

ABM 07 – Domestic appliances

Industry-specific supplement to ABM 07 for the supply of domestic appliances.

The General Terms and Conditions for the purchase of goods for professional construction operations (ABM 07) apply to deliveries together with the amendments and additions set forth in ABM 07 – Domestic Appliances. The headings below are taken from ABM 07.

Liability in the event of a delay

ABM 07, point 12, paragraph 3 is deleted in its entirety

ABM 07, point 14 is deleted and replaced as follows

In addition to that prescribed in points 12 and 13, a party is not entitled to compensation for delays.

ABM 07, point 17 is deleted in its entirety

Acceptance inspection

ABM 07, point 18 is deleted and replaced as follows

A delivery note shall accompany the goods.

When the goods are delivered to the buyer, the buyer shall carry out a reconciliation of the goods against the delivery note and inspect the goods for visible defects.

Thereafter the buyer is responsible for the goods.

The buyer has a maximum of seven working days to raise a claim for defects or damage at the point of delivery.

Seller's liability for defects

ABM 07, point 20 is deleted and replaced as follows

The seller is responsible for the goods' compliance with the agreement and their being free from defects at the time of delivery. The seller is responsible for defects existing upon delivery or discovered after delivery and for which a claim is raised within 24 months of delivery (guarantee). Claims shall be raised immediately after the defects are discovered.

A party claiming under the guarantee is responsible for demonstrating that the guarantee covers the goods.

ABM 07, point 24, paragraphs 1 to 3 are deleted and replaced as follows

If the seller is liable for defective goods, it is also obliged to compensate for damage to the product to the extent applicable pursuant to the Swedish Product Liability Act. The seller's compensation liability under this agreement is limited to the greater of 15% of the purchase price or 200 price base amounts.

Insurance

ABM 07, point 26, paragraph 2 is deleted and replaced as follows

During the guarantee period, the seller shall hold the customary liability insurance, including product liability insurance. The insurance amount shall be no lower than 200 price base amounts, and the excess shall be no greater than 3 price base amounts.

Payment and limitation

ABM 07, point 29 is deleted in its entirety