

Loipart General Terms & Conditions

1. Scope of Supply

1.1 General

Loipart AB ("Loipart") shall supply the products and/or services expressly described in the applicable quotation, order confirmation, or agreement ("Contract"), irrespective of whether the Client is a shipyard, vessel owner, operator, or other customer.

Any product, service, or work not explicitly included in the Contract shall be deemed excluded.

1.2 Products

Unless otherwise expressly agreed in writing, Loipart's scope may include, as applicable:

- Design and engineering of marine galley, laundry, and waste handling solutions
- Supply of equipment, systems, and components
- Preparation of drawings and documentation required for manufacturing and coordination
- After-sales service and spare parts supply

1.3 Services (if expressly agreed)

Only if explicitly stated in the Contract, Loipart's scope may include:

- Packing suitable for the agreed delivery terms
- Installation, installation supervision, or technical assistance
- Commissioning and functional testing
- Training of crew, yard personnel, or operator representatives
- Factory testing, as stated in the Contract, except for standard equipment from line production

1.4 Design Responsibility and Interfaces

Loipart's design responsibility is strictly limited to the equipment and systems supplied by Loipart.

Loipart shall not be responsible for overall vessel design, system integration, operational concepts, or interfaces with equipment or systems supplied by third parties, unless explicitly agreed in writing.

1.5 Documentation and Approvals

Drawings, layouts, and documentation provided by Loipart are intended solely for the coordination, installation, and operation of Loipart's supply.

Approval of such documentation by the Client, shipyard, owner, operator, or classification society does not relieve the Client of responsibility for overall system compliance, vessel integration, or regulatory approvals unless otherwise expressly agreed.

1.6 Client Review, Approval, and Compliance with Documentation

1.6.1

The Client is solely responsible for reviewing all drawings, layouts, specifications, and technical documentation provided by Loipart prior to approval, manufacture, delivery, and/or installation.

1.6.2

Approval of drawings or documentation, whether provided in writing, electronically, or by conduct, shall constitute confirmation that the Client has reviewed, understood, and accepted the content thereof, including, but not limited to, dimensions, interfaces, layouts, capacities, materials, technical assumptions, and limitations.

1.6.3

Loipart shall not be liable for any errors, non-conformities, costs, or delays arising from information, requirements, or conditions that were incorrect, incomplete, or not identified by the Client during the review and approval process.

1.6.4

Goods manufactured, supplied, or delivered in accordance with approved drawings and documentation shall be deemed fully compliant with the Contract.

1.6.5

Returns, rework, replacements, or claims based on deviations, omissions, or requirements that were shown, described, or reasonably identifiable in the approved drawings or documentation shall not be accepted.

1.6.6

Any changes, corrections, rework, or returns requested after approval shall constitute additional work and shall be subject to revised pricing, delivery schedules, and other commercial terms, at Loipart's discretion.

2. Exclusions

2.1 General Exclusions

Unless expressly included in the Contract, the following are excluded from Loipart's scope and responsibility:

- Electrical power supply, cabling, control wiring, and external connections
- Plumbing, piping, drainage, ventilation ducting, and insulation outside Loipart's supplied equipment
- Structural steel, foundations, supporting structures, or shipyard steelwork
- Builders' work, cutting, welding, or modifications to the vessel or building structure
- Fire suppression systems, fire insulation, and fire detection interfaces
- HVAC or other utility systems not supplied by Loipart
- Integration, testing, or certification of third-party systems
- Removal or dismantling of existing equipment
- Cleaning after installation or commissioning
- Disposal of waste and packaging materials unless expressly agreed

2.2 Shipyard, Site and Vessel Conditions

Loipart assumes that the installation site, vessel, or facility:

- Is ready, accessible, and safe for installation or service
- Has adequate structural capacity for the supplied equipment
- Provides required utilities (power, water, drainage, compressed air, if applicable)

Any deviation from the above may result in additional costs, change orders, and/or revised delivery schedules.

2.3 Regulatory, Class and Authority Matters

Unless expressly agreed in writing, Loipart does not assume responsibility for:

- Approval by classification societies, flag state authorities, or local authorities
- Overall compliance with international, national, or local regulations
- Operational or hygiene inspections, including but not limited to the United States Public Health Service Vessel Sanitation Program

Loipart may support such processes upon request, subject to additional agreement.

2.4 Coordination and Third Parties

Overall project management, coordination, and scheduling of shipyards, owners, operators, subcontractors, or other third parties are excluded unless expressly agreed.

Loipart shall not be liable for delays, costs or consequences arising from acts or omissions of third parties.

2.5 Operational Performance and Use

Loipart is not responsible for performance issues resulting from:

- Installation, commissioning or modification carried out by others
- Inadequate utilities, ventilation, drainage or power supply
- Improper operation, maintenance or use
- Changes or repairs performed without Loipart's prior written approval

3. Changes and Additional Work

Any change to the agreed scope, including, but not limited to, layout changes, revised requirements, late information, changed interfaces or deviations from agreed conditions, shall be treated as additional work and may result in:

- Revised pricing
- Adjusted delivery or installation schedules
- Additional engineering, documentation or site costs

Such changes shall only be binding after written confirmation by Loipart.

4. Prices & Payment Terms

4.1 Prices

All prices are stated as specified in the quotation and/or order acknowledgment and are exclusive of VAT, customs duties, import taxes, and other applicable levies unless otherwise expressly stated.

Prices are based on the conditions, scope, and assumptions stated in the quotation and/or order acknowledgment. Any change in scope, schedule, regulations, interfaces, or assumptions may result in price adjustments.

4.2 Price Adjustments

Loipart reserves the right to adjust prices after contract conclusion due to circumstances beyond Loipart's reasonable control, including, but not limited to:

- Changes in material costs
- Changes in exchange rates
- Changes in freight or logistics costs
- Changes in taxes, duties, or regulatory requirements

4.3 Payment Terms

Payment terms shall be clearly stated in the quotation and/or order acknowledgment.

Loipart reserves the right to suspend work, delivery, or shipment if payments are not made in accordance with the agreed terms.

4.4 Late Payment

If payment is not received by the due date, Loipart is entitled to:

- Charge statutory interest on overdue amounts
- Recover all reasonable collection costs
- Suspended performance and deliveries without liability

4.5 Set-Off

The Client is not entitled to withhold, set off, or deduct any amounts from payments due to Loipart unless expressly agreed in writing.

5. Delivery, Risk & Incoterms

5.1 Delivery Terms

Delivery shall be made in accordance with the Incoterms® specified in the Contract (Incoterms® 2020 unless otherwise agreed).

5.2 Delivery Time

Delivery dates and schedules are estimates unless explicitly stated as firm in writing.

Delays caused by changes, late information, third parties, shipyards, authorities, classification societies, or force majeure shall entitle Loipart to a reasonable extension of time.

Such delays shall not give rise to penalties, liquidated damages, or cancellation unless expressly agreed.

5.3 Transfer of Risk

Risk of loss or damage to the goods shall pass to the Client in accordance with the agreed Incoterm.

If delivery is delayed at the request of, or due to circumstances attributable to, the Client, risk shall pass on the originally agreed delivery date.

5.4 Storage

If goods are stored at Loipart's premises or elsewhere due to Client-related delays, Loipart may charge reasonable storage, handling, and insurance costs. Standard cost is EUR 50 per week unless otherwise agreed.

5.5 Partial Deliveries

Loipart is entitled to make partial deliveries unless expressly agreed otherwise.

6. Warranty & Liability

6.1 Warranty

Loipart warrants that the supplied products shall, at the time of delivery, conform to the agreed specifications and be free from material and manufacturing defects.

Unless otherwise agreed in writing or clearly stated in the offer, the warranty period for products shall be twelve (12) months from:

- Delivery of the goods, or
- Commissioning, if performed by Loipart, but no longer than eighteen (18) months from delivery unless otherwise agreed in writing,

whichever occurs first.

Unless otherwise agreed in writing, the warranty period for spare parts shall be three (3) months from delivery of the goods.

6.2 Warranty Limitations

The warranty does not cover defects or damage resulting from:

- Normal wear and tear
- Incorrect installation, commissioning, or operation by others
- Inadequate utilities, ventilation, drainage, or power supply
- Modifications or repairs not approved in writing by Loipart
- Use outside the agreed operational parameters

As per marine industry standard practice, Loipart's warranty covers parts only and excludes labor unless otherwise stated in the Contract.

6.3 Remedy

Loipart's sole obligation under warranty shall be, at Loipart's discretion:

- Replacement of the defective part, or
- Refund of the affected portion of the Contract price

This shall constitute the Client's exclusive remedy.

6.4 Limitation of Liability

Loipart's total liability arising out of or in connection with the Contract shall be limited to the total Contract price, or the part thereof to which the claim relates.

Loipart shall under no circumstances be liable for:

- Loss of profit
- Loss of hire or charter
- Loss of use
- Business interruption
- Indirect or consequential damages

6.5 Third-Party Claims

The Client shall indemnify and hold Loipart harmless against claims from third parties arising from the Client's use, installation, or operation of the supplied products, except where caused by Loipart's gross negligence or willful misconduct.

7. Force Majeure

7.1 Definition

Neither party shall be liable for failure or delay in the performance of its obligations under the Contract if such failure or delay is caused by events beyond its reasonable control (“Force Majeure”).

7.2 Force Majeure Events

Force Majeure shall include, but not be limited to:

- Acts of God, natural disasters, fire, flood, or extreme weather
- War, armed conflict, terrorism, piracy, or threat thereof
- Epidemics, pandemics, or public health emergencies
- Strikes, labour disputes, or industrial actions
- Governmental actions, sanctions, embargoes, export or import restrictions
- Delays or failures of suppliers or subcontractors
- Disruptions in transportation, logistics, or energy supply

7.3 Consequences

During a Force Majeure event, Loipart’s obligations shall be suspended for the duration of the event and for a reasonable recovery period thereafter.

Delivery dates, milestones, and schedules shall be extended accordingly without liability or penalty.

7.4 Termination Due to Force Majeure

If a Force Majeure event continues for more than ninety (90) consecutive days, either party may terminate the affected part of the Contract by written notice.

In such a case, the Client shall compensate Loipart for all work performed, materials ordered, and costs incurred up to the termination date.

8. Termination & Cancellation

8.1 Termination for Cause

Loipart is entitled to terminate the Contract, in whole or in part, with immediate effect by written notice if the Client:

- Fails to make payment when due
- Commits a material breach of the Contract and fails to remedy such breach within a reasonable time after written notice
- Becomes insolvent, enters bankruptcy, liquidation, or similar proceedings
- Is, or becomes, subject to any applicable sanctions list, or sells, transfers, or otherwise supplies the goods, directly or indirectly, to any end customer or third party that is subject to any applicable sanctions list

8.2 Termination for Convenience by Client

If the Client cancels or terminates the Contract for convenience, the Client shall compensate Loipart for:

- All delivered goods and performed services
- All materials ordered or committed, including custom-made items
- Reserved engineering, production and project resources
- Reasonable loss of profit related to the canceled scope, with a minimum of twenty percent (20%) of the Contract value

8.3 Consequences of Termination

Upon termination:

- All outstanding invoices shall become immediately due and payable
- Risk and title to delivered goods shall remain as agreed until full payment
- Loipart shall be entitled to suspend delivery or reclaim goods subject to retention of title

8.4 No Waiver of Rights

Termination shall be without prejudice to any rights or remedies accrued prior to termination.

9. Governing Law & Dispute Resolution

9.1 Governing Law

The Contract and these General Terms & Conditions shall be governed by and construed in accordance with the laws of Sweden, without regard to its conflict of laws principles.

9.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or in connection with the Contract shall, in the first instance, be settled through amicable negotiations between the parties.

If no settlement is reached, the dispute shall be finally resolved by the courts of Sweden, with the Gothenburg District Court as the court of first instance, unless otherwise expressly agreed in writing.

9.3 Continued Performance

During the resolution of any dispute, the parties shall continue to perform their undisputed obligations under the Contract.