

General Terms and Conditions for delivery of products from Scanfill AB

1. Applicability of These General Terms and Conditions

1.1 These General Terms and Conditions ("**Terms**") shall apply to all sales and deliveries of the products specified in the relevant order confirmation ("**Products**") sold by Scanfill AB, org. no. 556765-0048, Bronsgatan 8, 271 39 Ystad ("**Seller**") to the individual or entity purchasing the Products ("**Buyer**"), unless otherwise explicitly agreed in writing between the parties.

1.2 The Seller and the Buyer may herein also jointly be referred to as the "Parties" and each be referred to as a "Party".

2. Entering Into Agreement

2.1 All sales are subject to written order confirmation by Seller ("Order Confirmation"). Seller is not bound by an agreement to deliver until Seller has given such Order Confirmation in writing.

2.2 By placing an order, the Buyer agrees to be bound by these Terms, which together with the Order Confirmation and any additional written agreements constitute the entire agreement between the parties (the "Agreement").

3. Quantity

The Seller is always entitled to deviate from any agreed quantity of Products as set out in the Order Confirmation with a maximum of +/- 10% at any delivery without any consequences. However, the Buyer will only be invoiced for actual delivered volumes of Products.

4. Product Specification

4.1 The Products shall conform to the specifications given to the Buyer by the Seller (e.g., approved product samples, certificate of analysis, technical datasheets, quality agreement and/or Order Confirmation).

4.2 In the event of any conflict or inconsistency between the various product specification documents provided by the Seller to the Buyer, such conflict shall be resolved in accordance with the following order of precedence:

1. Quality agreement
2. Certificate of analysis
3. Technical datasheets
4. Approved Product Samples
5. Order Confirmation

4.3 The Buyer acknowledges that the Products are produced within a specified process and production tolerances for each product. The Buyer further acknowledges that information in technical datasheets, advice, or other information provided by the Seller are approximates and can be influenced and diverge due to e.g., pigmentation etc. Minor deviations that do not affect the Products' characteristics shall not be considered a defect. Slight color or odor variation, especially in recycled grades, shall not constitute a defect unless it renders the product unfit for use.

4.4 Where the Products contain recycled material, the Seller shall, to the extent such information is known, disclose the proportion of post-consumer and/or post-industrial content. The Buyer acknowledges that the use of recycled materials may result in increased variability in the characteristics of the Products, and that, as a consequence, greater deviations from the stated product specifications may occur.



5. Quality Control

Seller performs quality tests on produced material during running production and the results of these quality tests shall be valid and applicable between the Parties as regards quality of delivered Products unless otherwise explicitly agreed in writing between the Parties.

6. Delivery and Transfer of Risk of the Products

6.1 Delivery terms shall at all times be interpreted in accordance with the latest version of INCOTERMS.

6.2 Unless otherwise agreed in writing the Products shall be considered sold "FCA Sellers facilities in Ystad, Sweden (INCOTERMS)".

6.3 Where the Buyer and Seller have agreed on the Buyer's collection of the Products, the Seller shall in good time inform the Buyer of when the Products are ready for such collection.

7. Successive Deliveries

If the Agreement provides for successive deliveries of Products, each delivery shall be treated as a separate sale. The Buyer shall not have the right to terminate the entire Agreement due to delays, defaults, or deficiencies in any partial delivery. If any delivery is postponed as a result of a Force Majeure Event pursuant to Article 15, the Seller shall be entitled to postpone subsequent deliveries accordingly.

8. Delivery Times and Delays

8.1 Seller shall deliver the Products in accordance with the delivery schedule set out in the Order Confirmation.

Unless otherwise agreed in writing, delivery times shall be calculated from the latter of the following point of times:

- a. the day for entering into the Agreement,
- b. the day of Seller's receipt of information that valid export- or import- license has been issued, where such license is necessary for the fulfilment of the agreement,
- c. the day of Seller's receipt of such agreed prepayment that shall be paid before Seller's start of production,
- d. the day of Seller's receipt of Buyer's approval of a product sample,
- e. the delivery time stated in Seller's Order Confirmation.

8.2 In case the Seller finds that an agreed delivery date cannot be met, or that a delay is likely to occur, the Seller shall, without undue delay, notify the Buyer thereof in writing specifying the reason for such delay and indicate a new delivery date by which the Seller reasonably estimates the delivery will take place.

8.3 In case delays occur due to a Force Majeure Event (Article 15.1) or due to reasons attributable to the Buyer, delivery dates shall be prolonged with a time that, taking all circumstances into account, seems reasonable.

8.4 In case the Seller fails to deliver the Products within the agreed delivery time or within any extended delivery period pursuant to Article 8.1, 8.2 or 8.3, the Buyer shall be entitled to claim liquidated damages for the delayed Products. Such liquidated damages shall amount to 0.5% of the price of the delayed Products for each full week of delay, up to a maximum aggregate amount of 10% of the price of the delayed Products. The liquidated damages provided herein shall constitute the Buyer's sole and exclusive remedy for any delay in delivery. Payment of such liquidated damages shall not relieve the Seller from its obligation to deliver the Products. Should the Buyer be entitled to claim the maximum amount of liquidated damages under this Article 8.4, the Buyer shall be entitled to terminate the Agreement by providing written notice to the Seller. A termination of the Agreement on such grounds (maximum liquidated damages) shall in no way constitute a breach of contract that entitles the Buyer to claim further damages.



8.5 In case the Buyer finds that the Buyer will be unable to take delivery of the Products on the agreed delivery date, or it seems likely that delays on account of the Buyer will occur, the Buyer shall, without undue delay, notify the Seller thereof in writing, specifying the reason for such delay and to the extent possible, indicate the date on which delivery can be received. If the Buyer fails to take delivery of the Products on an agreed delivery date, the Buyer shall nevertheless be obligated to make any payments that becomes due upon delivery, as if delivery had occurred on the date stated in the Order Confirmation. The Seller shall arrange for storage of the Products at Buyer's expense and risk. Upon Buyer's request, the Seller shall insure the Products at Buyer's expense.

Provided that the Buyer's failure to take delivery of the Products in accordance with this Article 8.5 is attributable to a Force Majeure Event as defined in Article 15.1, the Seller shall be entitled to require the Buyer, by written notice, to take delivery of the Products within a reasonable time. If the Buyer fails to take delivery within such reasonable time, regardless of the reason for such failure, the Seller shall be entitled to cancel the Agreement, by written notice to the Buyer, with respect to the portion of the Products that the Buyer has failed to receive. The Seller shall further be entitled to claim compensation from the Buyer for any damages suffered as a result of the Buyer's failure to take delivery of the Products at the agreed delivery time.

9. Product Price Quotations and Payment

9.1 The quotations or tenders are non-committal and non-binding in nature. No Agreement shall arise until a written Order Confirmation from Seller, accepting the Buyer's order, is sent by Seller to the Buyer.

9.2 Prices for the Products are set out in the Order Confirmation.

9.3 In case of change exceeding five percent (5%) in exchange rates, raw material prices, taxes, duties and levies, official charges or other similar costs occurring after the date on which an offer or an Agreement for delivery has been made, and where such changes have not been reflected in the price stated in the Order Confirmation, Seller shall be entitled, at the time of delivery, adjust the prices accordingly.

9.3 All prices are set exclusive of VAT.

9.4 Unless otherwise agreed in writing between the Seller and the Buyer, the Buyer ensure that payment is received and available in Seller's designated bank account no later than thirty (30) days from the date of the invoice. In the event of late payment by the Buyer, the Seller shall be entitled to charge interest on the overdue amount in accordance with the Swedish Interest Act ("Räntelagen" 1975:635). Agreed payment terms shall apply only to the extent that the Buyer's total outstanding credit remains within the approved credit limit.

9.5 The Seller is entitled to withhold future deliveries and refuse acceptance of any new orders if the Buyer exceeds the approved credit limit. If payment has not been received from the Buyer within thirty (30) days after the invoice due date, the Seller shall be entitled to either terminate the Agreement by written notification to the Buyer, or withhold future deliveries according to the Agreement, until all outstanding invoices have been settled or the credit limit has been adjusted. The Seller is in such event entitled to claim compensation from the Buyer for any losses or damages incurred, in addition to interest on late payment.

10. Liability for Defaults in Delivered Products

10.1 The Seller's liability for defective or non-conforming Products for which the Seller is responsible, shall be limited to that Seller within a reasonable time, taking all circumstances into consideration, at Seller's option either;

- a. takes back the defective Products and deliver new faultless Products; or
- b. takes back the defective Products and issue a credit note to the Buyer; or
- c. takes back the delivered Products and repay any payments made for the delivered defective Products.



These obligations shall apply only if the Buyer has made a written complaint to the Seller within one (1) week of discovering the defect, or from when the Buyer ought to have discovered the defect. The Seller shall have the sole discretion to determine which of the above remedies, in this Article 10.1 (a-c), shall be applied in each specific case.

10.2 As regards defects that have occurred during transport it is Buyer's responsibility to promptly after receipt of the Products notify the carrier/transporter of this in writing.

10.3 The Seller is responsible for defects in delivered Products only if the defects occur within one year from the day the Products were delivered to the Buyer and under the condition that the Buyer has made a complaint within the time set out in Article 10.1.

10.4 Any transports related to the return, replacement or reprocessing of defective Products shall be on Seller's risk and expense. The Buyer shall comply with the Seller's transport instructions. The Buyer shall bear any additional costs for any remedies of defaults and/or costs for return of Products respectively that Seller might encounter caused by that the Products are situated at another location than the agreed place of delivery.

10.5 In the event the Seller does not fulfil the Seller's obligations according to Article 10.1, the Buyer shall be entitled to provide the Seller with written notice specifying a final timeframe within which the Seller must perform such obligations. If the Seller fails to fulfill its obligations within the specified timeframe, and provided that the failure is not minor, the Buyer is entitled to terminate the Agreement in its entirety or cancel partial delivery under the Agreement by written notice to the Seller.

10.6 Assessment of whether defects or nonconformities exists in delivered Products shall always be done by comparison of the characteristics of the delivered Products with the product specifications as set out in Article 4 and 5. Assessment of whether defects exist in delivered Products shall furthermore be assessed according to the characteristics in the Products at delivery. Seller takes no responsibility for characteristics in the Products after processing.

10.7 Seller's responsibility is limited to defects that arise under normal use of the Products in accordance with Seller's at each time valid processing instructions and under the condition that the Products have been used for respective Products' intended use.

10.8 The Buyer is solely responsible for testing the suitability of the Products for its intended processing methods and end-use applications. Seller takes no responsibility for that a product is suitable for certain purposes unless specifically warranted by Seller in writing.

10.9 Seller takes no responsibility for defects besides what is set out in this Article 10. Any technical data, advice, or information provided by the Supplier in accordance with clause 4 is given in good faith but without guarantee and shall not create any independent warranty or liability.

11. Liability for Damages Caused by the Products.

11.1 Seller is under no circumstances liable for damages caused by the Products.

11.2 The Buyer shall indemnify and hold the Seller harmless from and against any and all third-party claims, losses, damages, liabilities, or expenses, including reasonable legal fees, arising out of or relating to property damage or personal injury caused by the Products after delivery, to the extent such damage is not caused by the Seller's gross negligence.

11.3 Without limitation of the foregoing, the Seller shall bear full responsibility for any damage to property or injury to persons caused by the Products while in Seller's possession.

11.4 Each Party undertakes to immediately notify the other Party of any claims by a third party against Buyer or Seller for compensation for loss or damages as referred to in this Article 11.

11.5 The Seller shall have the right to intervene in any action or process against the Buyer in any court or arbitration proceedings concerning claims allegedly arising from loss or damage caused by the delivered Products. Any disputes between the Parties shall, in all cases, be settled in accordance with the provisions set forth in Article 17.



12. General Limitation of Liability

12.1 The Seller shall in no event, be liable for indirect, incidental or consequential losses or damages such as e.g., loss of production, loss of goodwill, loss of business, loss of revenue or any other consequential financial losses or consequential damages arising from late deliveries, defective Products, damages caused by the Products or otherwise, whether or not such loss or damage could have been foreseen.

12.2 The Seller's total aggregate liability arising out of or in connection with any delivery, whether in contract, tort or otherwise, shall not exceed the price paid by the Buyer for the specific batch, part delivery or delivery of Products giving rise to the claim. With respect to product liability claims, the Seller's liability shall in all cases be limited to a maximum of 20 MSEK per occasion.

12.3 The Buyer shall, at all times, take all reasonable measures to limit any loss or damage suffered.

13. Insolvency and Termination

13.1 If the Seller has reason to believe that the Buyer will not fulfil its payment obligations, regardless of the reason therefore, the Seller is entitled to require the Buyer to provide acceptable security or collateral. If such reasonable security or collateral is not provided to Seller without undue delay, the Seller is entitled to cancel the confirmed order, with respect to any Products not yet delivered, by written notice to the Buyer.

13.2 Either Party is entitled to terminate the Agreement with immediate effect, by written notice to the other Party, if the other Party suspends payments, commence negotiations for settlements with its creditors, is subject to bankruptcy or insolvency proceedings, company reconstruction or similar, discontinues its operations, enters into liquidation or an administrator is appointed for all or parts of the other Party's assets.

13.3 Either Party may terminate the Agreement by providing written notice to the other Party if the other Party commits a material breach of the Agreement and, after receipt of written notice specifying the breach fails to remedy the such breach within sixty (60) days after receipt of the notice.

14. Retention of Title

To the extent permitted by applicable law, the Seller shall retain title to the Products delivered to the Buyer, and they shall remain the property of the Seller until the Buyer has made full payment for the Products.



For Germany the following shall also apply:

EIGENTUMSVORBEHALT.

Der Verkäufer behält sich das Eigentum an der gelieferten Ware vor, bis seine sämtlichen Forderungen gegen den Käufer aus der Geschäftsverbindung einschließlich der künftig entstehenden Forderungen auch aus später abgeschlossenen Verträgen beglichen sind. Dies gilt auch, wenn einzelne oder sämtliche Forderungen des Verkäufers in eine laufende Rechnung aufgenommen wurden und der Saldo gezogen und anerkannt worden ist.

Der Eigentumsvorbehalt bleibt auch bestehen, solange bei sogenannter Scheck-/Wechseldeckung die gegebenen Wechsel oder Schecks nicht vollständig eingelöst sind.

Wenn der Wert der bestehenden Sicherheiten die zu sichernden Forderungen um mehr als 20% übersteigt, ist der Verkäufer auf Verlangen des Käufers insoweit zur Freigabe verpflichtet.

Der Käufer ist berechtigt, die Waren im ordentlichen Geschäftsgang zu veräußern oder zu verarbeiten.

Der Käufer tritt dem Verkäufer hiermit schon jetzt alle Forderungen ab, die ihm aus der Weiterveräußerung gegen den Abnehmer oder Dritte erwachsen.

Zur Einziehung dieser Forderungen ist der Käufer auch nach Abtretung ermächtigt. Die Befugnis des Verkäufers, die Forderungen selbst einzuziehen, bleibt hiervon unberührt. Der Verkäufer ist jedoch verpflichtet, die Forderungen nicht einzuziehen, solange der Käufer seinen Zahlungs- und sonstigen Verpflichtungen ordnungsgemäß nachkommt. Der Verkäufer kann verlangen, dass der Käufer ihm die abgetretenen Forderungen und deren Schuldner bekanntgibt, alle zum Einzug erforderlichen Angaben macht, die dazugehörigen Unterlagen aushändigt und den Schuldner die Abtretung mitteilt.

Die Verarbeitung oder Umbildung von Vorbehaltswaren wird durch den Käufer stets für den Verkäufer vorgenommen, jedoch ohne Verpflichtung für ihn. Wird die Vorbehaltsware mit anderen nicht dem Käufer gehörenden Gegenständen verarbeitet, so steht dem Verkäufer das Miteigentum an der neuen Sache im Verhältnis des Wertes der Vorbehaltsware zu den anderen verarbeiteten Gegenständen zur Zeit der Verarbeitung zu. Für die durch Verarbeitung entstehende Sache gilt im übrigen das Gleiche wie für die Vorbehaltsware.

Bei vertragswidrigem Verhalten des Käufers, insbesondere bei Zahlungsverzug, ist der Verkäufer zur Rücknahme berechtigt. In der Zurücknahme sowie in der Pfändung des Gegenstandes durch den Verkäufer liegt ein Rücktritt vom Vertrag nur dann vor, wenn dies gesetzlich vorgeschrieben ist oder der Verkäufer dies ausdrücklich schriftlich erklärt. Der Käufer darf, soweit und solange der Eigentumsvorbehalt besteht, Waren oder die aus diesen hergestellten Sachen ohne Zustimmung des Verkäufers weder zur Sicherung übereignen noch verpfänden.

Bei Pfändungen oder sonstigen Eingriffen Dritter hat der Käufer den Verkäufer unverzüglich schriftlich zu benachrichtigen. Es ist dem Käufer untersagt, mit seinem Abnehmer Abreden zu treffen, welche die Rechte des Verkäufers in irgendeiner Weise ausschließen oder beeinträchtigen können. Der Käufer darf insbesondere keine Vereinbarungen eingehen, welche die

Vorausabtretungen der Forderungen an den Verkäufer zunichtemachen oder beeinträchtigen.

Gerichtsstand ist Hagen in Westfalen.

15. Force Majeure

15.1 Circumstances that are beyond the Parties' control such as labour disputes e.g., strike, lock-out or other general or local industrial action or similar (notwithstanding that the Party itself is a party to the action), fire, flood, natural disasters, war or warlike situations, terrorism, epidemic, pandemic, decisions by public authorities, major operational disturbances at a party such as break-down of means of transport or similar, lack of deliveries from subcontractors, lack of raw material, currency restrictions, ("Force Majeure Event") constitutes grounds for relief of a Party's obligations under the Agreement if such Force Majeure Event results in that the fulfilment of the Agreement is hindered or becomes unreasonably burdensome.



15.2 A Force Majeure Event constitutes grounds for relief only as far as its effect on the fulfilment of the Agreement could not reasonably have been foreseen when the Agreement was entered into and the effects thereof could not reasonably have been prevented.

15.3 A Party seeking to invoke a Force Majeure Event as grounds for relief of its obligations shall, without undue delay, notify the other Party in writing of the commencement and, when known, the anticipated expiration of the Force Majeure Event.

15.4 If a Force Majeure Event is attributable to the Buyer, the Buyer shall compensate the Seller for any costs the Seller might have incurred to secure or protect the Products.

15.5 Notwithstanding the foregoing, either Party is entitled to terminate the Agreement, in whole or in part, by written notice to the other Party, if the fulfilment of the Agreement is delayed by more than six (6) months as a result of a Force Majeure Event.

16. Data Protection and GDPR Compliance

16.1 The Parties shall comply with all applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR") and the Swedish Data Protection Act (Dataskyddslagen, SFS 2018:218). Personal data will be processed only as necessary to perform the Agreement and in accordance with the Seller's Data Integrity and Privacy Policy, available at <https://www.polykemi.se/privacy-policy>. Each Party is responsible for ensuring that personal data is handled lawfully, securely, and transparently.

16.2 Personal data shall not be transferred outside the EEA without adequate safeguards. Upon termination of the Agreement, personal data shall be deleted or returned unless otherwise required by law.

17. Disputes and Applicable law

17.1 These Terms are governed and construed in accordance with the substantive laws of Sweden.

17.2 Any disputes arising out or in connection with the formation, interpretation, or application of these Terms, as well as any agreements and legal relationships arising therefrom, shall, except as set out below, be finally settled by arbitration in accordance with the at each time valid Swedish law on arbitrators (Swedish Arbitration Act SFS 1999:116). The seat of arbitration shall be Malmö, Sweden.

17.3 In the event that the dispute concerns a value less than 400.000 SEK either Party has the right to have the dispute resolved by Swedish courts of law.

17.4 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause (Article 17) shall be kept strictly confidential. This confidentiality obligation covers all information disclosed during the arbitral proceedings, as well as any decision or award issued during such proceedings. Such information may not be disclosed to a third party without the prior consent of the other Party. Exceptions shall apply only to the extent that disclosure is required by mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation, or to enforce or challenge an award.

