

GENERAL TERMS OF BUSINESS 2016



TERMS AND CONDITIONS FOR HAGLÖF SWEDEN CUSTOMERS

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Haglöf Sweden AB, October 2015

GENERAL Terms of Business Haglöf Sweden 2016

AGREEMENTS BETWEEN BUYER AND SELLER ARE COVERED BY THE BELOW TERMS AND CONDITIONS. ALL AGREEMENTS ARE SUBJECTED TO THE VERSION OF THE TERMS OF BUSINESS APPLICABLE AT THE TIME THE AGREEMENT IS MADE. ANY AND ALL TERMS FROM THE BUYER THAT DIFFER FROM OR ARE CONTRARY TO THESE TERMS ARE NOT INCLUDED IN ANY AGREEMENTS, UNLESS THE SELLER HAS AGREED TO THIS IN WRITING. A CONFIRMED ORDER ALWAYS IMPLIES THAT THE BUYER APPROVES OF THE TERMS.

1. PRODUCT DETAILS

We have tried our best to describe the products made available by Haglöf Sweden AB as accurately as possible, in the price-lists as well as in our catalogue and other information material. Please contact us for more details regarding the Products (for example individual weights and dimensions). Haglöf Sweden AB reserves the right to change and/or discontinue the products without prior notice for improvement purposes, and our product information is not guaranteed to be up-to-date and correct at all times. Any and all information available online, in printed material, such as technical specifications, images, dimensions, notes on compatibility or other, are not binding and can be changed without prior notice. If you need exact product details, please let us know prior to shipment and the correct information will be provided to you. Copyrights of all Haglöf Sweden manufactured products and material belong to Haglöf Sweden. It is permitted to download separate pages only from our webpage, and only for your own, private use. Copyrights, material and immaterial rights always belong to Haglöf Sweden AB.

2. WARRANTIES & SERVICE

Haglöf Sweden products are covered by a one (1) year limited warranty for defects in construction, material or manufacturing, except where otherwise stated. For parts that have been repaired/exchanged, the warranty liability is equal as on the serviced product. The limited warranty does not cover damages caused by misuse, negligence, and normal wear, incorrect connection to external unit, damages inside products, deliberate damages, death or injury. The warranty is automatically void and invalid if changes, repairs or engagement are made by non-authorized persons. An inspection fee (cost per hour) will be added to all and any service that is not covered by warranty, even where no fault is detected. Reimbursement claims can, if found valid, never exceed the product purchase price. It is on the buyer's responsibility to send in complaints on faults and problems to the seller, immediately upon discovery, or the warranty rights will be expired. Service of a product is mainly performed at the manufacturer's plant. If a warranty claim is found to be invalid and void, the manufacturer reserves the right to charge any costs involved when examining the product. Freight costs are prepaid and on buyer's expense. After warranty repair or exchange, return freight costs to buyer/distributor are on our expense. If warranty has expired or is null and void, all freight costs are on buyer's expense. If no original invoice can be presented upon shipment, and/or if service is not covered by warranty, customs fees will be added by authorities. These fees are on buyers account.

Any exchanged, defective parts and/or products will be manufacturer's property. Haglöf Sweden has no liability whatsoever for any consequential loss of profit or damage in connection with or in direct use of the products. The limited warranty guarantees that the product is without faults, in terms of the production and current technology, for the time period stated. Proof of purchase and RMA form must accompany all returns including the authorization number given by service department. The seller reserves the right to refuse to accept returned goods without valid RMA authorization number. All and any warranty claims must be made to the address stated in this document (see below) (or, in applicable cases, to Haglöf Sweden subsidiary*.)

Haglöf Sweden Distributors have accepted the duties, responsibilities and commitments to assist end-user/customer - with product support, instructions, appropriate product information and product service issues, including return shipments, which may be implied with the purchase and use of all and any Haglöf Sweden Product. For service questions, always consult the distributor where the product was originally purchased for assistance.

Other than provided herein, the Products are provided "as is" without warranty of any kind and manufacturer disclaims all implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Manufacturer does not warrant, guarantee or make any representations regarding the use or the results of use of the products and the entire risk as to the results and performance of the products are assumed by the distributor and its customers except as stated above.

The limited warranties provided are the only warranties of any kind that are made by the manufacturer on the products. No oral or written information or advice given by the manufacturer or its employees shall create a warranty or increase the scope of this warranty.

3. PRICES

All prices in the price-lists are unit-based (except where otherwise stated), ex works Långsele and stated in Swedish Krona (SEK) or Euro (EURO), and in the US ex works Haglöf Inc, Madison, MS, in US Dollar, where nothing else is expressed. Prices can be subject to sudden change without prior notice according to currency fluctuations, raw material prices and import costs etc. Import costs, VAT in importing country and other fees and costs are not covered by the prices. For separate tenders, offers, contracts or amendments of contracts or offers, validity of prices and terms should be clearly stated on the Proforma invoice following offer, and may also be subject to change. Delivered goods remain in Haglöf Sweden ownership until payment in full has been made. Software always remains in Haglöf Sweden ownership, and can only be sold as user licenses. Haglöf Sweden reserves the right to charge an administration fee of SEK 200,00/Euro 20,00 for order values below SEK 300,00/Euro 35,00.

4. DELAYS

Manufacturer may postpone or terminate any shipments of the Products if changes in the law, technology or legal rights occur. Delivery delay is given upon specified request and may vary from time to time, depending on current raw material and order situation. Haglöf Sweden does not accept any responsibility or liability for consequential loss following late delivery for reasons beyond Haglöf Sweden's control (for example strikes, fire, machinery breakdowns, late supply of material, unexpected shortage of material etc). Information on supply cannot be guaranteed to be correct at all times. If an ordered item has been discontinued or impossible to produce for any certain reason, the seller reserves the right to deny delivery of the goods. Any delivery schedules are non-binding.

5. SHIPMENT LIABILITY

All risks are transferred to the buyer when ordered goods leave the factory. Liability for goods that have not reached its destination cannot be accepted unless Haglöf Sweden has been notified within 15 days from day of dispatch. For any loss or damage in transit, Haglöf Sweden should be notified immediately and appropriate steps will be agreed upon. Shipment is executed with the option considered most price-worthy and appropriate by Haglöf Sweden, unless other is agreed upon and unless purchaser has chosen a certain freight option and will accept any extra fees or costs this may imply. All shipments are insured to their full value and this cost is added to the freight charge separately stated on the invoice, unless other arrangements have been agreed upon.

6. PACKING

Goods are securely packed to withstand normal wear during the freight. If special packing is requested, please specify upon ordering. If special packing or treatment of packing material is required by the receiving country's import regulations, these costs will be added to the total invoice amount. All goods packed and shipped from seller's factory are controlled and signed by authorized personnel. The control is made against the packing slip included with goods.

7. CANCELLATION

Orders cannot be cancelled unless Haglöf Sweden has given its expressed consent to this or when the right to cancel an order has been agreed upon in a contract, offer or agreement. Any cancellations must be preceded by prior written notice and returned un-used, not opened and in original packing. If cancelled goods show to be incomplete, used or damaged, the seller reserves the right to make reductions in any reimbursement accordingly. The buyer is responsible for all freight costs, unless reason for the return is a faulty delivery.

If orders shipped by Manufacturer are refused or rejected by Distributor/buyer when the type and quality of Products are in conformance with the purchase order, Distributor/buyer shall pay to Manufacturer a sum equal to 15% of the purchase order price, plus any costs related to shipping and handling.

8. RETURNS

Return of any goods must in all cases be authorized by Haglöf Sweden (or, in applicable cases, Haglöf Sweden subsidiary) and dispatched, carriage paid at the purchaser's own risk. Goods dispatched without prior notice and acceptance, including but not limited to, RMA authorization number by Haglöf Sweden will not be accepted for credit. The buyer is responsible to inspect the goods immediately upon receipt of ordered goods. If the seller has not received any complaint within one week after delivery, the shipment will be considered to have been accepted by the buyer. Furthermore, credits are only issued when the returned goods prove to be incorrect, not corresponding to order or when Haglöf Sweden has agreed to a return of goods. Haglöf Sweden reserves the right to levy a handling charge of 15% off the original invoice net price. Goods returned for exchange or credit must be new, unused, in its original packing and in saleable condition. All and any returns must be made within 14 days after issue of the invoice, and the corresponding invoice number must always be mentioned. Goods that have been supplied to cover a special order, offer, price or tender are not refundable.

All returns, whether cancellations, returns for service or warranty returns, must always be accompanied by RMA document and authorization number, and proof of purchase. Contact service@haglofsweden.com for details.

Programs, software licenses, batteries or alike are not accepted for returns.

9. PAYMENT TERMS, INTEREST ON ARREARS

Payment terms and other are stated on the invoice and can be subject to change without prior notice. All prices in the Haglöf Sweden AB Pricelists are based on prepayment conditions against Proforma invoice offer. For high invoice values and special tenders/offers, conditions may be special and are agreed upon prior to shipment. Special offers/prices can never be applied to other orders/requests.

Payment arrears will be charged with an interest fee. Any discounts or special rebates are void if payment is overdue, and no further goods will be supplied to the purchaser until debts are cleared and new arrangements for future payments have been settled. Payment arrears will result in prepayment claims for new orders.

10. OTHER DETAILS

Any legal suit, dispute, controversy should be settled by submission to arbitration and/or governed by the substantive laws of Sweden.

SPECIFICATION OF AMENDED TERMS AND CONDITIONS, 2016

We offer a limited warranty on your Haglöf Sweden Electronic Product made available from time to time with above conditions in our *General Terms of Business*, valid also for this product line, and the below additions and clarifications.

THE HAGLÖF SWEDEN ELECTRONIC PRODUCT RANGE INCLUDE AS OF JANUARY 2016

MD II Caliper, Digitech® Professional, DP II, DP DME, DP GPS, DP GPS DME, DP Postex, DP Scanner, Vertex IV Hypsometer, DME Distance Measurer, Transponder T3, VL5 Vertex Laser instrument, L5 Laser Instrument, L5 Custom, Postex® Laser, EC II Haglöf Electronic Clinometer II, C I Clinometer, ECII-R Haglöf Electronic Clinometer Factor Gauge, HCC Haglöf Clinometer Compass, HCH Haglöf Compass Height Measurer, Gator Eyes Laser Pointers, Digitech® Tape, Digitech® Keyboard, Tallytax Electronic Counter. Software: Custom Software for PC, Custom Software for Caliper, Custom software for handheld computers. Haglöf Management Systems – HMS.

Sales and service of branded handheld computers, GPS's and other electronic instruments are represented under each respective manufacturer's warranty conditions.

Components, technologies and software, including but not exclusively, Bluetooth® technology, radio transmitters and laser, may be restricted in use and import legislations in certain countries. Haglöf Sweden renounces any responsibilities against violations that are made beyond our control.

Some of the instruments stated above generate, use and transmit radio frequency energy signals that may cause disturbances. Operators of instruments that cause disturbances are requested to eliminate the source of disturbance and contact the distributor for advice.

The products include no parts that can be serviced by the operator. Non-authorized repairs or changes can cause permanent damage to an instrument and will immediately withdraw all and any warranty commitments. The one-year limited warranty time covers obvious fabrication defects. Defects in electronic components and software bugs that are impossible for the manufacturer to detect prior to assembling and shipping of the product may occur. Haglöf Sweden AB can in no case be responsible for problems of this nature and has no liability for any loss of business, profits, savings, consequential damages or other damages resulting from use of the products described. Signs of misuse, cosmetic damage, accidents or equal automatically withdraw the warranty. The warranty is automatically withdrawn at signs of abuse wrongful or reckless operation, wrongful connection of cables and/or batteries. The warranty is valid in the country where your Haglöf product has been purchased. A product covered by warranty will be object to exchange, service, and repair or according to special agreement between seller and buyer, within the frames of the limited warranty. Haglöf Sweden reserves the right to determine which option will be most suitable for each separate case after having examined and evaluated the product. An inspection cost per hour is invoiced for products that are returned for service and/or repair, also when no fault is detected.

Serial numbers and license numbers (if any) should appear on documents for products that are resold by retailer to third party. Retailers are not allowed to copy any software manufactured by the seller. If doing this, applicable legal actions will be taken. As described above, any and all returns must be accompanied with RMA form and authorization number.



■ All instruments with this symbol should be returned for recycling. Remember to always recycle used batteries and packing material when possible. Please accept your distributor's/reseller's responsibilities and reclaim products with built-in batteries for recycling.

IMPORTANT POINTS

- Warranty claims should be made to the location where the product was originally purchased. Turn to your Haglöf Sweden representative.
- The products are covered by a one-year limited warranty. The warranty covers fabrication defects and excludes, for example, reckless operations and cosmetic damages. The warranty is valid in the country where the product was originally purchased.
- For a valid warranty, a copy of the original invoice and dated proof of your purchase must be presented. For electronic products please state the serial number of your product upon return. RMA form and – number must accompany all returns.
- Always fill out the RMA form and await the authorization number prior to expediting a return.
- The return freight is on buyer's expense. After warranty repair or exchange, we will cover shipment back to you. If warranty has expired or is null and void, all freights are on buyer's expense.
- If no original invoice can be presented upon shipment, and if the service is not covered by warranty, a customs fee will be added by authorities. These fees are beyond our control and on buyers account.
- We perform repair and service of products where warranty has expired when possible. Cost estimation will be sent to you after evaluating the returned product for cost approval. Please also see above paragraph on customs fees.
- Any signs of misuse or negligence automatically withdraw our warranty commitments. No guarantees of usability and suitability for any special purpose are given. No liabilities for loss (business, profits, savings or alike) or damages are accepted.

SOFTWARE, AMENDMENTS TO ABOVE

Haglöf Sweden and its suppliers cannot warrant the performance or results when using the software or hardware, nor the documentation. No warranties or conditions are made; neither expressed nor implied, of merchantability, suitability or special fitness for any particular purpose. If software problems appear, please contact your programmer for support. Haglöf Sweden takes no responsibility for loss of income, time, or problems and delays due to problems in soft- or hardware of products.

No ownership is included in the price when purchasing software from Haglöf Sweden AB, only user rights. Ownership will remain to the seller. The buyer is responsible to make back-up copy on any data gathered in the program. **Copyrights of all software made by Haglöf Sweden belong to Haglöf Sweden.**

One copy of the software may be installed on one single unit. This software can be upgraded. A storage device may also be installed for safety reasons. The safety copy can only be used if the original product for some reason has become invalid. A safety copy cannot be transferred to third party. If you have purchased a license pack for the software, the number of copies you have purchased may be installed according to what has been agreed upon and previously stated. Software should not be object to rent, lease or lending to third party. Components of the software may not be separated for use on more units than one since the software is licensed as one single product. Any lists and/or information of software or other products should be considered as brief descriptions and not as a complete guide to what may and may not be available.

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Email: info@haglofsweden.com www.haglofsweden.com

Haglöf Sweden AB Limited Warranty

This document replaces all other warranty information you may receive with this Haglöf Sweden product. Activate your warranty within 30 days from purchase at www.haglofsweden.com/warranty or with the card (opposite side this paper).

Standard Limited Product Warranty

Haglöf Sweden AB warrants its manufactured products to be in good working order and free from defects in materials and workmanship for a period of 12 months from the date of purchase from Haglöf Sweden or authorized Haglöf Sweden distributor.

Warranty Exclusions

Haglöf Sweden hereby disclaims, to the fullest extent allowed by the law, all and any other expressed or implied warranties for the products, including, without limitation, any warranty as to merchantability or fitness for a particular purpose. This limited warranty does not include service or repair of damage to the product resulting from accident, disaster, misuse, abuse, modification of the product made by non-authorized party, batteries or damage caused by batteries used in our products. If the product uses Haglöf Sweden software which requires registration, the software license registration must be completed to benefit from this limited warranty. Software reproduction is forbidden. Haglöf Sweden has no obligation to modify or upgrade a product once sold.

Limitation of Liability

In no event will Haglöf Sweden be liable for damages including any lost profits, lost savings as well as other incidental or consequential damages arising from the use or inability to use such product. Furthermore, Haglöf Sweden shall not be held responsible if a Haglöf Sweden authorized dealer has been advised of the possibility of such damage, or for any claim by another party. Any responsibility and/or liability of Haglöf Sweden shall be limited to the maximum amount of the original purchase price.

Remedy

To obtain service during the one-year warranty period, please contact your authorized Haglöf Sweden dealer and or place where your Haglöf Sweden product was purchased for assistance. If you cannot reach your authorized Haglöf Sweden dealer, go to Haglöf Sweden website www.haglofsweden.com/rma for a Return Merchandise Authorization number. If a product is sent for service/repair to Haglöf Sweden or to authorized distributor it should be accompanied by proof of the purchase date. If the product is shipped and delivered by mail, you agree to insure the product or assume the risk of loss or damage in transit, and to prepay shipping costs for door-to-door delivery. Haglöf Sweden will, at its option, repair or replace the product at additional charge except as set forth within this limited warranty. Replacement parts and products may be new or reconditioned. Replaced parts or products become the property of Haglöf Sweden.

Ask your Haglöf Sweden representative or authorized dealer for extended warranties that may be available.



Limited Warranty Registration Card

In order to activate your one-year limited warranty, please register at www.haglofsweden.com. If you do not have internet access, please complete the form below and mail or fax to Haglöf Sweden AB, Klockargatan 8, SE-882 30 Långsele, Sweden. Fax no +46 620 205 81 within 30 days of purchase. The warranty registration activates your limited warranty and allows Haglöf Sweden to contact you as hardware and software upgrades become available. Your information will not be solicited to 3rd party.

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Company

.....

Contact name

Position

.....

Address

City

Zip code

.....

State/Province

Country

Www

.....

Phone

Fax

E-mail

.....

Product Serial Number

Purchase Date

Purchased from

.....

Evidence of purchase date is required for service under this limited warranty.

Register your warranty online at www.haglofsweden.com/warranty

Download RMA document: www.haglofsweden.com/service/RMA

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Haglöf Sweden manufactures a full range of precision measurement solutions for forestry applications. Apart from [the world's largest selection of increment borer models](#), we offer a great choice of diameter [caliper models](#), [hypometers](#), rangefinders and other instruments for measurement and control work. Haglöf Sweden products are always designed for [rough use in tough surroundings](#). They are built rugged and made to [increase efficiency, improve accuracy](#) in measurement results and to [save time and money](#).

With our [patented technology](#) and long [manufacturing know-how](#), Haglöf Sweden is one of the most respected brand names in the business. The products are presented in limited series by our experienced team. We take pride in [quality](#) and put our good name on the line.

In close collaboration with [operators, scientists and branch people](#), you can count on our service team to assist you with your questions.

