

## **GENERAL TERMS AND CONDITIONS FOR SUPPLY AND DELIVERY**

### **1 DEFINITIONS**

- 1.1 In these general terms and conditions, the following definitions shall have the meaning set out below.
- 1.2 **"Agreed Price"** shall mean the price agreed for the Products and stated in the Agreement.
- 1.3 **"Agreement"** shall mean the Agreement between the Parties regarding supply of Products.
- 1.4 **"Buyer"** means the party to an Agreement that buys, or intends to buy, Products from the Supplier.
- 1.5 **"Delivery Location"** means the place named place named by the Supplier.
- 1.6 **"Party" or "Parties"** means the parties to the Agreement.
- 1.7 **"Products"** means the Products supplied under the Agreement.
- 1.8 **"SCC" means the Stockholm Chamber of Commerce.**
- 1.9 **"Supplier"** means Elcowire AB, reg. no. 556027-2055.
- 1.10 **"Terms"** means these general terms and conditions for supply and delivery.

### **2 GENERAL**

- 2.1 These Terms are applicable for any supply and delivery of Products supplied by the Supplier to the Buyer.
- 2.2 These Terms may only be amended, changed or modified by an instrument in writing duly signed by the Supplier.
- 2.3 An offer from the Supplier is valid for acceptance within 8 (eight) days from the date of the offer unless otherwise stated therein.
- 2.4 The Agreement between the Parties shall inter alia state the specifications and characteristics of the Products, the Agreed Price and the Delivery Location.
- 2.5 Specification of the quantity purchased shall be made by the Buyer within the time stated in the Agreement. In the event of such specification not reaching the Supplier within the time specified the Supplier shall be entitled either to cancel the Agreement in so far as the unspecified quantity is concerned and to get compensation from the Buyer for cancellation costs and loss of business profit or to make a final specification of the purchase with goods of the Supplier's standard dimensions on giving notice to the Buyer to that effect not later than 14 (fourteen) days before delivery.

### **3 SUPPLY AND DELIVERY**

- 3.1 Unless otherwise specifically agreed between the Parties, the delivery shall be FCA to the Delivery Location according to Incoterms 2010.
- 3.2 The Supplier will endeavour to meet the Buyer's delivery requirements but shall not be liable for any loss or damage, neither direct nor consequential, caused by delay in delivery. If the time of delivery has been considerably delayed due to circumstances for which the Supplier is responsible, the Buyer may terminate the Agreement regarding any undelivered Products. Prior to such termination of the Agreement, Buyer shall inform the Supplier that it intends to

terminate the Agreement whereupon the Supplier shall be granted a grace period of not less than a week to deliver the Products under the Agreement.

- 3.3 In the event of Buyer's termination of the Agreement due to delay, any Products delivered under such Agreement shall be paid for in accordance with the Agreement.
- 3.4 In the event delivery is delayed due to an act or omission by Buyer, said delivery time shall be prolonged by a time corresponding to the delay caused by the Buyer. Should the delay be caused by the Buyer be excessive, the Seller shall be entitled to cancel the contract wholly or partially and to get compensation from the Buyer for cancellation costs and loss of business profit.
- 3.5 The Buyer shall accept variations in the quantities on each Products ordered. Such variations shall however not exceed 10 (ten) per cent of the quantities ordered and set out in the Agreement. The price of the ordered Products shall be adjusted accordingly.

#### **4 PRICE AND PAYMENT**

- 4.1 The Agreed Price shall be stated in the Agreement.
- 4.2 Any new or increased taxes, duties, tariffs, insurance premiums, harbour dues or other similar fees and levies, or any unforeseen and increased costs related to manufacturing, as well as changes in the pricing of the raw material which arise after the Agreement and affect the Products shall be added to the Agreed Price and paid by the Buyer.
- 4.3 Unless otherwise agreed between the Parties, the Buyer shall pay the Agreed Price against invoice no later than seven (7) days after shipment.
- 4.4 If the Buyer fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the Parties or otherwise 9 (nine) percentage points above the rate of STIBOR (Stockholm Interbank Offered Rates) for 30 (thirty) days. In addition, the Supplier shall be entitled to damages for all loss.

#### **5 WITHHOLDING PERFORMANCE AND CANCELLATION**

- 5.1 The Supplier shall be entitled to withhold its performance irrespective of the reason for the Buyer's failure to pay in due time.
- 5.2 The Supplier may terminate all Agreements with the Buyer where the Buyer fails to make payment within 30 (thirty) days of the due date or where it is clear that the Buyer will not be able to pay.

#### **6 RETENTION OF TITLE**

- 6.1 The Products shall remain the property of the Supplier until paid for in full, to the extent that such retention of title is valid under the applicable law. The Supplier shall be entitled to repossess the Products in connection with a termination.
- 6.2 During this reservation of ownership, Buyer will have no right pledge the objects in question, give any securities or sell to the Products in the course of a normal business transaction.
- 6.3 In case of confiscation or any other intervention or actions taken by any third parties, Buyer is strictly obliged to inform the Supplier immediately.
- 6.4 Should Buyer not fulfil its obligations, such as delayed payment, The Supplier has the right, at its own discretion, to set out an appropriate deadline and reclaim the goods, or to rescind the Agreement.

#### **7 DISCHARGE FROM LIABILITY FOR DELAY IN DELIVERY (FORCE MAJEURE)**

- 7.1 The following circumstances constitute grounds for discharge from liability: war, mobilisation or military draft of a similar scope, terrorism, sabotage, general or local industrial action, fire, flood, drought, natural disaster, requisition, seizure, public authority order, trade restriction, payment restriction or currency restriction, uprising or riot, epidemic, general labour disturbance such as but not limited to boycott, strike and lock-out, go-slow,

occupation of factories and premises, shortage of means of transport, general shortage, any supply difficulties such as limitation in the provision of power, electricity, fuel, or data communications and telecommunications, as well as other similar incidents and any other circumstance over which the Supplier does not have control. Any delay in delivery on the part of any party assisting the Supplier in the performance of the Agreement which is caused by any such ground for discharge from liability, as well as any other circumstance over which such party does not have control, such as faults or delays in deliveries from sub-contractors, shall also constitute grounds for discharge from liability. The aforementioned circumstances constitute grounds for discharge from liability only where the Supplier could not have reasonably foreseen their impact on the performance of the agreement when the Agreement was executed. The Parties are aware of the current outbreak of the Coronavirus (commonly known as Covid-19) or its mutations. Acts of government, municipality and/or on regional level or government, municipal or regional intervention, which are unforeseen due to and as a response to the Covid-19 outbreak shall during the time under which there is a pandemic situation constitute a force majeure event according to this section 7. In addition, effects of the Covid-19 pandemic may qualify as a force majeure event, if fulfilling the above circumstances.

- 7.2 The Supplier shall immediately notify the Buyer of the occurrence and cessation of the Force Majeure and shall endeavour to remedy and limit the effects of the Force Majeure. In the event that grounds for discharge from liability exist, the delivery time shall be extended for as long as is reasonable under the circumstances. The Supplier shall be entitled to extend the delivery time notwithstanding that the reason for the delay arose after the end of the originally agreed delivery time.
- 7.3 Either Party shall be entitled to terminate the Agreement where performance of the Agreement is delayed due to any ground for discharge from liability which persists for more than 3 (three) months.

## **8 OBLIGATION TO TAKE RECEIPT OF THE PRODUCTS**

The Buyer is obligated to take receipt of the Products on the agreed date. Where the Buyer fails to take receipt of the Products on the agreed date, the Buyer shall nevertheless make payment as though delivery had taken place. The Supplier shall ensure that the Products are stored at the Buyer's risk and expense. The Supplier shall be entitled to terminate the Agreement where the Buyer's delay in taking receipt of the Products is unreasonable.

## **9 LIABILITY FOR DEFECTS**

- 9.1 The characteristics and quality of the Products shall be consistent with the specifications set forth in the Agreement. The Supplier shall not be liable for defects or damage caused by the Buyer, including but not limited to insufficient maintenance or incorrect handling, nor shall the Supplier be liable for defects arising out of materials provided or a design stipulated or specified by the Buyer.
- 9.2 The Supplier's liability for warranties, specific undertakings, and undertakings follows from the provisions of these Terms, unless otherwise expressly stated in the Agreement.
- 9.3 The Supplier shall only be liable for defects which existed at the time of the delivery and which manifest themselves within one (1) year from the delivery date. If the use of the Products exceeds that which is agreed, this period shall be reduced proportionate. The same liability period shall apply to parts which the Supplier has replaced or repaired within one year from the original delivery date of the Products.

## **10 NOTICE OF DEFECT**

- 10.1 The Buyer shall notify the Supplier of any defect without unreasonable delay, however not later than within 2 (two) weeks from the date on which the defect manifested itself, or the Buyer should have discovered the defect. The notice of defect shall contain a description of the defect. The Buyer's untimely notice of the defect shall result in forfeiture of the right to complain of the defect.
- 10.2 The Buyer shall compensate the Supplier for any and all labour and costs where the Buyer gives notice of a defect in the Products and it is subsequently proven that there was no defect for which the Supplier was liable.

**11 RECTIFICATION OF DEFECTS**

The Supplier shall have the right and the obligation to rectify any defects. The Supplier shall be entitled to determine whether rectification will be made through repair or through replacement of the Products (redelivery). The Supplier shall rectify the defect promptly where the Products are located. The Supplier shall bear the costs of rectification, including the costs of troubleshooting and transport. The Buyer shall bear any extra costs incurred as a result of the Products being at a location other than the Delivery Location. The Buyer shall be responsible for labour and costs incurred as a result of the rectification resulting in modification to objects other than the Products.

**12 REMEDIES IN THE EVENT OF INSUFFICIENT RECTIFICATION**

If the Supplier does not fulfil its obligation to rectify a defect and fails to comply with the Buyer's request to rectify by a specific reasonable deadline, the Buyer shall be entitled to a reduction of the Agreed Price in proportion to the reduced value of the Products, provided that under no circumstances shall such reduction exceed 15 (fifteen) per cent of the Agreed Price of the defective delivery.

**13 CANCELLATION OF DELIVERY DUE TO INCOMPLETE RECTIFICATION AND DAMAGES**

Where the defect is not rectified and there is a material defect, the Buyer shall be entitled to cancel the defective delivery. In the event of such cancellation, the Buyer shall return the Products and be entitled: (i) to a refund of any purchase price paid for the cancelled delivery; and (ii) to damages for all loss, not to exceed 15 (fifteen) per cent of the Agreed Price for the delivery.

**14 LIMITATION OF LIABILITY**

The Supplier shall have no liability beyond that which follows from the preceding sections and the Buyer shall not be entitled to remedies due to the Supplier's breach of contract other than those which follow from the preceding sections. This limitation of liability shall not apply where the Supplier has committed gross negligence.

**15 PRODUCT LIABILITY**

Notwithstanding any previous stipulations regarding liability in damages, the Supplier shall not be liable for any third-party property damage or personal injury resulting from any defect in the Products. In the event the Supplier incurs liability in damages to any third party due to property damage or personal injury, the Buyer shall hold the Supplier harmless. This limitation shall not apply where the Supplier has committed gross negligence.

**16 GOVERNING LAW AND JURISDICTION**

- 16.1 The Agreement, including these Terms, shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.
- 16.2 The Parties will seek to settle any dispute by amicable negotiations. Any dispute, controversy or claim arising out of or in connection with the Agreement or these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the SCC. The arbitral tribunal shall be composed of a sole arbitrator.
- 16.3 The seat of arbitration shall be Helsingborg, Sweden and the language to be used in the arbitral proceedings shall be English.
- 16.4 Notwithstanding this arbitration clause, the Supplier shall be entitled to approach the courts in the Buyer's place of domicile to secure payment for the full amount of the Buyer's debt.
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