

## **General Terms and conditions for delivery of products from SCANFILL AB (hereafter referred to as "Seller")**

### **Applicability of these General Terms and Conditions**

1. These General Terms and Conditions shall always apply on Sellers delivery of products unless otherwise explicitly agreed in writing between the parties.

### **Entering into agreement**

2. Seller is not bound by agreement to deliver until Seller has given order confirmation in writing.

### **Quantity**

3. Seller is always entitled to deviate from any agreed quantity of products with a maximum of +/- 10% at any delivery without any consequences.

### **Product information**

4. Information in Sellers technical documentation (such as "datablad, produkt-information, säkerhetsdatablad, samlingsblad" and processing instructions or similar) are approximates and can be influenced and diverge due to e.g. pigmentation etc.

### **Quality control**

5. Seller performs quality tests on produced material on a regular basis 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.

### **Transfer of risk of the products**

6. Delivery terms shall at all times be interpreted in accordance with the latest version of INCOTERMS
7. Unless otherwise agreed in writing the products shall be considered sold "FCA Sellers facilities in Ystad, Sweden (INCOTERMS)".
8. When agreement has been made for Buyers collection of products the Seller shall in good time inform the Buyer of when the products are ready for collection.

### **Successive deliveries**

9. In the event the agreement is for successive deliveries of products each delivery shall be considered a separate sale. Buyer is not entitled to, at delays of part deliveries or defaults or deficiencies in part deliveries, terminate the entire agreement. In case deliveries are postponed due to reasons set out in article 32 (force majeure), Seller is entitled to postpone subsequent deliveries correspondingly.

### **Delivery times and delays**

10. 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 later of the following point of times:

- a. the day for the entering into the agreement ,
- b. the day of Sellers 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 Sellers receipt of such agreed prepayment that shall be paid before Sellers start of production,
  - d. the day of Sellers receipt of Buyers approval of product sample,
  - e. the delivery time stated in Sellers order confirmation.
11. In case Seller finds that an agreed delivery date cannot be meet or it seems likely that delays will occur Seller shall without undue delay inform the Buyer hereof in writing including the reason for the delay and state a new delivery date when delivery can be estimated to take place.
  12. In case delays occur due to reasons set out in Article 32 (force majeure) or due to reasons attributable to the Buyer, delivery dates shall be prolonged with a time that, taking all circumstances into account, seems reasonable.
  13. In case Seller does not deliver the products within the agreed delivery time or within the in Article 11 or 12 prolonged delivery times, Buyer has the right to claim liquidated damages for the delayed products. The liquidated damages shall for each full week of delay be 0,5% of the price for the delayed products, per week, up to a maximum of 10% of the price for the delayed products. Payment of the liquidated damages shall not relive Seller from the obligation to deliver the products. Should Buyer be entitled to the maximum liquidated damages according to this Article, Buyer has the right to cancel the agreement. Buyer shall inform the Seller hereof in writing.
  14. In case Buyer finds that he cannot take delivery of the products on the agreed delivery date or it seems likely that delays on account of the Buyer will occur, Buyer shall without undue delay inform the Seller hereof in writing including, as far as possible, the time when delivery can be received. In the event Buyer fails to take delivery of the products on an agreed delivery date, Buyer is still obligated to make any payments that have been made dependent on delivery of the products, as if the products have been delivered in time on the delivery date stated in the order confirmation. Sellers shall arrange for storage of the products at Buyers expense and on Buyers risk. At Buyers request Seller shall insure the products at Buyers expense.
  15. Provided the reason for Buyers omission to take delivery of the products in accordance with Article 14 is not due to conditions referred to in article 32 (force majeure), Seller is entitled to request the Buyer, in writing, to take delivery of the products within a reasonable time. In such event that Buyer does not to take delivery within such reasonable time, no matter the reasons therefore, Seller is entitled to cancel the agreement, by notice in writing, as regards such part of the products that due to Buyers inability to take delivery of the products have not been received by the Buyer. Seller is entitled to claim compensation from the Buyer for damages suffered by the Seller due to Buyer not taking delivery of the products at the agreed delivery time.

## **Payment**

16. All prices are set exclusive of VAT.
17. Unless otherwise agreed, in writing, between the parties payments shall be made within 30 days from date of invoice. In the event of late payments by the Buyer Seller is entitled to late payment interest in accordance with the Swedish Interest Act ("Räntelagen" 1975:635). Any payment conditions are valid provided that Buyers total credit amount is within the awarded credit limit. Seller is entitled to withhold future deliveries and deny acceptance of new orders in the event that Buyer exceeds the credit limit. In the event that Buyer has not paid an invoice within 30 days after the invoice due date Seller is entitled to thereafter either cancel the agreement, by written

notification to the Buyer, or withholding future deliveries according to the agreement, until all due invoices have been paid or the credit limit has been altered. Seller is in such event entitled to compensation from the Buyer for damages suffered, in addition to the late payment interest.

18. In case of changes in exchange rates, raw material prices, taxes, dues and levies, official charges or other similar duties with more than 5% occurs after the date for an offer or agreement for delivery has been made and such changes have not been taken into consideration, Seller is entitled to at delivery adjust the prices correspondingly.

#### **Retention of title**

19. To the extent permitted by law the title to the products remains Sellers until final payment of the products has been made by the Buyer in full. Seller is entitled to refuse to deliver Buyers products until payment has been made in full.

#### **Liability for defaults in delivered products**

20. In case delivered products are found to have defects for which the Seller is responsible, Sellers shall within a reasonable time, taking all circumstances into consideration, at his option either
  - a. take back the defective products and deliver new faultless products; or
  - b. take back the defective products and credit the Buyer on future deliveries with an amount corresponding to the amount invoiced for the defective products; or
  - c. take back the delivered products and repay any payments made for the delivered defective products.These Sellers obligations are provided always that the Buyer has made a complaint in writing to Seller within one week from discovery of the defect or from when Buyer ought to have discovered the defect. Seller is at liberty to freely choose which of the above methods a-c shall be used in the specific case.
21. As regards defects that has occurred during transport it is Buyers responsibility to promptly after receipt of the products notify the carrier /transporter of this in writing.
22. Seller is responsible for defects in delivered products only if the defects occur within one year from the day the products were delivered and under the condition that Buyer has made a complaint within the time set out in Article 20.
23. Any transports in connection with return, replacement or reprocessing of defective products shall be on Sellers risk and at Sellers cost. Buyer shall follow Sellers transport instructions. Buyer shall carry any extra 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 on another location than the in the agreement / order confirmation stated delivery place for delivery.
24. In the event that Seller does not fulfil his obligations according to Article 20 Buyer is entitled to notify the Seller in writing of a final timeframe within which Seller should fulfil his obligations. If Seller has not fulfilled his obligations within such final time frame and under the condition that the shortcoming is not minor, Buyer is entitled to cancel the agreement in its entirety or cancel part delivery under the agreement by written notice to Seller.
25. Assessment of whether defects exists in delivered products shall always be done by comparison of the characteristics of the delivered products with the characteristics set out in Sellers technical documentation for the products set out in the order confirmation valid at delivery (as defined in Article 4). Assessment of whether defects

exist in delivered products shall furthermore be judged according to the characteristics in the products at delivery. Seller takes no responsibility for characteristics in the products after processing.

26. Sellers responsibility is limited to defects that arise under normal use of the products in accordance with Sellers at each time valid processing instructions and under the condition that the products have been used for respective products intended use. Seller takes no responsibility for that a product is suitable for certain purposes unless specifically warranted by Seller in writing.
27. Seller takes no responsibility for defects besides what is set out in Articles 20 – 26.

#### **Liability for damages caused by the products**

28. Seller is under no circumstances liable for damages caused by the products.
29. Buyer shall indemnify Seller from any and all damages and responsibilities that might be imposed on Seller by third parties for product damages on property or person caused by the products.

Without limitation of the foregoing Seller takes full responsibility for any damages to property or person caused by the products while in Sellers possession.

Buyer and Seller respectively undertake to immediately inform 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.

Seller has the right to intervene in any action or process against the Buyer in any court or arbitration procedure that deals with claims when the claim is allegedly based on loss or damage caused by the delivered products. Claims between Buyer and Seller shall always be settled in accordance with what is set out in Article 36.

#### **General limitation of liability**

30. Seller shall not in any event as regards late deliveries, defective products, damages caused by the products or in any other way under this agreement be liable for indirect, incidental or consequential losses or damages such as e.g. loss of production, loss of business, loss of revenue or any other consequential financial losses or consequential damages whether or not such loss or damage could have been foreseen or not.

Seller shall not in any event be liable for losses or damages in connection with the products exceeding a maximum amount equivalent to the invoice amount for the respective delivery in question.

As regards product liability damages Sellers liability is always limited to a maximum 20 MSEK per damage occasion.

Buyer is always responsible when suffering loss or damage to take all reasonable measures to limit such loss or damage.

#### **Insolvency**

31. If Seller has reason to believe that Buyer will not fulfil his payment obligations, no matter the reason therefore, Seller is entitled to demand acceptable security / collateral from Buyer. If such reasonable security /collateral is not provided to Seller without delay, Seller is entitled to cancel the agreement in respect of not yet delivered products by written notification to the Buyer.

Either party is entitled to terminate this agreement with immediate effect, by notice in writing 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.

### **Force Majeure**

32. Circumstances that are beyond the parties control such as e.g. labour disputes, fire, war, decisions by public authorities, major operational disturbances at a party, lack of deliveries from subcontractors, lack of raw material, currency restrictions or lack of transportation, constitutes grounds for relief of a party's obligations under this agreement if such circumstances results in that the fulfilment of the agreement is hindered or becomes unreasonably burdensome. The above mentioned circumstances constitutes grounds for relief only as far as their 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.
33. A party that wishes to refer to grounds for relief of obligations as set out in Article 32 shall without undue delay notify the other party in writing of the commencement of such circumstances that constitutes force majeure as well as the expiration thereof. At force majeure situations on Buyers account, Buyer shall compensate Seller for such costs Seller might encounter to secure or protect the products.
34. Notwithstanding what is set out above, either party is entitled to cancel the agreement or part of the agreement, by written notification to the other party, if the fulfilment of the agreement is delayed by more than two months due to relief reasons set out in Article 32.

### **Disputes and applicable law**

35. This agreement is governed and construed in accordance with the substantive laws of Sweden.
36. No disputes with respect to the agreement or anything in connection therewith cannot be tried by a court of law but shall instead, except as set out below, be settled by arbitration proceedings in accordance with the at each time valid Swedish law on arbitrators. In the event that the dispute concerns a value less than 200.000 SEK a party has the right to get the dispute resolved by Swedish courts of law.