

# GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions shall apply to any quotation or agreement for delivery of any goods "Goods" from Nordmann Nordic AB, "Nordmann Nordic" to any purchaser, "Purchaser" and forms an integral part of such quotation or agreement unless and to the extent otherwise explicitly agreed by Nordmann Nordic in writing:

## 1. Delivery

1.1 The Goods shall be delivered Ex Works (as defined in latest official version of INCOTERMS), unless otherwise agreed in writing.

1.2 Delivery time shall be as specifically agreed. Nordmann Nordic will use reasonable efforts to deliver at agreed delivery date and shall inform the Purchaser about anticipated delays in delivery, if any, as soon as reasonably possible but shall not be liable for any delays in delivery.

1.4 In the event delivery "on call" is agreed, such call shall be done latest three (3) months from the date of the agreement unless otherwise agreed.

1.5 Each delivery shall constitute a separate purchase. In the event the contract provides for successive deliveries, each consignment shall be considered as a separate transaction. Failure to deliver one consignment shall not entitle the Purchaser to cancel the entire contract agreement.

1.6 In the event the Purchaser does not take delivery of the Goods at agreed delivery date, Nordmann Nordic shall have the right to store and insure the Goods at the expense of the Purchaser. Refusal to take delivery shall not relieve Purchaser from the obligation to pay at the payment date stipulated in the invoice for the Goods not off taken at the payment date stipulated in the invoice.

1.7 The Goods will be delivered in Nordmann Nordic's or its sub-supplier's standard packing. No Goods, packing or packing materials shall be returned to Nordmann Nordic unless agreed by Nordmann Nordic in writing.

1.8 To the extent electronic information is transferred to Purchaser from Nordmann Nordic, no software licenses are granted by Nordmann Nordic unless explicitly licensed explicitly licensed in writing and Purchaser is fully responsible for acquisition of any software license required if any.

## 2. Transfer of ownership and risk

2.1 The ownership to the Goods remains with Nordmann Nordic until paid in full by the Purchaser and Nordmann Nordic is entitled to take any goods back at Purchaser's expense if not duly paid.

2.2 The transfer of risk for the Goods shall pass to the Purchaser as defined by INCOTERMS. In the event Purchaser does not take delivery of the Goods as agreed, the risk for the Goods passes automatically to the Purchaser at the agreed delivery date if that has not occurred earlier.

## 3. Force majeure

3.1 In the event any delivery of Goods is prevented or delayed due to reasons reasonably beyond Nordmann Nordic's control, Nordmann Nordic shall be allowed to prolong the delivery time by a time period reasonable considering the duration and nature of the cause for delay. Such events are for example but not limited to war, riots, decisions by authorities, flood, earthquake, ice

hindrance, general shortage of raw materials, energy, labour or transport facilities, strikes, lock outs and other labour disputes. Nordmann Nordic shall inform the Purchaser of such event and the expected time of delay as soon as reasonable.

3.2 If one of the several deliveries has been delayed or hindered due to circumstances defined in Article 3.1 above, subsequent deliveries may be postponed accordingly.

3.3 In the event of delays due to force majeure for more than two (2) months, either of the Parties have the right to cancel the deliveries so affected.

## 4. Price and payment terms

4.1 Prices agreed are fixed but subject to change if Nordmann Nordic's costs are affected by

- changes in taxes, import duties or other charges by authorities or

- by changes in currency exchange rate between SEK/EUR/CHF/USD and the currency of the contract or

- changes in the currency exchange rates in which Nordmann Nordic's raw materials are purchased in SEK/EUR/CHF/USD, or - if the changes in raw material prices have been changed, provided such changes have occurred after the date of the quotation, or

- changes in Nordmann Nordic's sub-supplier's prices to Nordmann Nordic provided such changes have occurred after the date of Nordmann Nordic's quotation.

4.2 The price does not include any value added tax or any other taxes, duties or levies imposed by any authorities.

4.3 Payment terms are thirty (30) days from the date of the invoice. In the event payment is delayed, Nordmann Nordic is entitled to a delay penalty of two (2) per cent per month on any amount unpaid.

4.4 Nordmann Nordic shall be permitted to delay or cancel future deliveries, demand advance payment and/or terminate the contract in the event payment for any earlier delivery has not been made in full by the Purchaser in due time or if the Purchaser has entered into bankruptcy or liquidation or can otherwise be suspected not to be able to meet its debts.

## 5. Liability

5.1 Nordmann Nordic is responsible for the Goods being fitted for any particular purpose only if and to the extent specifically stated in a signed written agreement and Purchaser is fully responsible for the handling, use and reselling of the Goods.

5.2 Any information or advice, oral or and in brochures, marketing materials, technical advice and other printed or electronic materials are given free of charge and for information only and does not constitute any warranties or obligations from Nordmann Nordic

5.3 No other warranties than those explicitly agreed in writing by the parties shall apply to the Goods supplied by Nordmann Nordic.

5.4 The Purchaser shall handle the Goods with due care and in accordance with Nordmann Nordic or its sub-supplier's instructions and recommendations. Defects in the Goods for which the Purchaser intends to demand compensation from Nordmann Nordic shall be reported to Nordmann Nordic in writing as soon as the defect has been noticed or should reasonably have been noticed but in no event later than three (3) months after the delivery date. Damages that can be visually noticed at delivery such as damaged packing shall be reported

immediately to Nordmann Nordic and the forwarding agent. In

However, in the event Nordmann Nordic has acted only as a sales agent for a third party

supplier, the claims shall be directed directly to the supplier in question.

5.5 In the event the Goods, for reasons caused by Nordmann Nordic, does not meet with warranted specifications or any other agreed warranties, the defect Goods shall, if reported to Nordmann Nordic in accordance with 5.4 above, in Nordmann Nordic's choice, either be replaced by new Goods or, alternatively, Purchaser shall be credited an amount equal to the purchase value of the defect Goods.

5.6 The provisions of Article 5.5 represent Nordmann Nordic's only liabilities and obligations in case of defects in the Goods.

5.7 Nordmann Nordic does not assume any liability for infringement in any third party patents, trademarks or other immaterial property rights by the Purchaser's use of, reselling or other handling of the Goods

5.8 In the event a third party raises claims for damages caused by the Goods, Purchaser undertakes to hold Nordmann Nordic harmless for such claims unless proven to be caused by Nordmann Nordic's wilful act or gross negligence.

5.9 In no event, and irrespectively of what is otherwise stipulated, shall Nordmann Nordic be liable for any indirect or consequential damages or losses, such as but not limited to loss of orders sales or loss of profit.

5.10 Nordmann Nordic aggregate liability with regard to delivered Goods shall in no event exceed the purchase value of the consignment of Goods for which claims are found to be justified.

## 6. Confidentiality

6.1 Any information received by the Purchaser regarding Nordmann Nordic's products, technologies, recipes, prices, financials or other information of confidential nature shall be kept confidential by the Purchaser and not be used for any other purpose than directly required by the Purchaser for its use of the Goods. The Purchaser is not allowed to analyze or have analyzed the Goods to identify the content or manufacturing methods of the Goods, except for such analyzes that are reasonably required for delivery control of the Goods with respect to warranted parameters.

## 7. Applicable law and arbitration

7.1 Any agreement between Nordmann Nordic and the Purchaser and any quotation provided by Nordmann Nordic shall be governed by the laws of Sweden.

7.2 Any dispute arising out of any agreement between Nordmann Nordic and the Purchaser or any quotation provided by Nordmann Nordic shall be finally settled by arbitration in accordance with the rules of arbitration of the International Chamber of Commerce.

7.3 The place of the arbitration procedures shall be Stockholm, Sweden. The procedures shall be in the Swedish language if both parties are Swedish but in English if the Purchaser is domiciled outside Sweden.