



GENERAL CONDITIONS TORRAKA AB

§ 1 PREAMBLE

These General Conditions shall apply, except as varied by express agreement in writing by both parties.

§ 2 FORMATION OF CONTRACT

The agreement shall be deemed to have been entered into when, upon receipt of an order, TORRAKA has sent an confirmation by mail, web, fax or letter within the time (if any) fixed by the Purchaser. The date of the postmark will give evidence herefore.

§ 3 PASSING OF RISK

Unless otherwise agreed the goods shall be delivered ex works. The time for passing of risk shall be fixed in accordance with the International Rules for the Interpretation of Trade Terms (Incoterms) of the International Chamber of Commerce in force at the date of the formation of the Agreement. If the Purchaser is not able to collect the goods at the agreed time he must immediately inform TORRAKA of this.

§ 4 FORCE MAJEURE

The party shall not be liable for delays in delivery or failure to manufacture due to Acts of God, acts of civil or military authority, fires, strikes, labour disputes or disturbances, floods, epidemics, war, civil commotion, riots or delays in transportation or due to any other causes beyond its reasonable control. In case of force majeure the party is obliged to notify the other party in writing of the delay in delivery or failure to manufacture and state that such delays or failure to manufacture have been caused by force majeure.

§ 5 TERMS OF PAYMENT

Unless otherwise agreed, payment should be made in such time and manner that it is available to TORRAKA at its nominated bank account on the due date, stated on the invoice irrespective of whether the goods have been rejected or will be so rejected. Usual bank charges in connection with the payment are to be paid by the Purchaser.

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§ 6 DELAYED PAYMENT

Should the Purchaser fail to pay as said in section 5, he shall compensate TORRAKA with interest on arrears as stated on the invoice based on the unpaid amount and counted from the due date. If the delay in payment has caused TORRAKA expenses such as loss an exchange or devaluation, inflation as well as expenses for collection, court procedure or other costs, the Purchaser shall bear these costs too.

§ 7 THE VENDOR ´S RIGHTS

Should the Purchaser delay payments, TORRAKA is entitled to retain the balance of undelivered goods, or where it has been sent but not yet recieved by the Purchaser, prevent the distribution until the Purchaser has given security for the payment. TORRAKA may also cancel the agreement, if the Purchaser does not immediately on demand provide satisfactory security.

§ 8 PROTECTION OF PATTERN

TORRAKA owns the patterns that are used in the products. Its is not allowed to use or copy neither patterns or models, without TORRAKA ´s approval.

§ 9 RIGHT OF POSSESSION

Delivered goods shall to the extent permitted by the law of the country where the goods are situated, remain the property of TORRAKA until the whole sum payable under the contract is paid. The ownership includes the right to the goods as delivered or converted and the right to the assets or the money wich the Purchaser may have acquired from disposing of the goods or products made thereof. Money so recieved in payment must be kept on a separate account by the Purchaser.

§ 10 COMPLAINTS

TORRAKA give 1 year warranty.

The warranty requires that the buyer has complied TORRAKA ´s recommendations when it comes to washing instructions, care and use.

The warranty does not cover normal wear and tear, and if the deterioration is due to an accident or similar incident or the negligence, abnormal usage or any similar relationship to the Owner.

If goods delivered should prove to have faults for wich TORRAKA is responsible, TORRAKA shall take back, replace or repair the goods at his own discretion. TORRAKA is not responsible in any case for losses caused through decline in production, lost profit or other indirect losses wich the Purchaser or his customer is caused in connection with the use of the goods supplied by TORRAKA. TORRAKA owns the right to change fabric in clothing as long as it has the same quality as promised.



§ 12 ARBITRATION

Any dispute controversy or claim arising out of or in connection with the present agreement or the breach, termination or validity of it should, at the request of the complainant, be settled either by the court in the defendant 's country or by arbitration, this to be decided by the complainant.

The method and place for the settlement of any dispute, will be definitely determined by the forum where either party first registers his suit. Should the complainant choose the alternative arbitration, the dispute shall be settled finally through and award in accordance with the rules for the arbitration institute of the Stockholm Chamber of Commerce.

The arbitral tribunal shall be composed of a sole arbitrator. In case of arbitration, the laws of Sweden shall govern the matter regulated by the agreement with the exception of the contents in section 8, where the goods are situated shall apply.

The place of arbitration shall be Stockholm, Sweden.

The language of the arbitration shall be in English.