire, war, mobilisation or unforeseen military call-ups of a corresponding scale, requisition, seizure, currency restrictions, rebellion and riots, shortage of transport, general shortage of goods, rejection of major workpieces, restrictions in available power, and defects in deliveries from subcontractors or delays in such deliveries due to any such circumstance.

A party wishing to invoke such a circumstance shall, without delay, notify the other party in writing of its occurrence and cessation. The delivery time shall be deemed extended, if performance is delayed due to a circumstance as described above or due to an act or omission by the customer, by the period that is considered reasonable having regard to all the circumstances.

8. Price Index

If the date on which the supply is to be completed falls more than 90 days after the date of the order confirmation, the supplier shall be entitled to compensation for changes in material and labour costs in accordance with a quarterly index prepared by Ljusreklamförbundet on the basis of the Consumer Price Index (CPI) 1980 = 100.

9. Payment

Payment shall be made by the customer in the manner and at the time specified in the order confirmation. If no such provisions are included, payment shall be made in cash with one third upon conclusion of the agreement, one third when the sign installation is reported ready for installation, and one third no later than 30 days thereafter. If the delivery time is changed due to an amendment or addition on the customer's part, the second third of the payment shall nevertheless be made on the original delivery date.

The delivered system shall remain the supplier's property until full payment has been made. A bill of exchange or other payment undertaking shall not be considered full payment until it has been fully redeemed. The customer shall take care of the system and keep it insured for an adequate amount until full payment has been made.

If there is reasonable cause to assume that the customer will not be able to fulfil its payment obligation, the supplier shall be entitled to require the customer to provide adequate security. If security acceptable to the supplier is not provided, the supplier shall be entitled to terminate the agreement in whole or in part. In the event of a decision by public authorities concerning a currency adjustment, the supplier shall be entitled to make a corresponding price adjustment to current quotations and orders.

10. Warranty

The warranty period begins on the date on which the supply is completed in accordance with Section 5. The supplier undertakes to remedy all defects caused by deficiencies in design, materials or workmanship that appear within a period of one year from the delivery date.

If the entire system has been unusable due to a warranty defect, the warranty period for the entire system shall be extended by the same length of time as the system could not be in operation for that reason. Even if the warranty period is thereby extended beyond one year, it shall expire for neon tubes after 2,500 operating hours.

After receiving written notice from the customer of a defect covered by the warranty, the supplier undertakes to remedy the defect as soon as possible. Complaints must be made immediately after the defect has been discovered. Travel and subsistence allowances shall be charged separately by the supplier.

If repair is to be carried out at the installation site, it is the customer's responsibility to provide, free of charge, any necessary working platforms, lifting equipment or work ladders.

If the supplier, after a written request, does not fulfil its warranty obligations within a reasonable time, the customer shall be entitled to arrange for the work incumbent on the supplier to be performed. If, during the warranty period, the customer entrusts supervision or repair of the system to any company or person not approved by the supplier, the warranty obligation shall cease.

The supplier is not liable for defects that may arise due to poor maintenance or incorrect use of the system. The supplier's liability does not cover consumables such as incandescent lamps, fluorescent tubes, starters or fuses. The warranty also does not cover damage caused by lightning, external vandalism, accidents, overload, moisture or chemical influence that could not have been foreseen when the supply was performed.

The warranty also does not cover damage resulting from wind speeds above 21 m/s measured at ground level. The supplier is not liable for indirect damage, loss of profit or other losses caused by defects in the supply.

11. Drawings and Models

All drawings, models and other documents handed over to the customer before or after completion of the supply shall remain the supplier's property. The customer may not, without the supplier's consent, use any idea, drawing or design for any purpose other than that intended by the relevant supply, or for operation and maintenance of the delivered item. Such drawings and corresponding documents may also not be copied, reproduced, disclosed to or otherwise brought to the knowledge of third parties without the supplier's consent.

For the recovery of overdue claims, the supplier shall be entitled to bring proceedings before the ordinary courts. In respect of drawings or other documents that the customer has handed over to the supplier, the customer assumes full responsibility for any infringement of third-party rights due to patents, design protection, intellectual property rights or any other right that may be asserted through the supplier's use of those documents for carrying out the supply.

All drawings and technical documents handed over by the customer to the supplier before or after completion of the supply shall remain the customer's property. They may not, without the customer's consent, be used for any purpose other than carrying out the supply, copied, reproduced, disclosed to or otherwise brought to the knowledge of third parties.

12. Limitation Period

Claims against the supplier must be brought no later than six months after completion of the supply.

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