

GENERAL TERMS AND CONDITIONS

1. General terms

Delivery of goods and provision of services under this offer is subject to General conditions for the purchase of goods intended for commercial construction activities, ABM 07, available via

https://byggmaterialindustrierna.se/wp-content/uploads/2018/03/ABM_07_v2-engelsk.pdf

with the industry specific addition Planglas 2009 – *Industry-specific supplements to ABM 07 for flat glass, including its appendices Regulations for inbound delivery, handling and storage of glass for buildings and Guidelines for quality evaluation and complaint handling.*

2. Warranty

10-year insulating glass guarantee for condensation and 5-year function guarantee for the electrochromic function calculated from delivery of the goods, excluding work. 1 year warranty incl. work for exchange. ChromoGenics warranty does not apply if the complaint concerns defects or damage caused by:

- a) the goods are not compatible with other glass or installation materials, including but not limited to sealing materials, gaskets, setting blocks, lubricants, insulation or other materials of any kind;
- b) detergents, solvents, acids, alkalis, or other chemicals used on or near the goods of any kind; or
- c) incorrect mounting or installation, inadequate maintenance or repair, alterations made without ChromoGenics written approval and normal wear and tear or deterioration.

Electrical function tests must be completed in accordance with ChromoGenics instructions. Failure to conduct and document the appropriate tests of the Products in accordance with ChromoGenics instructions will void the warranties.

3. Payment terms

50 % on order confirmation, 50 % at delivery, unless otherwise agreed.

4. Delivery time

Offered delivery times are estimates and may change. ChromoGenics does not accept fines or other additional costs due to delays.

5. Terms of delivery

Ex Works Uppsala, Sweden, (EXW INCOTERMS 2010), unless otherwise agreed.

6. Validity of the offer

This offer is valid for 30 days, unless otherwise agreed.

7. Contractuality and entire agreement

By signing ChromoGenics offer, the buyer accepts the offer with its attachments, which apply as a contract between the buyer and ChromoGenics. The contract constitutes the entire agreement of the parties and replaces all written or oral commitments and commitments that preceded it.

8. Additions, changes and cancellations

The buyer understands that goods and services not covered by the contract are outside ChromoGenics commitment, and that the buyer is therefore responsible for these.

For cancellation, ABM 07 p. 32 applies. The buyer is aware that ChromoGenics products are often manufactured / procured specifically for the buyer's wishes and that ChromoGenics can never sell canceled goods to another.

9. Dispute and governing law

Any disputes, controversy or claim arising out of or in connection with the contract shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking in the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. This contract shall be governed by the substantive law of Sweden. Notwithstanding the above, ChromoGenics has the right to bring actions before a general court or apply for payment at a governmental agency regarding a non-contentious and due claim.

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