

## GENERAL CONDITIONS OF SALE AND DELIVERY FOR THE KÄHRS GROUP

### 1. General

- 1.1 These general terms and conditions of sale and delivery (the “**GTC**”) shall exclusively apply to all supplies of goods or services provided by a company in the Kährs Group, (the “**Seller**”), unless otherwise expressly stated in writing by the Seller in a signed and valid written contract with, or otherwise in the Seller’s confirmation of an order for supply of goods or services from, its customer, (the “**Buyer**”). These GTC shall thus take precedence over and to the fullest extent permitted by law exclude the application of any conflicting or deviating general or specific terms or conditions of the Buyer. The Seller and the Buyer are jointly referred to as the “**Parties**”, each being a “**Party**”.
- 1.2 The contracting party from the Seller shall be the company within the Kährs Group which has confirmed the Buyer’s order, entered into written contract with the Buyer or delivered the goods in question, as the case may be. If, for whatever reason more than one company within the Kährs Group has been involved in the process, and no written contract has been entered into by the Parties, the company which has delivered the goods or services in question shall be deemed to be contracting party with which the Buyer has entered into agreement and thus act as the Seller under these GTC.
- 1.3 The Seller reserves the right to update the GTC at any time. The Buyer hereby agrees that such revised version shall come into force and be binding for the Buyer thirty (30) days after being published on the Seller’s webpage with regard to orders submitted after the end of the thirty day period. If orders are submitted during the aforesaid thirty day period, the then current version of the GTC shall apply to such orders. For the avoidance of doubt, the previous version of the GTC shall always apply with regard to already delivered goods or services.
- 1.4 In the GTC, unless the context otherwise requires, headings shall not affect the interpretation of the GTC, and the singular includes the plural and vice versa.

### 2. Order and acceptance

- 2.1 The Buyer shall order the goods and services by submitting orders in accordance with these GTC and the current Kährs pricelist. The Seller reserves the right, in its sole discretion, to accept or reject orders. Orders for goods and services shall be submitted by the Buyer in writing. Each order shall specify (i) the quantity of goods being ordered, (ii) the current prices, and (iii) requested delivery date.
- 2.2 With respect to each separate order for supply of goods or services submitted by the Buyer, the Parties are legally bound by an agreement thereof as soon as (and only if) the Seller has sent the Buyer an order confirmation, in writing or by electronic means such as e-mail.
- 2.3 By submitting an order upon receipt of a quotation, offer or other information from the Seller containing reference to these GTC, the Buyer agrees that the GTC in their entirety shall apply, unless the Parties explicitly agree otherwise in writing. If an order is placed without any preceding quotation, offer or other information from the Seller containing reference to these GTC, the Buyer shall be bound by these GTC after the Buyer’s receipt of the Seller’s order confirmation containing reference of these GTC, unless the Buyer objects thereto within five (5) business days. In such case no agreement shall be deemed to have been entered into and the Seller shall have no obligation to make any delivery of the ordered goods or services.
- 2.4 Any quotation given by the Seller is valid for such period as is specified in the quotation or, if no date is specified, for thirty (30) days from its date unless the Seller withdraws it earlier, and is given on the basis that no legally binding contract shall

come into existence until the Seller dispatches an order confirmation to the Buyer.

- 2.5 Any condition stated in an order, or in any other document drawn up by the Buyer, that is contrary to these GTC, shall not be binding or valid, unless there is a written contract to that effect. Should the Seller fail to object to such a condition, this omission shall not be construed as an acceptance, partial or entire, or an alteration of these GTC.
- 2.6 No order in respect to which the Seller has issued an order confirmation in writing may be cancelled by the Buyer except with the written agreement of the Seller. The Seller reserves the right to permit cancellation of the order only on the terms that the Buyer indemnifies the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and transportation used), and all damages, charges and expenses incurred by the Seller as a result of cancellation.

### 3. Specifications, technical information and intellectual property rights

- 3.1 Drawings, specifications, measures, weights, prices and other information which are part of or which appear in the Seller’s catalogues, brochures, advertisements, circulars, data sheets and price lists issued or published for the sole purpose of giving an approximate idea of the goods or services described in them and are an invitation to treat only and shall thus not constitute an offer by the Seller. Only such drawings, specifications, measures, weights, prices and other information that are expressly specified in the Seller’s written order confirmation or the final written contract between the Seller and the Buyer, form part of the Parties’ agreement and may be relied upon by the Buyer.
- 3.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, order confirmation, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 3.3 The Seller reserves the right to make any changes, at any time, to any of the goods or services supplied.
- 3.4 If goods delivered by the Seller to the Buyer constitute an infringement of a third party’s patent right, industrial design or any other intellectual property right, the Seller undertakes to take repossession of the goods and repay the original purchase price, but shall not be obliged to pay to the Buyer any damages or any other sum whatsoever resulting from such infringement. Notwithstanding the foregoing, if the goods were sold for a particular purpose recommended by the Seller, as expressly set forth and identified in the Parties’ written contract, the Seller shall in addition to what is set forth above in this clause 3.4 reimburse the Buyer for reasonable direct costs incurred by the Buyer due to such infringement, however, always subject to the general limitations of liability set forth in clause 8.
- 3.5 If any action is brought against the Seller for infringement of a third party’s patent right, industrial design or similar intellectual property right arising out of the Seller’s production of goods based on express or implied instructions or specifications by the Buyer, the Buyer shall indemnify, defend and hold the Seller harmless against all damages, claims, liabilities legal fees and demands resulting from such action, including reasonable legal costs.

### 4. Price

- 4.1 The price for the goods or services supplied is exclusive of any value added tax and any other duties or taxes or other types of official or governmental charges, which will be added to the price and are payable by the Buyer.

4.2 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price for the goods and services to be supplied to reflect (i) any change in delivery dates or quantities of the goods or services which is requested by the Buyer and confirmed in writing by the Seller, or (ii) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Should a change in currency exchange rates, raw material prices, taxes, duties or other official or governmental charges or the like occur after the date of the offer, price list, order confirmation or signed contract, the Seller has the right to adjust the price for the goods and services accordingly.

## 5. Payment, retention of title etc.

5.1 Unless otherwise agreed between the Parties in writing, payment for goods and services delivered shall be made against invoice and within thirty (30) days from the date of the invoice.

5.2 No payment shall be deemed received until the Seller has received cleared funds, and the Buyer acknowledge that timely payment of the price is of the essence of the contract.

5.3 Delivered goods shall remain the property of the Seller until they have been paid in full, to the extent that such reservation of right of ownership is valid under the applicable law. However, the Buyer shall carry all risk for such goods after delivery by the Seller.

5.4 Until ownership of the goods has passed to the Buyer, the Buyer must (i) keep the goods separate from those of the Buyer and third parties, (ii) keep the goods properly stored, protected, insured and identified as the Seller's property, and (iii) hold any insurance proceeds related to the goods in escrow for the Seller and not mix or commingle them with any other monies.

5.5 The Buyer shall make all payments due under an order or a contract, as the case may be, without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise.

5.6 If the Buyer does not make payment on or before the date on which it is due, the Seller shall (without limiting any other right or remedy available to the Seller) be entitled to (i) suspend further deliveries of goods and services to the Buyer and to (ii) require the Buyer to return the relevant goods not paid for and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the relevant goods are stored, in order to recover the goods. Penalty interest on arrears shall accrue automatically on the overdue amount from the due date at an annual interest rate of fifteen (15) per cent and be payable by the Buyer.

5.7 If the Buyer has not paid within sixty (60) days from the due date, the Seller has the right to cancel the order or the contract, as the case may be. In that case, the Seller has, in addition to penalty interest, a right to full indemnity from the Buyer for all loss and damages which is suffered (including loss of profit).

5.8 Should, before completion of the delivery, the Seller find reason to believe that the Buyer will not duly fulfill its obligation to make payment, is suffering from reduced or potentially reduced solvency or some material change in its financial or legal status, the Seller shall have the right to demand adequate security or, without any liability towards the Buyer, to cancel the order or the contract, as the case may be, unless the Buyer provides a payment guarantee approved by the Seller.

5.9 The Seller reserves the right to carry out credit reference searches against the Buyer, the Buyer's principal, partners or directors at any time.

5.10 The Seller reserves the right to sell the invoice to a third-party credit institute

## 6. Delivery

6.1 Unless otherwise agreed in writing by the Seller, delivery of the goods is made EXW, Seller's premises, INCOTERMS 2020.

6.2 The date of delivery shall be as stated in the Seller's written order confirmation. However, any dates specified by the Seller for delivery of the goods or services are intended to be an estimate only. The Seller shall not be liable for any loss or damage occurring through any failure or inability to meet such dates.

6.3 If delivery cannot take place within the agreed time of delivery as per clause 6.2, the Seller shall have the right to extend the agreed time of delivery with the time required. The Seller shall notify the Buyer of this without delay and, if possible, state the date when delivery is expected to be able to take place.

6.4 Should the extension of the time of delivery exceed two (2) weeks, the Buyer is entitled to cancel the order, provided that the cancellation is made in writing within five (5) days from the time the Buyer has been notified of the new time of delivery, save for when the delayed delivery is due to a circumstance referred to in clause 9 (force majeure) or on grounds of any action or omission on the part of the Buyer. Should the Buyer not cancel the order within such time, the time of delivery stated by the Seller shall be considered as the new time of delivery.

6.5 If the Seller fails to deliver the goods or services and has not notified the Buyer of a new delivery date, the Buyer shall be entitled to cancel the order for non-delivery by giving the Seller a written notice thereof.

6.6 Cancellation of order pursuant to clauses 6.4 or 6.5 shall be the Buyer's sole remedy in case of delay in delivery or failure to deliver, and the Buyer shall not be entitled to damages, penalty, remuneration or any other compensation. Under no circumstances shall the Buyer be entitled to compensation for any indirect or consequential damages, costs or losses due to any delay in delivery.

6.7 Where the goods or services are to be delivered in instalments, each delivery shall be considered as an independent sale. The Buyer shall not be entitled to cancel the order or the contract, as the case may be, as a result of delay, defect or shortcoming in one or more of the instalments.

6.8 Should the Buyer find that it will not be able to take delivery of the goods or services on the agreed date of delivery or should delay on the Buyer's part appear probable, the Buyer shall immediately notify the Seller thereof and state the date when the Buyer can take delivery of the goods or services. The Seller shall arrange for storage of the goods at the Buyer's risk and expense.

6.9 Unless the failure of the Buyer as set out in clause 6.8 is due to a circumstance referred to in clause 9 (force majeure), the Seller has the right to request the Buyer to take delivery of the goods within a reasonable time. If the Buyer, irrespective of the cause, fails to do this within such a period, Seller has the right to give Buyer written notice cancelling the contract with regard to such part of the goods as has not been accepted, and to receive from Buyer full indemnity for all loss and damages which has been caused to Seller.

## 7. Warranties and liability for defects

7.1 The Seller warrants that (subject to the other provisions of these GTC) the delivered goods will in all material respects conform with the technical specifications set forth in the Seller's written order confirmation or in the written contract, as the case

may be. Material deviations from such specifications shall for the purpose of this clause 7 be referred to as "Defects".

- 7.2 The Seller is only liable for Defects which are attributable to the Seller's production. The Seller's liability shall not apply (i) to Defects which are due to material supplied by the Buyer, to designed prescribed or specified by the Buyer or specifications provided by the Buyer, which shall be the Buyer's sole responsibility, (ii) to Defects resulting from failure by the Buyer (or its employees and customers) to comply with laws, regulations or applicable standards governing the storing, installation, use or maintenance of the goods or the Seller's oral or written instructions, directions or warnings as to the storage, installation, use or maintenance of the goods or good trade practice, (iii) to Defects resulting from any damage to the goods or breakage of packaging during transportation for which the Seller is not responsible, (iv) to goods which have been misused, incorrectly installed, improperly or inadequately maintained, operated in excess of specifications, modified or repaired by someone else than the Seller or incorrectly assembled by the Buyer, or (v) to Defects resulting from normal wear and tear, wilful damage, negligence, abnormal working conditions or misuse.
- 7.3 The Buyer shall without delay upon delivery examine the goods against the delivery note and inspect the goods for visible Defects, and within seven (7) days after delivery and prior to the goods being installed give notice to the Seller of any visible Defects or deviations in quantity. Such notice shall be made in writing (or by e-mail) using the Kährs' warranty claim form. If the Defect is assumed to have arisen in transit and the goods have been signed for on a separate consignment note, the Buyer shall also notify the carrier of the Defect.
- 7.4 Further to clause 7.3, once the goods are unpacked, and under all circumstances before the goods are installed, the Buyer shall complete the inspection of the goods for visible Defects. The Buyer shall within seven (7) days after such final inspection give notice to the Seller of any visible Defects or deviations in quantity. Such notice shall be made in writing (or by e-mail) using the Kährs' warranty claim form. The Seller shall not be liable for any Defects which could or should have been discovered prior to installation, if the goods have been installed.
- 7.5 Any other Defects (i.e. other than pursuant to clauses 7.3 and 7.4) shall be notified by the Buyer to the Seller within reasonable time, but in no event later than thirty (30) days after the date when the Defect was discovered or should reasonably have been discovered or otherwise came to the knowledge of the Buyer (e.g. as a result of a complaint from another party).
- 7.6 Failure to notify the Seller of Defects or deviations in quantity within the time periods stipulated in this clause 7 shall mean that the Buyer shall be deemed to have accepted the goods and that the Seller has no liability of any form for such goods.
- 7.7 The Seller is under all circumstances only liable for Defects (whether visible or not) and any other defects or non-conformities in the delivered goods, which appear and is notified to the Seller within two years from the date of delivery.
- 7.8 Any notice pursuant to this clause 7 shall be made in writing (or by e-mail) using the Kährs' warranty claim form [published on the Seller's webpage or otherwise made available by the Seller]. Failure to use Kährs' warranty claim form shall mean that no notice is deemed to have been given.
- 7.9 Should goods delivered turn out to be Defective, for which Defect Seller is responsible and if Buyer has notified Seller within the time periods set forth in this clause 7, the sole liability of Seller and the sole remedy of Buyer, is limited to, at Seller's discretion and expense, (i) replacement delivery of the Defective goods, (ii) repair of the Defective goods, or (iii) refund of

such proportion of the purchase price received as may be reasonable having regard to the Defect in question.

- 7.10 All transportation in conjunction with replacement repair or return of the goods pursuant to clause 7.9, shall take place at the Seller's risk and expense. The Buyer shall follow the Seller's instructions concerning the transportation. The Buyer shall bear the additional costs of remedying Defects, which the Seller incurs as a result of the fact that the goods are elsewhere than at the place of delivery stated in the contract between the Parties.
- 7.11 Seller shall have no liability for any Defects, beyond what is explicitly set forth in this clause 7.

## 8. Limitation of liability and indemnity

- 8.1 Other than expressly stated in clause 7.1, no representation or warranty on the part of the Seller (express or implied) including, without limitation, any implied warranty of merchantability or fitness for a particular purpose and/or any other warranty as to the quantity, quality, kind, character or condition of any goods or services or the adequacy of any warnings concerning the possession, handling, storage, transport, action, use or other disposition of material, whether used singly or in combination with other substances, shall apply to any goods or services delivered by the Seller to the Buyer, all such warranties and representations being hereby disclaimed to the maximum extent permissible by applicable law.
- 8.2 To the maximum extent permitted by applicable law, the Seller shall in no event be liable for special, multiple, indirect, incidental, exemplary, consequential or punitive damages and losses, whether in contract, warranty, tort (including, but not limited to negligence, failure to warn or failure to test), strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the goods or services, delay or claims of customers of the Buyer or other users of the goods and services, and in no event shall the aggregate liability of the Seller for any loss or damage arising out of, connected with or resulting from the contract between the Seller and the Buyer exceed the purchase price actually paid by the Buyer to the Seller with respect to the goods in question, even if the Seller is advised in advance of the possibility of any such losses or damages.
- 8.3 Notwithstanding clause 8.2, the Seller does not exclude or restrict its liability in respect of death or personal injury caused by Seller's gross negligence or fraud, or to the extent such claims cannot be excluded or waived by applicable law.
- 8.4 The Buyer agrees to indemnify, hold harmless and defend the Seller, its directors, officers and agents from any and all liabilities, losses, damages, costs, claims or actions, causes of actions or lawsuits (including reasonable legal fees and costs), settlements, judgment amounts and expenses, arising out of the use and/or misuse of the goods or services, whether such liabilities, claims or lawsuits results from the negligent acts or omissions of the Buyer, or otherwise from the use of goods or services by the Buyer or by a third party either singly or in combination with other goods or substances.

## 9. Force majeure

- 9.1 Should any of the Parties' obligations be prevented, obstructed or delayed due to force majeure, such Party shall be relieved of all liability for the fulfilment of such obligation until the obstacle has been removed and, if it continues for more than three (3) consecutive months, the other Party shall be entitled to terminate the contract.
- 9.2 The term force majeure includes, but is not limited to, acts of God, epidemics and pandemics, labour disputes, strike, military mobilization, war, failure of the financial system, export

and import restrictions and other governmental interferences, fire, accidents, floods and other natural events, water shortage, machine damage and other unforeseen disturbances in the production, general shortage of means of transportation or traffic disturbances at railroads, harbours or other traffic institutions, or default or delayed delivery from sub-suppliers or any other circumstances of whatever nature beyond a Party's control and preventing such Party's ability to fulfil its obligations.

## 10. Assignment

- 10.1 The Buyer shall not be entitled to assign, transfer or sub-contract any of its rights, benefits or obligations under these GTC or any contract between the Parties, without the prior written consent of the Seller.
- 10.2 The Seller may assign and transfer its rights, benefits or obligations under these GTC or any contract between the Parties to another company within the Kährs Group.

## 11. Confidentiality

Any technical, commercial or other information related to the goods or services delivered hereunder, supplied or disclosed by the Seller to the Buyer or otherwise obtained by the Buyer whether prior to or after the conclusion of the contract with the Seller, shall be treated as strictly confidential by the Buyer. The confidentiality obligation shall not apply to any information, which the Buyer can show was in its possession or in the public domain at its disclosure or subsequently has come into the public domain without any default on the part of the Buyer.

## 12. Miscellaneous

- 12.1 If any provision of these GTC or the contract between the Parties (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect the other provisions of the contract which shall remain in full force and effect.
- 12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid or enforceable.
- 12.3 Any waiver by the Seller of a breach of or noncompliance with any provision of these GTC or any contract between the Parties shall not be considered as a waiver of any subsequent breach of or noncompliance with the same or any other provision of these GTC or the contract.
- 12.4 All notices under these GTC or any contract between the Parties shall be (i) in writing and addressed to the recipient at the address set out in the Seller's written order confirmation, and (ii) deemed to have been duly given when delivered, if delivered by courier during normal business hours of the recipient; or at the time of transmission if sent by e-mail provided that receipt is confirmed by the recipient.

## 13. Governing law and disputes

- 13.1 These GTC, and any other contract between the Parties referring to these GTC, shall be governed by the substantive laws of the country where Seller's principal place of business is located (cf. clause 1.2). In the event the goods or services has been sold or provided in the United States, the law of the state in which the Seller has its principal place of business shall govern the terms of the GTC (and any other contract between the Parties referring to these GTC under which the goods or services has been supplied). The UN Convention on International Sale of Goods shall not apply.

- 13.2 All disputes, controversies or claims arising out of or in connection with these GTC, and any other contract between the Parties referring to these GTC, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The number of arbitrators shall be one unless the amount in dispute exceeds the equivalent of [\*\*], in which event it shall be three. The seat of arbitration shall be Malmö, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).

- 13.3 In any action to enforce the provisions of these GTC, the prevailing Party shall be awarded, in addition to and not as part of any award of damages, all arbitration and/or court costs and any reasonable attorney and expert witness fees incurred by such Party in connection therewith, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

## 14. Privacy Notice

Kährs, and any other company within the Kährs Group, may process personal data to fulfil the contractual commitment of order and delivery of goods and services; e.g. name, address, e-mail address and phone number, and we will share this personal data with business partners such as transportation companies. We will store the personal data for as long as it is necessary to fulfil our contractual obligation, and as long as it is required by statutory retention periods. Please visit [www.kahrsgroup.com/en/privacy](http://www.kahrsgroup.com/en/privacy) to find out more about our processing of personal data.