



## STALON AB

### GENERAL CONDITIONS OF SALE

#### 1. Scope of Application

These General Conditions of Sale apply to all offers, quotations, order confirmations, orders, contracts, deliveries, and services between Stalon AB (hereinafter referred to as "Supplier") and the Purchaser, unless there is a written agreement, signed by duly authorized representatives of the Parties.

No purchase conditions or other terms of the Buyer shall be applicable. No variation, addition or deletion made to these General Conditions of Sale shall be deemed valid unless otherwise agreed in writing.

The Supplier reserves the right to modify the present General Conditions of Sale at any time.

#### 2. Definitions

- "Products": all the goods sold, marketed, produced, or distributed by Stalon AB.

- "Agreement": refers to any written contract or agreement, also verbal, between the Supplier and the Purchaser. If there is no written Agreement, the Agreement is concluded when the Purchaser's order corresponds to the Supplier's offer, or the Supplier confirms the Purchaser's order.

- "Purchaser": any client of Stalon AB who has issued an order and/or order form expressly accepted by Stalon AB.

#### 3. Prices

The Supplier reserves the right to modify the Product prices at any time and without prior notice or warning.

#### 4. Cancelling of Order by Supplier

When Exceptional circumstances justify such action, the Supplier may cancel an order previously confirmed in writing. The Supplier shall immediately advise the Purchaser of the cancellation. In this case, both parties shall come together on remedying this situation.

#### 5. Payment terms

Unless otherwise is agreed, or if specific conditions in the confirmation of order or the invoice state otherwise, payment shall be made within 30 days from the date of the invoice.

If the Purchaser fails to pay in full on the due date, the Supplier shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8 percentage points above the rate of the main refinance facility of the European Central bank.

In addition, if the Purchaser has not paid the amount due within 60 days, the Supplier shall be entitled to terminate any confirmed Agreement by notice in writing to the Purchaser.

#### 6. Ownership

The Product shall remain the exclusive property of the Supplier until paid for in full, to the extent that such retention of title is valid under the relevant law.

The Purchaser shall, at the request of the Supplier, assist him in taking any measures necessary to protect the

Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 7.

#### 7. Delivery terms

The Products shall be delivered in accordance with the INCOTERMS 2020.

If no trade terms have been specifically agreed, the delivery shall be Free Carrier (FCA) from Stalon AB's factory.

If, in case of delivery Free Carrier, the risk will pass to the Purchaser not later than when the Product is handed over to the first carrier.

The Purchaser approves through this Agreement that, the Supplier continuously book all deliveries from Stalon AB's factory unless otherwise agreed on at the time of the Purchaser's order.

#### 8. Time for delivery, Delay

If delay in delivery is caused by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a period, which is reasonable having regard to the circumstances. The time for delivery shall be extended even if the cause for delay occurs after the originally agreed time for delivery. Except as specified in Clause 14, fourth paragraph, the Supplier's right to an extension of time for delivery shall also apply when delivery is delayed due to a circumstance which constitutes Force Majeure under Clause 14.

If the Supplier fails to deliver the Product on time, the Purchaser may by notice In Writing to the Supplier fix a final reasonable time for delivery, stating the Purchaser's intention to terminate the agreement if delivery does not take place within such final time. If delivery does not take place within such final time, the Purchaser may terminate the agreement by notice In Writing to the Supplier.

#### 9. Sales of Products

Unless otherwise is agreed, the Purchaser may not sell, resell, export, transfer or otherwise dispose the Products outside of the purchaser's country of where the Products originally was delivered.

The Purchaser shall also refrain from selling the Products to customers, who are likely to resell the Products to customers outside the country. The Purchaser shall without delay forward all enquiries and orders from customers outside the country to the Supplier.

#### 10. Return of Products

Delivered Products can only be returned with the Supplier's written consent. A request for return of Products shall be made in writing from the Purchaser. Return of products that are not standard assortment by the Supplier cannot be accepted unless otherwise is stated in other agreement or in writing from the Supplier.

All returns must be sent carriage paid, unless previously agreed otherwise. In no circumstances may Products showing traces of mounting or use be returned.

Returned Products may only be credited by the Supplier after acceptance in the company's establishments if they have been the subject of prior acceptance by the Supplier and are in perfect condition in its original packaging.

Administration costs of a total of 20% of the invoiced net



price of the Products shall be deducted by the Supplier from the total refunds to the Purchaser.

#### **11. Liability for defects**

The Supplier undertakes to replace a Product which is defective due to faulty design, materials, or workmanship.

The Supplier's liability is limited to defects, which appear within two years after the date of delivery of the Product.

The Purchaser shall, after the appearance of any defect, without undue delay notify the Supplier in Writing. If the Purchaser fails to do so, he shall forfeit his right to have the Product replaced as specified in the first paragraph of this Clause.

The Supplier shall have no liability for defects in the Product or failure to deliver a product in replacement, except as specified in the first- and second paragraph of this Clause. This applies to any loss that may be caused by the defect or the failure to deliver a product in replacement, such as loss of production, loss of profit and other indirect loss.

#### **12. Allocation of liability for damages caused by the Products**

The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst in the possession of the Purchaser. Nor shall the Supplier be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part.

If the Supplier incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Supplier harmless.

If a claim for damage as described in this Clause is lodged by a third party against one of the parties, the latter party shall forthwith inform the other party thereof In Writing.

The Supplier and the Purchaser shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Product. The liability between the Supplier and the Purchaser shall however be settled in accordance with Clause 16.

#### **13. Trademark and other Intellectual Property Rights**

The Purchaser may not remove, conceal, or change the Supplier's marking of the Products, the packaging of the Products, or marketing material.

The trademarks and other signs under which the Product is to be marketed are and shall continue to be the sole property of the Supplier. All rights based on establishment by use of the licensed trademarks and other signs that may result from the Purchaser's activities shall without any restriction rest with the Supplier. The Purchaser shall not acquire any property rights whatsoever in the Supplier's trademarks.

#### **14. Force Majeure**

Either party shall be entitled to suspend performance of his obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military

mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorists acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause.

A circumstance referred to in this Clause whether occurring prior to or after the formation of the Agreement shall give a right to suspension only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.

The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the intervention and on the cessation of such circumstance. If a party fails to give such notice, the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

If Force Majeure causes a delay in the performance by either party, which is of substantial importance to the other party, the latter may forthwith terminate the Agreement by notice In Writing.

Notwithstanding other provisions of these general conditions, either party may terminate the Agreement by notice In Writing to the other party if performance of the Agreement is delayed more than three months due to a Force Majeure as defined in the first- and second paragraph of this Clause.

#### **15. Consequential Losses**

Save as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

#### **16. Disputes and Applicable law**

This Agreement shall be construed in accordance with and be governed by the laws of Sweden without regard to its conflict of laws principles.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Simplified proceedings shall prevail. As long as the amount in dispute does not exceed two million (2 000 000) SEK, the Arbitral Tribunal shall be composed of a sole arbitrator. If the amount in dispute exceeds two million (2 000 000) SEK, the Arbitral Tribunal shall be composed of three (3) arbitrators.

The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.