

## **Next Stop Records AB – GENERAL CONDITIONS OF SALE**

### **Amended to take account of exports**

**1 January 2011**

1. DEFINITIONS in the following conditions:

- (a) 'NSR' means Next Stop Records AB of Snörmakarvägen 35, 168 38 Bromma Sweden or such other subsidiary or associated company of NSR as may be shown on the face of the Order;
- (b) 'the Purchaser' means the person, firm or company who places an Order with NSR;
- (c) 'the Goods' means the articles including any packaging thereof to be supplied by NSR to the Purchaser pursuant to the Order;
- (d) 'the Order' means a purchase order in respect of Goods to be supplied by NSR to the Purchaser;
- (e) 'Contract' means any agreement for the sale and purchase of Goods incorporating these Conditions;
- (f) 'Customer Supply Specification' means the agreed range of Goods

2. CONDITIONS

These conditions together with the Customer Supply Specification and the Order shall apply to and be incorporated in the Contract between NSR and the Purchaser for the supply of the Goods. These conditions shall be in substitution for any oral arrangements made between the Purchaser and NSR and shall prevail over any inconsistent term or condition contained or referred to in the Purchaser's order, or correspondence or elsewhere or implied by trade, custom, practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these conditions shall be binding upon NSR unless specifically agreed to in writing and signed by a director of NSR.

3. THE ORDER

- (a) Each Order shall be submitted in writing/phone or electronically by the Purchaser to NSR and shall be deemed to be an offer by the Purchaser to purchase Goods subject to these Conditions.
- (b) No Order submitted by the Purchaser shall be deemed to have been accepted by NSR until an express written/phone or electronic acceptance of the Order is issued by NSR or, if earlier, NSR delivers the Goods to the Purchaser.
- (c) The Goods supplied by NSR shall conform to the description set out in NSR's acknowledgement of the Order.

4. AVAILABILITY AND DESPATCH

NSR shall do all that is reasonably practicable to comply with Orders received but shall not be liable to despatch Goods if:

- (a) any of the Goods ordered are out of stock or not available in the ordinary course;
- (b) any of the Goods ordered are not within the Purchaser's agreed range of Goods by reference to the Customer Supply Specification;
- (c) NSD is prevented from despatching the Goods by circumstances beyond its control;
- (d) the Purchaser has an unpaid account with NSR in excess of any agreed credit limit;
- (e) the quantity of Goods ordered is in excess of the level NSR can reasonably supply in the ordinary course of its business.

5. DELIVERY

- (a) NSR will not be liable for any loss including (but not limited to) loss of profit, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by NSR's negligence), nor will any delay in delivery entitle the Purchaser to terminate or rescind the Contract unless such delay exceeds 180 days.
- (b) The quantity of any consignment of Goods as recorded by NSR upon despatch from NSR's place of business shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive written evidence proving the contrary.
- (c) All claims for non-delivery must be submitted in writing or electronically to NSR within five working days from the date of service of NSR's invoice to a Swedish Purchaser and within fourteen working days from the date of service of NSR's invoice to an overseas Purchaser. Failure to comply with this requirement shall render the Purchaser liable for full payment of the invoice.
- (d) All claims for damaged Goods, mis-picks or shortages must be made and confirmed in writing or electronically within five working days from the date of delivery. Only claims that exceed SEK 150:- in value shall be considered by NSR.
- (e) Any claim that the Goods are defective shall be notified by the Purchaser in writing as soon as practicable and in any event within 28 days of delivery of the Goods

#### 6. NON-SWEDISH PURCHASER

Where NSR agrees to supply the Goods to a Purchaser located outside Sweden, the following terms shall apply and shall override any conflicting terms in these Conditions:

- (a) The Goods shall be delivered Ex Works, as defined by Incoterms 2000 and the meaning of "delivery" as used in these Conditions shall be altered accordingly;
- (b) The Purchaser shall be solely responsible for notifying NSR of any applicable local laws or regulations and for obtaining any necessary import or export licences;
- (c) NSR shall, at the Purchaser's request, risk and expense, render the Purchaser every assistance in obtaining any documentation which the Purchaser may require for the import or transit of the Goods;
- (c) The price shall be paid to NSR in Swedish Krona.
- (e) The buyer shall be deemed to have accepted all terms and conditions within this agreement with the order delivered to the buyer 14 days after such delivery.

#### 7. QUALITY ASSURANCE

NSR shall seek to ensure that the Goods supplied are of satisfactory quality, fit for their normal purpose, and conform in all respects to relevant statutory requirements including Swedish/European standards.

#### 8. PRICE

- (a) The price of Goods shall be the price stated on the invoice or such other price as is expressly agreed by NSR and the Purchaser in writing.
- (b) The Purchaser shall be solely responsible for the payment of any VAT or other taxes (including but not limited to import or export duties) and shall pay these in addition to the price.

9. PROPERTY RISK AND INSURANCE

- (a) The Goods shall remain the property of NSR until full payment has been received by NSR and further that all other sums due and owing to NSR by the Purchaser have been discharged.
- (b) The risk and obligation to insure the Goods shall pass to the Purchaser upon delivery.
- (c) If the Goods are delivered to an agent acting on behalf of the Purchaser, then risk and the obligation to insure shall pass to the Purchaser at the time of delivery to its agent.
- (d) After the risk has passed to the Purchaser and before the Goods have been paid for in full, the Purchaser shall insure the Goods against all insurable risks for a sum equivalent to the price due to NSR and the Purchaser shall hold any insurance payments received on trust for NSR.

10. PAYMENT

- (a) Invoices are due for payment on or before the date specified on the invoice or as otherwise agreed in writing between the parties. All invoices must be paid in full by the due date and any valid claims made by the Purchaser shall be subsequently settled by NSR.
- (b) If payment is not made in accordance with this condition, NSR may suspend all credit facilities and shall be entitled to institute legal action to recover all monies outstanding. Further, in the event that payment is not made in full by the due date, the Purchaser shall agree to allow NSR or its authorised representatives to enter upon the Purchaser's premises to remove all Goods which remain the property of NSR

11. INTEREST

If any invoice is not paid in full by the due date NSR shall be entitled to charge interest on the amount outstanding from the day following the due date .NSR shall be entitled to charge interest on the outstanding amount at the official discount rate plus eight (8%), according to the Swedish Interest law. Such interest shall be compound and shall be computed at monthly rates.

12. DAMAGED GOODS

NSR has no liability in respect of any Goods which are damaged or otherwise rendered defective by their improper use or storage after delivery to the Purchaser.

13. RETURNS

The parties may agree in writing for the return of Goods by the Purchaser to NSR. Where rights of return have been agreed in writing, the Purchaser shall only be allowed to return Goods if the following conditions have been complied with:

- (a) The Goods to returned by the Purchaser have been supplied by NSR;
- (b) The Goods to be returned by the Purchaser are in good condition, unmarked and with all labels (other than NSR's labels) removed and are capable of being re-sold for their full price;
- (c) NSR reserves the right not to credit any Goods which have been returned to it as faulty or damaged if such Goods were in NSR's opinion in good condition when originally despatched from NSR's premises;
- (d) All returned Goods shall be carefully checked and NSR reserves the right to suspend or cancel all credit facilities afforded to the Purchaser in respect of Goods which have been improperly returned in NSRs opinion;
- (e) The return of any Goods must be specifically authorised in accordance with NSR's returns procedure;

- (f) All Goods to be returned must be correctly labelled and documented using NSR's prescribed stickers and documentation;
- (g) All Goods must be returned via NSR's nominated agent;
- (h) Title and risk in returned Goods, for which the Purchaser has made payment, shall pass to NSR when the Goods are signed for by NSR's nominated agent. The Purchaser shall continue to insure the Goods against all insurable risks for a sum equivalent to the price due to NSR until the Goods are signed for by NSR's nominated agent and the Purchaser shall hold any insurance payments received on trust for NSR.

14. CONFIDENTIALITY

Except with NSR's prior written consent no information of any kind whatsoever with regard to the Order shall be divulged by the Purchaser or its employees or agents to any third party save as may be necessary to meet the requirements of the Order

15. PROPERTY OF NSR

The Purchaser shall be responsible for any property of NSD which may be supplied to the Purchaser in connection with the Order and shall indemnify NSD against any loss or damage thereto whilst in the custody of the Purchaser

16. ASSIGNMENT

NSR reserves the right to assign the benefit of the Order to its appointed nominee and in this event these conditions shall continue to apply. The Purchaser may not assign the Order or its obligations in respect of the same unless specifically agreed to in writing and signed by a director of NSR

17. FORCE MAJEURE

NSR reserves the right to suspend or cancel delivery of any Order or part of any Order by reason of any cause beyond the control of NSR and NSR shall not be liable for any direct or indirect damage or loss thereby caused to the Purchaser.

18. TERMINATION

Without prejudice to any other rights or remedies to which NSR may be entitled, it may terminate its obligation to comply with any Order or part of any Order immediately and without liability in the event that:

- (a) The Purchaser makes any arrangement or composition with its creditors or commits an act of bankruptcy or if a receiving order is made against it or an order is made or a resolution is passed for the winding-up of the Purchaser (other than solely for the purpose of amalgamation or reconstruction previously approved in writing by NSR) or has a receiver appointed of the whole or any part of its assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitles the Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt; or
- (b) The Purchaser commits any breach of these conditions or is in breach of any other contract it has with NSR

19. LIMITATION OF LIABILITY

- (a) Subject to the above, NSR shall not be liable to the Purchaser for any damages resulting from any loss of profits, loss of goodwill or loss of business, costs, expenses or for any special, incidental, indirect or consequential loss or damage (whether in an action in contract or tort, and whether occasioned by the negligence of NSR or its employees or agents or otherwise) arising out of or in connection with any act or omission of NSR relating to the supply of the Goods, their resale by the Purchaser or their use by any customer, consumer or other person.

20. WAIVER AND SEVERABILITY

- (a) Any failure or delay on the part of NSR to exercise or enforce any rights conferred by the Order and/or these conditions shall not be deemed to be a waiver of any such right or operate so as to prevent the exercise or enforcement thereof at any time or times thereafter
- (b) In the event that any one or more of the conditions herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining conditions contained herein shall not in any way be affected or impaired thereby

21. COMMUNICATIONS

- (a) All communications about this Contract from the Purchaser to NSR must be sent in writing or electronically and sent by first class post to NSRs registered office or such address as shall be notified to the Purchaser by NSR, or by facsimile transmission or to such email address as shall be notified to the Purchaser by NSR.
- (b) Communications shall be deemed received:
  - (i) if sent by post, three working days after the date of posting; and
  - (ii) if sent by facsimile transmission on a working day prior to 16.00 hours, at the time of transmission and otherwise on the next working day (provided the Purchaser holds an electronically transmitted acknowledgement of receipt from NSR's fax equipment)

22. THIRD PARTY RIGHTS

Nothing in this Agreement is intended on a proper construction to confer any benefit on any third party (whether such benefit would have arisen under the Contracts (Rights of Third Parties) Act 1999 or otherwise) and no term will be enforceable by any third party.

23. PROPER LAW

This Agreement shall be governed by the laws of Sweden and the parties submit to the exclusive of the District Court of Stockholm as first instance

I/we have read, understood and agree to be bound by the above Conditions of Sale

.....  
(The Purchaser)

...../...../.....  
Date

## CLIENT APPLICATION

Company name:

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Address:

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Company reg no: \_\_\_\_\_

Vat no: \_\_\_\_\_

Phone no: \_\_\_\_\_

Contact name: \_\_\_\_\_

Invoice address if different from above:

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E-mail: \_\_\_\_\_

Registered address if different from above:

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Established: \_\_\_\_\_

Type of business:

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Directors / Proprietors:

1: \_\_\_\_\_ Phone: \_\_\_\_\_

2: \_\_\_\_\_ Phone: \_\_\_\_\_

Account contact: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Bank: \_\_\_\_\_

Account name: \_\_\_\_\_ Account no: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Trade references (currently held): \_\_\_\_\_

1: \_\_\_\_\_ Phone: \_\_\_\_\_

2: \_\_\_\_\_ Phone: \_\_\_\_\_

3: \_\_\_\_\_ Phone: \_\_\_\_\_

**Prices**

All prices on our website and our newsletters are in SEK ( Swedish Kronor ). Next Stop Records reserves the right to modify prices without notice.

**Methods of payment**

Next Stop Records asks pre-payment for all new customers.

Below the methods accepted:

Pre-payment by wire transfer, Credit Card (Visa and MasterCard). They are excluded VAT and freight

**Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**NEXT STOP RECORDS**

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