



Faulty goods / Warranty

1. Panthera AB is responsible, according to the following rules, for faults in goods that result from inadequacies of design, material, manufacture or whereby the goods do not otherwise satisfy the agreed characteristics.
Panthera AB has the same responsibility for sub-contractors' material and work as for his own. Panthera AB's responsibility does not cover faults that result from material that the Purchaser has provided or the design that he has specified, unless Panthera AB discovered or ought to have discovered the fault.
Panthera AB's responsibility does not cover faults caused by circumstances that arose after the risk for the goods has passed to the Purchaser. This responsibility consequently does not cover faults that are caused by, among other things, inadequate maintenance, improper storage or incorrect assembly on the part of the Purchaser, amendments without the written consent of Panthera AB, normal wear and tear or deterioration or repairs conducted through the agency of the Purchaser. However, Panthera AB is responsible for faults that arose as a consequence of Panthera AB's instructions being inadequate.
Panthera AB shall be responsible for damage that redelivered or repaired parts caused to other parts of the goods.
2. A fault that transpires within one year of delivery of the goods shall be deemed to have existed at the time of delivery unless Panthera AB can prove otherwise or this is incompatible with the nature of the goods or fault. In a corresponding way, a fault that transpires within one year of the goods or a part of the goods being exchanged or repaired shall be deemed to have existed when the repair or exchange was completed.
If the goods as a consequence of a fault in accordance with Clause 19 are unusable for more than one month, the above-mentioned times shall be extended by the time during which the goods were unusable.
Notwithstanding the above provisions, the Purchaser's right to refer to a fault lapses unless he complained about the defect within two years from the original date of delivery.
3. The Purchaser shall within a reasonable period from when he discovered or ought to have discovered the fault notify Panthera AB that the goods are faulty. If he fails to do this, his right to refer to the fault lapses. After Panthera AB has received a notification from the Purchaser about the fault referred to in Clause 19, Panthera AB shall rectify the fault or implement a redelivery expedited as called for in the circumstances. The Purchaser is entitled to have a redelivery if the fault is fundamental for him and Panthera AB realised or ought to have realised this and redelivery can be made without inconvenience to Panthera AB. If the fault is to be rectified and if the fault is of such a nature that it is not appropriate that the rectification be carried out at the place where the goods are kept, the Purchaser shall at the request and cost of Panthera AB facilitate the performance of the work by returning faulty goods or parts of goods to Panthera AB for exchange or repair.
4. If Panthera AB does not fulfil his obligations according to Clause 21, the Purchaser may give him a written final reasonable notice to do so. If Panthera AB has not satisfied his obligations within this time limit, the Purchaser may at his own option:

- a. allow the necessary repairs to be conducted and/or produce new parts at the risk and expense of Panthera AB, provided the Purchaser proceeds prudently in this respect, or
 - b. demand and receive such a price reduction as corresponds to the fault. If the fault or measure according to item a. above remains but is not fundamental, the Purchaser is entitled to demand and receive a price reduction corresponding to the fault. If the defect is fundamental, the Purchaser may instead revoke the contract by written notice to Panthera AB. The Purchaser may also revoke the sale if the fault or measure referred to under item a. is still fundamental. Upon revocation the Purchaser is entitled to compensation for the damage he has suffered. However, the compensation shall not amount to more than 20% of the agreed price, and does not include compensation for indirect loss.
5. Panthera AB does not have any liability for faults beyond that prescribed under Clauses 1 to 4, unless Panthera AB has committed gross negligence.
6. The provisions of Clauses 1 to 5 in regard to faulty goods shall in appropriate respects apply where the goods do not amount to the agreed quantity, but Panthera AB, according to what the Purchaser must assume, considers he has performed his obligation