

Standard conditions of Meson Group collectively “Meson” or “Supplier”.

## **1. Preamble**

These Standard conditions apply to the supply of products by any company within the Meson group to the Purchaser. In these Standard conditions, Meson group will be called “Meson” or “Supplier” and the customer will be called “Purchaser”, collectively referred to as the “Parties”.

In addition to these Standard conditions, the General Conditions for the Supply of mechanical, electrical and electronic products, Orgalime S 2012, shall apply between the Parties.

These Standard conditions shall not apply if the Parties agree in writing on terms that differ from these conditions.

## **2. Marking**

Individual marking on the product is not included, but Meson standard labels tied to the valve in paper, plastic or metal can be offered separately.

## **3. Inspection documents**

Material and test certification EN 10204-3.1 can be provided for relevant products if it has been agreed in writing prior to the order.

Individual Class inspection certificates are not included unless otherwise agreed in writing. Any third-party class inspection certificate cost is additional at Supplier’s cost plus invoice from relevant classification society. Individual class inspection certificates are not included unless agreed in writing. Any class inspection certificate cost, is in addition to product cost to provide third party class inspection certificate the following information is required prior to order placement:

1. Area of use, system and media
2. Piping class – max working pressure and temperature
3. Yard and new building number or name of vessel
4. IMO number

## **4. Documentation**

Documentation is not included but can be offered separately and must be agreed before order.

## **5. Deliveries and passing of risk**

Supplementary to paragraph 10 of Orgalime S 2012 the following shall apply.

If not otherwise agreed and confirmed by Supplier’s order confirmation, deliveries are EXW at the point of stock or point of collection, normally one of Supplier’s global offices, in accordance with INCOTERMS in force at the formation of the contract.

Delivery directly in China from Supplier’s premises in Changzhou, China, can be made either in CNY or foreign currency (e.g. USD or EUR). If the latter, and if not otherwise agreed, the Supplier will be exporting and the Purchaser, receiving party or its appointed handling agent will be importing from Changzhou bonded area. The Purchaser, the receiving party, or its appointed handling agent need to have an import license and pay for any potential import fee, custom charges and similar costs.

## **6. Time of delivery**

Delivery time at the point of delivery as per Supplier’s final order confirmation.

## **7. Payment**

If not otherwise agreed in writing, payment should be made by prepayment.

## **8. Return of products**

If the product is returned to the Supplier within three (3) months after shipment, the supplier shall accept return of product provided it is a normal stock item and part of the Supplier's standard range at the time of the return. The product must be in unused condition and the packaging unbroken.

The Supplier has the right to charge a return fee of 35% of the invoiced amount at the time of the delivery.

Any classification, -shipping, -customs or other costs which arise due to the return of the products will be charged in addition to the return fee and shall be borne by the Purchaser.

If the Purchaser want to use the right to return a product, the Purchaser shall notify the Supplier thereof, to agree whether the product is eligible for return and to obtain a reference and marking to be used in connection to the return of the product.

## **9. Product modifications etc.**

The Supplier reserves the right to, without prior notice, effect modifications and design changes and to discontinue manufacturing of any goods as part of a continuous program of product development.

## **10. Changes to these Standard conditions**

These Standard conditions are available on [www.mesongroup.com](http://www.mesongroup.com). Information about amendments to the conditions will be published on the same website.

## **11. Disputes and applicable law**

Changing paragraph 46 of Orgalime S 2012 the following shall apply.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed EUR 100,000. Where the amount in dispute exceeds EUR 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 100,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

Effective as of 2020-07-01