GENERAL TERMS AND CONDITIONS

1. General terms
These General Terms and Conditions shall govern the Contract. To the extent not expressly regulated herein, the provisions of ABM 07 relating to defects, notification of defects, limitation of liability and access/reinstatement costs shall apply irrespective of the country where the Project is located. In the event of any conflict between these General Terms and Conditions and ABM 07, these General Terms and Conditions shall prevail. ABM 07 and Planglas 2009 are available upon request.

2. Warranty
ChromoGenics warrants that:

(a) the electrochromic function of the Products shall operate substantially in accordance with ChromoGenics' published specifications for a period of five (5) years from delivery;
(b) insulating glass units (IGUs) supplied by ChromoGenics shall remain free from obstruction of vision caused by condensation within the hermetically sealed cavity for a period of ten (10) years from delivery; and
(c) control units, power supplies, sensors and other electronic components supplied by ChromoGenics shall be free from defects in materials and workmanship for a period of two (2) years from delivery.

Variations in colour, tint, light transmission, switching speed or visual appearance that are within ChromoGenics' published specifications or normal industry tolerances shall not constitute a defect. Compliance with ChromoGenics' published specifications shall be determined using ChromoGenics' applicable test methods and measurement criteria.

In the event of a valid warranty claim, ChromoGenics shall, at its sole discretion, repair or replace the defective Product or component. The remedies set out in this Clause constitute the Buyer's sole and exclusive remedies in respect of defects covered by the warranty.

During the first year following delivery, ChromoGenics shall bear reasonable and necessary costs for accessing, removing and reinstalling defective Products covered by the warranty. Such costs shall be limited to those directly and unavoidably incurred in carrying out such replacement. The Buyer shall provide ChromoGenics with a reasonable opportunity to inspect the alleged defect before any removal or replacement is carried out. Costs incurred without ChromoGenics' prior written approval shall not be reimbursed unless immediate action was required for safety reasons. ChromoGenics shall not be liable for costs relating to surrounding works, damage to or replacement of other materials, temporary protection measures, project delays, liquidated damages, loss of use, loss of profit, business interruption or any indirect or consequential loss.

The Buyer is responsible for verifying the suitability of the Products for the intended application and for ensuring compatibility with all adjoining systems, materials and components, unless such compatibility has been expressly confirmed by ChromoGenics in writing.

The warranty applies only to defects arising under normal use and service conditions and does not apply to defects or damage resulting from:

(a) improper storage, handling, transportation, installation, commissioning, operation or maintenance; (b) alterations, repairs or modifications not approved in writing by ChromoGenics;
(c) abuse, accident, force majeure events or other circumstances beyond ChromoGenics' reasonable control;
(d) incompatibility between the Products and any glass, glazing materials, sealants, gaskets, setting blocks, lubricants, insulation materials or other materials not expressly approved by ChromoGenics; or
(e) detergents, solvents, acids, alkalis or other chemicals used on or near the Products.

Electrical function testing and commissioning shall be carried out and documented in accordance with ChromoGenics' instructions immediately following installation. Failure to perform or document such testing and commissioning shall void the warranty to the extent that the relevant defect could have been identified or prevented through such testing.

The Buyer shall notify ChromoGenics in writing without undue delay and no later than thirty (30) days after discovering, or reasonably having reason to discover, a defect. Failure to provide timely notice shall result in forfeiture of the claim.

3. Limitation of Liability

ChromoGenics AB
Ullforsgatan 15
SE-752 28 Uppsala
Sweden

Organisations Nr 556630-1809
MOMS Reg Nr SE-556630180901
Bankgiro 5556-5816

Tel: 018 430 04 30
e-mail: info@chromogenics.com
www.chromogenics.com

GENERAL TERMS AND CONDITIONS

ChromoGenics' aggregate liability under or in connection with the Contract, whether arising in contract, tort, warranty or otherwise, shall not exceed one hundred percent (100%) of the Contract Price.

Neither party shall be liable to the other for any indirect, incidental, special, punitive or consequential losses, including but not limited to loss of profit, loss of revenue, loss of production, loss of use, loss of opportunity, business interruption, liquidated damages or penalties payable to third parties.

4. Title and Payment
Unless otherwise agreed in writing, fifty percent (50%) of the Contract Price shall be payable upon order confirmation and the remaining fifty percent (50%) upon delivery.

Title to the Products shall remain with ChromoGenics until full payment has been received. Until title has passed, the Buyer shall keep the Products clearly identified and separate from other goods and shall not pledge, encumber or otherwise dispose of them.

The Buyer shall not be entitled to withhold payment, make deductions or exercise any right of set-off unless such claim has been acknowledged by ChromoGenics in writing or finally determined by arbitration.

If the Buyer fails to make any payment when due, ChromoGenics may suspend further deliveries and performance until full payment has been received. Any overdue payment shall accrue interest from the due date until payment is made in full at a rate of 10 percentage points above the applicable reference rate.

5. Delivery
Delivery terms are FCA Uppsala, Sweden (Incoterms® 2020), unless otherwise agreed in writing. Delivery dates are estimates only and time shall not be of the essence. ChromoGenics shall not be liable for delay damages, liquidated damages, penalties, loss of profit, business interruption or any other costs arising from delayed delivery

6. Validity of the offer
An offer issued by ChromoGenics shall remain valid for thirty (30) days from the date of the offer, unless otherwise stated in the offer or agreed in writing.

7. Changes and Cancellations
Any additions, modifications or changes to the Contract must be agreed in writing by the parties. Products, services or work not expressly included in the Contract are excluded from ChromoGenics' scope of supply.

The Buyer may not cancel an order without ChromoGenics' prior written consent. If cancellation is accepted, the Buyer shall reimburse ChromoGenics for all costs incurred and commitments undertaken in connection with the order, together with the profit that ChromoGenics would reasonably have earned on the cancelled scope.

8. Entire agreement
These General Terms and Conditions, together with ChromoGenics' accepted offer or order confirmation, constitute the entire agreement between the parties and supersede all prior oral and written representations, commitments and agreements relating to the same subject matter. No terms contained in the Buyer's purchase order, general conditions or other document shall apply unless expressly accepted by ChromoGenics in writing.

Unless otherwise agreed in writing, ChromoGenics shall be entitled to identify the Project as a reference project and to use photographs and other visual material from the Project for marketing, informational and reference purposes, provided that such use does not disclose confidential information or violate any agreed confidentiality obligations.

9. Force Majeure
Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, epidemics, governmental actions, shortages of materials, transportation disruptions or energy interruptions.

10. Governing Law and Dispute Resolution
Any dispute, controversy or claim arising out of or in connection with the Contract shall be finally settled by arbitration administered by the SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines 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 arbitration shall be Stockholm, Sweden. The language of the arbitral proceedings shall be English. The Contract shall be governed by the substantive law of Sweden. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Notwithstanding the foregoing, ChromoGenics shall be entitled to bring proceedings before a competent court or apply for a payment order before a competent authority in respect of an undisputed and due claim.

2026-10-01
D11706/6