

General Terms and Conditions of Sale and Delivery (“General Terms and Conditions”) ALBIS NORDICS & BALTICS AB

1. In General

1.1. Unless otherwise agreed upon in writing, these General Terms and Conditions of Sale and Delivery (the “General Terms and Conditions”) shall apply to all agreements between Albis Nordics & Baltics AB (the “Distributor”) and its customers (“Purchasers”), regardless of how the agreement was entered into, or its form. The agreement consists of any quotation letter, order, offer, order- and/or offer confirmation, these General Terms and Conditions and all documentation referred to as being a part of the agreement. The General Terms and Conditions shall apply when referenced to, to the exclusion of any other terms and conditions. Should the General Terms and Conditions be referenced in a framework agreement, they shall apply to all orders placed under said framework agreement, in the version applicable at the time each respective order is placed.

1.2. The General Terms and Conditions shall not be applicable where the Purchaser is a *consumer*, as defined in Chapter 1, Section 2 of the Swedish Consumer Sales Act (SFS 2022:260). The General Terms and Conditions shall apply to all agreements regarding the sale and/or delivery of movable items (“Goods”) procured or manufactured by the Distributor.

1.3. The Distributor and a Purchaser may enter into agreements on terms and conditions other than the General Terms and Conditions. Such agreements shall be made in writing and must explicitly state that the General Terms and Conditions, as a whole or in part, shall not apply.

1.4. These General Terms and Conditions shall not apply in relation to any service, consultancy or similar service performed by the Distributor for the Purchaser.

2. Binding agreements – Information relevant under IATF Requirements

2.1. Any offers made by the Distributor are indicative and non-binding, as stated in the respective offer. The Distributor reserves the right to, at its sole discretion, adjust and/or amend any such indicative offers, at any time.

2.2. An order placed by the Purchaser is at all times binding and may not be revoked or amended after it has been communicated to the Distributor, unless otherwise agreed and confirmed by the Distributor in writing.

2.3. A binding agreement between the Distributor and a Purchaser will only exist where the Distributor, pursuant to an order placed by a Purchaser, confirms the order in writing within fourteen (14) days from receiving said order. Purchase orders, offers or contract orders made by the Purchaser shall, if not confirmed by the Distributor in writing, within fourteen (14) days, be deemed to have been refused.

2.4. All agreements entered into by the Distributor and a Purchaser must be made in writing to be considered valid and binding for the Distributor.

2.5. In order to be able to meet the demands of the IATF 16949 standard requirements, the Distributor requests Purchasers within the automotive industry to inform the Distributor in writing – insofar as not already provided for in purchase orders, offers or contract orders of the Purchaser – for which countries of destination within the meaning of the IATF 16949 standard requirements the Distributor’s deliveries to the Purchaser are to be made.

3. Purchase Price

3.1. The Purchaser shall purchase the Goods from the Distributor at the price set out in each order confirmation. Unless explicitly stated, all prices quoted by the Distributor are, regardless of currency, quoted VAT excluded. In invoices sent to Purchasers, VAT will be indicated separately.

3.2. The calculation of the purchase price shall be based on the quantities, weights or measurements determined at the place of dispatch.

3.3. To the extent that statutory fees, charges or any other costs (such as costs of raw materials) concerning the import, production or distribution and/or delivery of the Goods, are increased or introduced between the date of conclusion of an agreement or an order confirmation and actual date of delivery of the Goods the Distributor shall notify the Purchaser of such increased and/or introduced fees, charges or costs no later than [20] business days before delivery of the Goods and the Distributor shall be entitled to demand remuneration from the Purchaser corresponding to such increased and/or introduced fees, charges or costs. If the Distributor fails to notify the Purchaser of such increased and/or introduced fees, charges or costs [20] business days before delivery of the Goods and the Purchaser is unwilling to remunerate the Distributor for such fees, charges and/or costs, the Distributor shall be entitled to terminate the agreement with immediate effect. This shall apply regardless of the reason for the price changes compared to the initial price stated in the order confirmation. All fees, charges and/or costs shall be borne by the Purchaser, unless such are a direct consequence of gross negligence or willful misconduct by the Distributor.

4. Payment terms

4.1. Unless otherwise agreed upon in writing between the Distributor and the Purchaser, the purchase price shall be due 30 days from the date of the invoice, or as otherwise specified in the invoice. The purchase price shall be deposited into a bank account designated by the Distributor. Payments shall be deemed to have been made on the date the amount is at the Distributor’s disposal. Alternative forms of payment shall only be valid where a separate written agreement has been made by the parties. Any costs associated with such an alternate method of payment shall be borne solely by the Purchaser.

4.2. If the Purchaser is in arrears with payment, the Distributor shall be entitled to interest on such late payment, calculated in accordance with Section 6 of the Swedish Interest Act (SFS 1975:635).

4.3. As regards new Purchasers (i) not previously known to the Distributor, (ii) Purchasers having previously been or currently being in arrears with payment, and (iii) Purchasers with an unsatisfactory credit rating, the Distributor reserves the right to (a) request advance payment and/or (b) request that the Purchaser provides collateral satisfactory to the Distributor.

4.4. As regards a Purchaser that, after the Distributor has confirmed an order and thereby also the payment terms, is found to be insolvent, or where insolvency may reasonably be anticipated, the Distributor shall be entitled to (i) request advance payment, or (ii) terminate the agreement with immediate effect.

4.5. A set-off against counterclaims other than those based on (i) recognized and undisputed claims, or (ii) claims legally established or (iii) the exercise of rights to refuse performance or rights of retention, shall be excluded.

5. Delivery

5.1. Unless otherwise provided for in the order confirmation, delivery shall be deemed to have been agreed upon according to “EXW” Incoterm 2020.

5.2. In the event that the Distributor is unable to procure the Goods ordered by the Purchaser, the Distributor shall be released from its obligation to perform. In this case, the Distributor shall give the Purchaser immediate notice of the non-availability or the delayed availability of the delivery item or the supply.

5.3. The Distributor reserves the right to make partial deliveries if the Purchaser can make use of the partial delivery within the framework of the contractual purpose of use, the delivery of the outstanding Goods is secured and the Purchaser does not incur any material additional expenditure or additional costs for this reason (unless the Distributor agree to bear such costs).

5.4. Deliveries where the total quantity differs up to and including 10 % from the contractually agreed quantity, both short deliveries and excess deliveries, are permitted. The Purchaser is obliged to accept such deliveries, and the invoiced quantity shall be adjusted to correspond to the actual delivered quantity.

5.5. An agreed upon time of delivery is to be regarded as indicative unless a fixed term or date has explicitly been confirmed or agreed upon. If a dispatch of Goods has been agreed upon, delivery terms and delivery dates shall refer to the date of transfer to the carrier, freight forwarder or other third party entrusted with the respective transportation service.

5.6. In the event that a delivery date agreed upon cannot be complied with by the Distributor, due to circumstances beyond its control or the control of its suppliers, the time of delivery shall be reasonably extended. In such a case, the Purchaser shall be given notice from the Distributor within a reasonable time from when the Distributor receives knowledge of the circumstances leading to the extension of the delivery time. In this case, 10 business days shall always be deemed as a reasonable time, but could be more extensive depending on the prevailing circumstances. If the impeding circumstances still exist one month after expiry of the delivery term agreed upon, each party shall be entitled to rescind the agreement. Any other claims against the Distributor for having exceeded the agreed delivery date through no fault of its own shall be excluded.

5.7. Without prejudice to the Distributor’s rights resulting from a default of payment on the part of the Purchaser, the Distributor shall be entitled to require the Purchaser to extend delivery periods or to postpone delivery dates corresponding to the period during which the Purchaser fails to comply with its contractual obligations towards the Distributor.

6. Force Majeure

6.1. The Distributor shall be entitled to suspend the performance of its obligations under an agreement where such performance is prevented by a circumstance which is beyond the Distributor’s control and which the Distributor could neither have foreseen nor reasonably should have foreseen in conjunction with the conclusion of an agreement. Such circumstance (“Force Majeure”) may include, *inter alia*, war or a state of affairs similar to war, mobilisation or military conscription of a corresponding extent, revolt and rebellion, terrorism, sabotage, fire, floods, natural catastrophes, epidemics, pandemics, disruptions to public communications, disruptions to the public power networks, strikes, lock-outs or other general local labour market conflicts.

6.2. In the event the Distributor is prevented from performing its obligations under an agreement due to a Force Majeure event during a continuous period exceeding three (3) months, the Distributor shall be entitled to terminate the relevant agreement with immediate effect.

6.3. The Distributor shall not be liable for damage or loss which arises for a Purchaser as a consequence of the postponement of the performance of the agreement, or because of the agreement being terminated, due to a Force Majeure event.

7. Quality of Goods – Samples – Applications

7.1. The quality of goods shall exclusively depend upon the product specification provided by the respective manufacturer.

7.2. Any samples made available by the Distributor as well as its technical and chemical data shall be considered only a general description of the Goods. They shall not be construed as including a quality or durability warranty and shall not release the Purchaser from inspecting each individual delivery.

7.3. Warranties shall be assumed within the framework of individual, explicit and written agreements only.

7.4. The sole responsibility for the use, application and processing of the Goods delivered by the Distributor, as well as compliance with applicable safety and security regulations, shall lie with the Purchaser.

7.5. Unless explicitly otherwise agreed upon in writing in advance, after having assessed the risks for the Distributor on a case-by-case basis, and, in addition, subject to the fulfillment of all applicable requirements, the following prohibitions

shall apply: The Goods sold and/or delivered by the Distributor are not intended for (i) the manufacture of medical products, in-vitro diagnostic medical devices or use in the pharmaceutical sector; (ii) the manufacture of armaments or any other objects serving to kill or harm human beings; (iii) for the building of air- or spacecraft or installation in air- or spacecraft; or (iv) for safety-critical applications where a failure of the functions of the Goods endangers, or may endanger, the life, health or safety of human beings.

8. Notices of Defects – Claims – Warranty

8.1. The Goods delivered shall be carefully inspected by the receiving party immediately after delivery to (i) a Purchaser or (ii) to any third party designated by the Purchaser. Unless the Distributor receives a notice of apparent or other defects or non-conformities detectable at an immediate due inspection from the Purchaser within seven (7) working days of the delivery of the relevant Goods, the Purchaser shall be deemed to have accepted the delivered Goods thereby waiving all rights to submit claims to the Distributor attributable to the Goods received. With respect to other hidden defects, the delivered Goods shall be deemed to have been accepted by the Purchaser unless the Distributor receives a notice of defects from the Purchaser within seven (7) working days after the time such defect became apparent or should have been apparent during normal use of the Goods. The Purchaser shall lose all its rights in case of a hidden defect if it fails to act in accordance with this provision, irrespective of the reason for the Purchaser not complying with these requirements.

8.2. In case of partial deliveries, clause 8.1 shall apply with respect to each individual partial delivery.

8.3. Any complaint made by the Purchaser must be made in writing and must include an exact description of the type and extent of the alleged defect, or non-conformity.

8.4. A complaint shall not entitle the Purchaser to retain due payments or to refuse acceptance of other deliveries.

8.5. In case of defective or non-conforming products, the Distributor shall, at its sole discretion, be entitled to choose the remedial action to be taken.

8.6. If Goods are proven to be defective or non-conforming, the costs associated with the remedial action shall be borne the Distributor to the extent provided for by law. Any such costs borne by the Distributor, in excess of what follows from applicable statutory law, shall entitle the Distributor to request the Purchaser to reimburse the Distributor for all such excessive costs.

8.7. The warranty period shall amount to one year after delivery of the Goods, unless mandatory statutory provisions stipulate otherwise.

8.8. The Distributor does not warrant that the product is free of patents or other industrial property rights of third parties.

8.9. In case of Goods which, as agreed, have been sold as goods failing to comply with specifications (“off-grade”), second quality goods, goods of reprocessed material or the like, the Purchaser shall not have any warranty rights due to a material defect.

8.10. The Distributor shall not be liable for any defect due to the Purchaser or a third party not following the Distributor’s instructions or for any defect caused by any misapplication, faulty installation or neglected maintenance and normal wear.

9. Liability

9.1. To the extent that the question of culpability is relevant in the respective context, the Distributor’s liability for compensation of damages shall – irrespective of the legal ground – be limited according to the provisions in this clause 9.2. The Distributor shall not be liable in case of simple negligence of its bodies, legal representatives, employees or other persons employed in the performance of its obligations, unless a material breach of contractual duties has occurred. Material contractual duties shall include those obligations which are a pre-requisite for the proper implementation of the agreement and the compliance of which is, and may regularly be, relied on by the Purchaser.

9.3. To the extent that the Distributor is liable for damages on the merits according to clause 9.2, such liability shall be limited to the loss or damage which was at the time of contract conclusion foreseen by the Distributor as possible consequence of an infringement or ought to have been foreseen by the Distributor when applying due care and diligence. Moreover, the Distributor shall in no way be liable for any indirect losses or damage or a consequential loss or damage unless the Distributor has caused such damage or loss by gross negligence or by intent.

9.4. In the event of a liability for simple negligence, the Distributor’s compensation duty shall in case of material damage and financial losses be limited to EUR 5 million per claim, even if significant contractual duties were infringed.

9.5. The preceding liability exclusions and restrictions shall to the same extent apply to the favor of the Distributor’s bodies, legal representatives, employees and other persons employed in the performance of its obligations.

9.6. The restrictions set forth in this clause 9 shall not apply to liability due to (i) intentional behavior or gross negligence, (ii) warranted characteristics, (iii) injury to life, body and health or (iv) according to the Swedish Product Liability Act (SFS 1992:18). However, the Distributor shall in no way be liable for any indirect losses or damage or a consequential loss or damage.

9.7. In all other respects, unless otherwise expressly stated, any contractual or non-contractual liability and liability for damages on the Distributor’s part – irrespective of the legal reason – shall be excluded to the extent permitted by law.

10. Intellectual Property

10.1. Unless otherwise agreed between the parties, the Distributor shall own all rights, comprising any intellectual property rights relating to the Goods, including but not limited to trademarks, protection of design, copyright and patents. The Purchaser shall not acquire any intellectual property right or other rights to the Goods by means of the agreement.

10.2. The Purchaser shall immediately and in writing notify the Distributor if a third party addresses any claim towards the Purchaser due to Goods infringing or is claimed to infringe upon a third party’s intellectual property right. The Purchaser is obliged to attend to such claims according to the Distributor’s instructions and the Distributor is not liable for any infringement should the Purchaser violate this obligation.

10.3. Should such infringement conclusively exist or if, according to the Distributor’s own assessment, it is probable that such infringement exists, the Distributor shall at its own expense and at its own discretion either (i) ensure the Distributor’s right to continue to use and sell said Goods, (ii) substitute the Goods with another equivalent product whose use shall not imply any infringement, or (iii) change the Goods correspondingly to ensure that no infringement exists.

10.4. The Distributor is not liable for any infringement or alleged infringement upon a third party’s intellectual property right by the Goods if the Distributor has modified, created or produced the Goods according to the Purchaser’s wishes, instruction, specification or design. The Purchaser shall indemnify the Distributor against any claim, lawsuit or other legal proceeding which may arise following an actual or alleged infringement of such Goods and for each loss, cost, damage and expense (also including any costs for legal counselling and costs for administrative work) which the Distributor incurs accordingly.

11. Confidentiality

11.1. Always provided that it has not otherwise explicitly been agreed upon in writing with the Purchaser, the information submitted to the Distributor together with a purchase order shall not be regarded as confidential information, unless the confidentiality is obvious.

11.2. The Purchaser undertakes not to disclose the content of any agreement between the Purchaser and the Distributor, including the existence of such an agreement, to a third party without the prior written approval from the Distributor. However, the Purchaser shall have the right to disclose such information to the extent it is obliged to do so according to; (i) law; (ii) any court or authority’s judgment or decision; (iii) mandatory stock exchange rules or equivalent; or (iv) in the event the disclosure is made in relation to a dispute or other legal proceedings regarding such an agreement.

11.3. The Purchaser shall enter into non-disclosure agreements with its employees and/or third parties or take other appropriate measures to ensure that confidentiality is maintained.

11.4. The confidentiality undertaking shall remain in full force and effect after the termination of an agreement.

12. Data Protection

12.1. Concerning Data Protection, the Distributor acts in accordance with the companies established Data Protection Policy, which can be downloaded from <https://www.albis.com/en/about/corporate-governance> Module Data Protection. The Data Protection Policy forms part of these General Terms and Conditions and each agreement concluded between the Distributor and the Purchaser.

13. Title Reservation (Sw. *Äganderättsförbehåll*)

13.1. Title to the delivered Goods shall not pass to the Purchaser until full payment of the Goods has been made.

13.2. The Purchaser shall not be entitled to resell and/or process, or in any other way dispose over, the Goods until payment of the Goods has been made in full.

13.3. In the event of a behavior of the Purchaser in breach of the contract, particularly in case of a default in payment, the Distributor shall be entitled to rescind the contract and the Purchaser shall be obliged to surrender any unpaid Goods to the Distributor (“Enforcement Event”). In an Enforcement Event, the Purchaser shall irrevocably grant the Distributor unobstructed access to its business and storage premises in order to take possession of such Goods. At first request on the Distributor’s part, the Purchaser shall also provide the Distributor with any and all necessary information and documents concerning the existence of such Goods.

13.4. The Purchaser shall be obliged to keep the Goods in custody at its own expense and with the due diligence of a prudent businessman and to insure them against the customary storage risks.

13.5. In the event that the title reservation fails to be effective according to the law of the state where the delivered Goods are located, the Purchaser shall upon the Distributor’s request provide another equivalent security. If the Purchaser fails to come up to this requirement, the Distributor shall be entitled to request immediate payment of any and all outstanding invoices without taking the payment terms agreed upon into account.

14. Applicable law and dispute resolution

14.1. Any agreement entered into between the Distributor and a Purchaser shall be governed by the substantive law of Sweden with the explicit exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Swedish Sale of Goods Act (SFS 1990:931).

14.2. Any dispute, controversy or claim arising out of or in connection with such an agreement as mentioned in 14.1 above, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute.

14.3. The seat of arbitration shall be Gothenburg.

14.4. The language to be used in the arbitral proceedings shall be Swedish.