

## Terms and conditions of sale Jirotex AB

### 1. Applicability

1.1 These terms and conditions of sale are applied by Jirotex AB (the "Seller") to all sales. Deviations from the Seller's terms and conditions must be expressly accepted in writing to be valid. When the expression "in writing" or "written" is used in these terms and conditions, it also refers to e-mail.

### 2. Technical documents and technical information

2.1 All drawings and other technical documents relating to the goods or their manufacture submitted by one party to the other before or after the conclusion of the contract shall remain the property of the submitting party.

2.2 Any drawings, other technical documents or technical information received shall not, without the consent of the other party, be used for any purpose other than that for which they were supplied. They may not, without the consent of the other party, be copied, reproduced, disclosed to third parties or otherwise brought to their knowledge.

### 3. Buyer's materials

3.1 The buyer is responsible for ensuring that the material purchased fulfils the specifications agreed between the parties.

3.2 If the buyer's materials do not meet the specifications, the Seller shall be entitled not to perform or to suspend the service and to charge the buyer for the costs incurred as a result.

3.3 If the material can be used for the agreed service only after processing by the Seller, a surcharge corresponding to the Seller's cost price + 15% will be charged.

3.4 The buyer is responsible for ensuring that the buyer's materials are insured with the Seller.

### 4. Product quality

4.1 The Seller is only responsible for the requirements expressly stated in the contract. In the absence of agreed product requirements, the Seller is responsible for applying a normally diligent work process.

4.2 The buyer is responsible for the material and the function of the end product in the buyer's operations, even in cases where the Seller has participated in the development work and product manufacture.

4.3 When inspecting the goods, the Seller applies manual/visual inspection where most faults and defects are labelled. The buyer accepts that this method means that some faults and defects are not labelled. Only one of the sides of the material is inspected by the Seller.

4.4 Inspection of the material shall be agreed separately. If inspection has not been agreed, faults and defects as above will occur in the delivered material without any marking and without reduction of the chargeable quantity.

### 4.5 Special provisions on lamination

4.5.1 In addition to the above, the following applies to lamination.

4.5.2 The Seller is responsible for adequate adhesion between the layers laminated by the Seller based on the knowledge available to the Seller.

4.5.3 The goods are manufactured by a continuous lamination process. This method involves certain defects which cannot be avoided in normal, cost-effective production. The defects, which do not constitute faults in the sense that they can be complained about with fault liability for the Seller, are as follows.

a) Flame lamination stops mean that there is no adhesion on a transverse area between the materials with a propagation length of about 0,5 m per lamination layer.

b) Raw edges means that a few centimetres at each longitudinal edge have no adhesion and that the adhesion increases, gradually over a few centimetres, towards the centre of the laminate.

(c) Lamination splices means that a splice occurs from the lamination when a roll of material is used up and spliced with a new roll.

d) Material defects in the form of splicing seams in textiles, glue joints in foam plastic and overlap joints in foil.

### 5. Notice of defect

5.1 Received goods shall be inspected by the buyer upon receipt. Visible defects must be notified within one month of delivery.

5.2 Defects which were not visible on receipt but which the buyer should have noticed when the goods were put into use must be notified within one month of that date.

5.3 Notwithstanding the above, notice of defect must always be made within six months of delivery.

5.4 Complaints must be in writing.

5.5 If the buyer has not made a complaint in accordance with the above, the buyer loses his right to make a claim based on a fault or defect in the goods.

## 6. Liability for defects

**6.1** The buyer is entitled to a price reduction due to defects that have been notified as above.

**6.2** The price reduction shall be proportionate to the extent and significance of the defect and shall amount to a maximum of 100 % of the agreed price (excluding materials supplied by the buyer).

**6.3** The buyer's right to compensation for defects is limited to the price deduction as above. No other penalties can be claimed against the Seller on account of defects.

## 7. Delivery and delivery time

**7.1** If a delivery clause has been agreed, it shall be interpreted in accordance with the INCOTERMS in force at the time of conclusion of the contract.

**7.2** If no delivery clause has been specifically agreed, delivery shall be made in accordance with INCOTERMS "Ex Works".

## 8. Delay

### 8.1 Buyer's delay

**8.1.1** The agreed delivery time is subject to the condition that the materials to be supplied by the buyer are available for the Seller in the quantities and at the times specified by the Seller.

**8.1.2** In the event of a delay by the buyer which is not notified in time to enable the Seller to reschedule its operations, the Seller shall be entitled to charge downtime costs corresponding to the Seller's cost price + 15 %.

### 8.2 Seller's delay

**8.2.1** If the Seller fails to deliver on time due to circumstances within the Seller's control, the buyer is entitled to liquidated damages.

**8.2.2** The penalty shall be 1.5 % of the agreed price (excluding materials supplied by the buyer) for each full week of delay. If the delay is less than a full week, no penalty shall be payable. If only part of the goods is delayed, the liquidated damages shall be calculated on the part of the price relating to that part of the goods.

**8.2.3** Liquidated damages may not be paid for more than ten weeks.

**8.2.4** The buyer loses his right to liquidated damages if he has not made a written claim for them within one month after delivery should have taken place.

**8.2.5** If the buyer is entitled to the maximum liquidated damages and the goods have not yet been delivered, the buyer may demand delivery in writing within a final reasonable period, which may not be less than one week.

**8.2.6** If the Seller fails to deliver within the time limit, and this is not due to any circumstance for which the buyer is responsible, the buyer may by written notice to the Seller cancel the contract in respect of that part of the goods which has not been delivered.

**8.2.7** The buyer's right to compensation for delay is limited to liquidated damages and cancellation in respect of undelivered goods as above. No other penalties can be claimed against the Seller.

## 9. Limitations of liability

**9.1** The limitation of the Seller's liability for defects and delays is stated above.

**9.2** In the event that the Seller has been grossly negligent, the Seller's liability shall instead be limited to the lower of 300 % of the agreed price (excluding materials provided by the buyer) and seven price base amounts. In no event shall the Seller's liability exceed the lower of these two amounts.

## 10. Force Majeure

**10.1** The Seller shall not be liable for damage caused by an order of law, governmental action, act of war, strike, blockade, boycott, lockout, non-delivery by a subcontractor or other similar circumstance. The reservation regarding strikes, blockades, boycotts and lockouts shall also apply if the Seller itself is subject to or takes such industrial action.

## 11. Payment

**11.1** In the event of late payment, penalty interest and fees will be charged according to law.

**11.2** If the buyer fails to pay on time, the Seller may also, after having notified the buyer in writing, immediately suspend its fulfilment of the contract until payment is made.

## 12. Disputes

**12.1** Any dispute arising out of or in connection with this contract shall be finally settled by arbitration before the SCC Arbitration Institute (SCC).

**12.2** The SCC Rules for Expedited Arbitration shall apply if the value in dispute is less than SEK 1 million. If the value in dispute is SEK 1 million or more, the SCC Arbitration Rules shall apply instead.

**12.3** The arbitral tribunal shall consist of one arbitrator if the value in dispute is less than SEK 10 million. If the value in dispute is SEK 10 million or more, the arbitral tribunal shall consist of three arbitrators. The amount in dispute includes the claimant's claim in the Notice of Arbitration and any counterclaims made in the Answer to the Notice of Arbitration.

**12.4** The seat of arbitration shall be Gothenburg. The language of the proceedings shall be Swedish and Swedish law shall apply to the dispute.

**12.5** Notwithstanding the above, the Seller shall be entitled to bring an action in respect of a claim which has fallen due by applying for an order for payment from the Swedish Enforcement Authority or by applying for a summons to appear in a general court.