

# GENERAL TERMS AND CONDITIONS OF SALE

Valid from 01/01/2020

## 1. APPLICABILITY

- 1.1. All sales from Joh Friedrich Behrens Sverige AB "BeA" shall take place in accordance with these General Terms and Conditions of Sale ("Terms and Conditions").
- 1.2. If the parties have agreed in writing about Terms and Conditions that deviate from these General Terms and Conditions, then the parties' specific agreement shall apply for these parties. To be valid, such agreements relating to any amended terms and conditions must be made in writing and must be accepted by both parties. Any notes or text on the Customer's order or on other similar documents shall not alter the Terms and Conditions unless the Supplier has expressly confirmed, and also in writing, that the Terms and Conditions are amended and in what way they have been amended.
- 1.3. In these General Terms and Conditions, the company that constitutes the selling company is called "The Supplier" and the buying company "The Customer".
- 1.4. In these Terms and Conditions, products are understood as being all products, and where appropriate, services the Supplier sells to the Customer.

## 2. DATA

- 2.1. The data provided in catalogues, prospectuses, marketing materials, etc., is only indicative data. Technical data is also supplied with reservation for design changes, and with reservations for different variations in measurement methods, etc. If any specific information is important to the Customer's design or use of the Product, then the Customer is encouraged to check the information and also its accuracy in relation to the Customer's use of the Product.
- 2.2. All instructions, advice or other indications the Supplier gives to the Customer shall only constitute general advice and shall not constitute any guarantees or other similar commitments. The Customer is responsible for, at their own risk, choosing which Products the Customer buys and also for how the Products are used.
- 2.3. The Supplier shall retain exclusive rights to all intellectual property rights related to the Products.

## 3. PRICES AND PAYMENT

- 3.1. Unless otherwise agreed, the sale shall occur at the Supplier's current price list at the time of delivery. The Supplier shall always reserve the right to adjust applicable prices with respect to any differences in exchange rate or changes in the price of raw materials. All prices apply exclusive of VAT and other official charges.
- 3.2. Payment shall be made within thirty (30) days from the invoice date, unless otherwise agreed in writing.
- 3.3. If the Customer does not settle their invoice promptly, then the Supplier has the right to interest for late payment from the date the invoice becomes past due, at the applicable interest rate, and in accordance with the Interest Act in

the Supplier's country. Furthermore, the Supplier also has the right to charge a late fee in accordance with what is stipulated in the respective country's legislation.

- 3.4. The Supplier has the right to terminate the agreement if the invoice is not settled promptly. In this case, the Supplier has the right to compensation for all damages incurred by the Supplier.

#### **4. ORDER TYPES, ETC.**

- 4.1. Orders can be placed round the clock. Orders will be processed during the opening hours for the Supplier's Customer Service Department, see the Supplier's website for relevant opening hours. For sales in countries other than Sweden, there may be deviations from what is specified above. For information regarding this, please contact the Supplier's Customer Service Department.

- 4.2. **Backorders**

- 4.2.1. If the products ordered are currently, then a backorder will be created for the outstanding quantity. Backorders will normally be delivered as soon as products have arrived together with the regular weekly order, unless otherwise requested by the Customer.

- 4.3. **Replacement product**

- 4.3.1. If the ordered product has been replaced by another essentially equivalent product, then the Supplier reserves the right to deliver the replacement product.

- 4.4. **Delays**

- 4.4.1. If the parties have expressly agreed on a specific delivery date, then delivery shall take place no later than on that date, otherwise this shall be regarded as a delay. If the delivery is delayed, then the Customer reserves the right to compensation amounting to 1% of the value of the delayed products, per week delayed, however at a maximum of 10% of the value of the delayed products. In order for the Customer to be entitled to a delay penalty, the Customer must notify the Supplier in writing that the Customer requests a delay penalty, and no later than 30 days from the agreed delivery date. For maximum penalties, the Customer also reserves the right to cancel the order in addition to the penalty.

#### **5. PRODUCTS EXCEPT FOR ORDINARY STOCK**

- 5.1. If the Supplier also offers products other than what is contained in the ordinary stock, then these products will be delivered once the product is available for delivery from the Supplier. Fees associated with such deliveries will be specified in the freight tariff. Penalties under point 4.6 do not apply to Products that are not ordinary stock.

#### **6. TERMS OF DELIVERY**

- 6.1. The terms of delivery shall be in accordance with the written agreement, and Ex Works shall be used as a basis unless otherwise agreed.

#### **7. FREIGHT TARIFF**

- 7.1. Prices for freight and, if applicable, other fees, shall be specified separately. Freight costs and agreements shall be received from the Supplier's Customer Service Department.

## **8. RETURNS AND CLAIMS IN GENERAL**

### **8.1. Differences between returns and claims**

- 8.1.1. Return means the Customer returns a product ordered by the Customer without the product being faulty and without the product having any other deviation in relation to the order.
- 8.1.2. Claim means the Customer files a claim for the product either because there is something wrong with the product, or the product does not correspond with the order.

### **8.2. Returns**

- 8.2.1. Terms and conditions for returns are specified in Point 9.2 of this document.
- 8.2.2. All returns must be pre-agreed with the Supplier before the goods are returned. When returning an item, one prerequisite for compensation is that the Supplier's routines are followed in the correct manner. In other cases, the Supplier shall return the goods to the Customer and debit the freight cost or dispose of the returned goods without credit.
- 8.2.3. Routines and procedures shall take place in accordance with what is specified in the written agreement, or in accordance with what is verbally agreed.
- 8.2.4. The Customer must fill in a return report that is provided by the Supplier's Customer Service Department.
- 8.2.5. The return report, both filled in and approved by the Supplier, must always accompany the return.
- 8.2.6. The Customer is always responsible for paying the freight cost.
- 8.2.7. The Supplier reserves the right to, based on commercial grounds, freely decide whether the product return will be approved or not.
- 8.2.8. The following conditions must always be fulfilled for the return to be approved:
  - The product must be undamaged, unmarked, and in the same condition as when it was sold.
  - The package must be undamaged, unmarked, and in its original condition, i.e. free of price-labelling, markings, labels, tape, etc.
  - Returns will not be accepted for chemtech products, foodstuffs, temperature sensitive products or other products that are dated or otherwise have limited lifespans.
  - The product must be stocked by the Supplier at the time it is returned.
  - A maximum of six months may have passed from when the Supplier delivered the Product to the Customer.
  - Products on special offer and seasonal items may not be returned.
- 8.2.9. A 25% restocking fee will be charged on approved returns.
- 8.2.10. If the value of a return row is less than SEK 300 (or equivalent amount in applicable currency), then it will not be credited.
- 8.2.11. Cancellation of orders placed, but not yet shipped, is equivalent with a return as per the above, and will be adjusted in accordance with the same terms and conditions.
- 8.2.12. Cancellation of services may only be done after approval is received by the Supplier. In other cases, the booking is binding and full liability for payment shall apply.

### **8.3. Claims related to defects**

- 8.3.1. The terms and conditions for claims related to defects are stipulated in this point 9.3.
- 8.3.2. The customer must be able to show a basis for the claim.
- 8.3.3. A practical process for the claim shall occur so that the Customer must prearrange the claim with the Supplier before the goods are returned. Furthermore, the Customer must follow the course of action prescribed by the Supplier.
- 8.3.4. The customer must fill in a claims report which can be obtained from the Supplier's Customer Service Department.
- 8.3.5. The claim report must be filled in correctly and must accompany the goods. Claims that do not meet the criteria specified above will be returned to the Customer without credit, with the freight cost debited, or alternatively the goods will be discarded. The same shall apply if the Customer has not prearranged the claim with the Supplier.
- 8.3.6. The Supplier will cover the freight cost for approved claims.
- 8.3.7. The Supplier reserves the right to conduct their own assessment to determine whether the product shall be exchanged for a replacement product or repaired. The Supplier shall assume full liability with respect to a claim. I.e. no remuneration will be paid for damages or the like.

### **8.4. Damage during transit or delivery discrepancies**

- 8.4.1. Goods, packaging and pallets must be inspected upon receipt. If damage or discrepancies are detected, then the Customer must note this to the freight carrier on the delivery confirmation. The damage/deviation must then be reported to the Supplier's logistics support department within seven days from the date the delivery was confirmed.
- 8.4.2. For approved damage or deviations the Supplier must either deliver replacement products, repair the Product, or credit the price of the Product as he so deems fit.
- 8.4.3. If the Customer requests the matter to be handled before the Supplier has been able to determine whether the damage or deviation is approved, then the Customer can order a replacement product or repair. The Customer will then be debited for these, but will be credited if the return is then approved.

### **8.5. Mispicks**

- 8.5.1. If the delivery contains the wrong Products or the wrong number of Products, then it is the Customer's responsibility to file a complaint about this as per the Supplier's instructions.

## **9. DEFECTIVE PRODUCTS/WARRANTY CLAIMS**

- 9.1. The Supplier shall not be liable for errors caused by circumstances that have arisen after delivery has taken place. The Supplier is not liable for errors that are due to materials or designs provided to the Customer. The Supplier shall also be free from liability for errors due to the Product not conforming with such details about the Product's qualities or use that are provided by persons other than the Supplier, such as e.g. by manufacturers. Furthermore, the Supplier's liability shall only include errors that have arisen during normal use. The Supplier shall not be liable, in any case, for errors caused by failure to maintain the product, incorrect assembly, changes to, or repairs carried out by anyone other than the Supplier.

- 9.2. Unless the Supplier has expressly stated otherwise, the Supplier's liability shall include defects appearing during a period of one (1) year from delivery. The liability shall not apply to expendable parts with a normal shelf life of less than one (1) year. In those cases where date marking has taken place, the liability shall only apply during the shelf life indicated.
- 9.3. The Supplier undertakes to, according to his own discretion, during the warranty period, and without compensation, either deliver new Products as compensation for faulty products, or to remedy defects. Defects can either be remedied on the Supplier premises, or on the Customer's premises, at the Supplier's discretion. For replacement products that the Supplier has supplied to the Customer, the guarantee appearing in 10.2 shall apply counted from the delivery of the original Product. Any destruction costs or costs for access and restoration, or similar, shall be paid for by the Customer.
- 9.4. The Customer may not cite errors in Products if the Customer does not furnish the Supplier with written notice about the error within ten days from when the error was detected or should have been detected.
- 9.5. Instead of rectifying the error/defect or redelivery of the product, the Supplier may refund the sales price. The customer must then return the Products if so requested by the Supplier.
- 9.6. The Supplier shall be regarded as having adequately fulfilled their obligations with respect to the error/defect, if the repaired or replaced part or Product is delivered to the Customer or if the purchase price is refunded. The Customer does not have the right to any compensation from the Supplier beyond what is stated above. If any dismantling and fitting involves interference in other than the Products, then the Customer will be responsible for the labour and costs incurred as a result of this.
- 9.7. The process surrounding error acknowledgement shall take place in a similar manner as for claims under point 9.3 above.

## **10. REPAIRS AND MAINTENANCE**

- 10.1. In certain cases, the Supplier offers repairs and maintenance of the products sold by the Supplier. Customers who would like these repairs or maintenance are encouraged to contact the Supplier's Customer Service Department.

## **11. LIABILITY FOR PERSONAL INJURY AND DAMAGE TO PROPERTY, ETC. IN GENERAL**

- 11.1. The Supplier shall not be liable for property damage the Products cause on moveable or immovable assets if the damage occurs when the Products are in the Customer's possession, or on goods produced by the Customer, or for damage to moveable or immovable assets that these goods cause in relation to the Products.
- 11.2. The Supplier's liability for damages caused by the Products on persons moveable or immovable assets belonging to the Customer or a third party, or that in some other manner arise during transactions between the parties, then the shall in no case cover loss of production, loss of profit, or other indirect losses. See Point 16 regarding financial limitation of liability.
- 11.3. If a third party presents the Supplier or the Customer with a claim for damages or losses, then the other party shall be notified of this at the earliest opportunity and shall also be informed of this in no later than ten days. If this does not occur, then the party does not reserve the right to approach the other

party and demand any potential liability with respect to third party claims in accordance with law or these Terms and Conditions. The Customer also does not reserve the right to demand liability from the Supplier for claims from third parties if the Customer has reached a settlement or other agreement with third parties without first obtaining written consent from the Supplier.

- 1 1.4. The provisions under this point above and in other relevant parts of these Terms and Conditions shall also apply to product liability to the extent this is legally possible.

## **12. TRADEMARKS**

- 1 2.1. For Customers who distribute Products further, the product Trademarks and product names shall be used when marketing the Products in the scope and in a manner that is specified by the Supplier at any time. The obligation and the right to use of these Trademarks is limited to the right to sell the Products the Customer has received and will immediately cease upon cessation of the distribution rights. The Customer does not acquire any independent right to the Trademarks through these Terms and Conditions.

## **13. PRODUCT INFORMATION, ETC.**

- 1 3.1. The Supplier may furnish different types of products and price information from time to time.
- 1 3.2. All information furnished by the Supplier shall be treated as confidential and may not be used for anything other than sales, and, if appropriate, resale of the Supplier's products or disclosure to third parties.
- 1 3.3. Product information sheets, safety data sheets, and in certain cases, other product information can be obtained from the Supplier's Customer Service department and furnished digitally.

## **14. CHANGING OF PRODUCTS**

- 1 4.1. The Customer may not interfere with the Products, such as reverse engineering, dismantling or similar.
- 1 4.2. The Customer may neither remove, nor change any trademark, product name, sign, or other marking with respect to the Products or Product packaging.

## **15. LIMITATION OF LIABILITY, ETC.**

- 1 5.1. The Supplier's liability for damages, regardless of whether the damage occurs through delay, error, damage caused by the product, or in any other way whatsoever, is limited to ten price base amounts per event of loss and year. If a lower limitation of liability is stated in a certain point, then this shall have preference. However, what is stated in this Point 16 constitutes a ceiling of a maximum amount.

## **16. GROUNDS FOR EXEMPTION**

- 1 6.1. Circumstances that prevent or significantly impede fulfilment of any of the Parties' obligations under the agreement, and the neither party had control over, such as, but not limited to, lightning strikes, terrorism, fire, earthquake, flooding, war, large scale military mobilisation or military draft, public insurrection or riots, siege, cyber-attack, currency restriction, decision by the authorities, limitation in matters of fuel, general scarcity of transport, goods or

power or strike, blockade, lockout, or other labour conflict, regardless of whether the contracting party is party to the conflict or not, and for errors or other delays to deliveries from sub-suppliers due to circumstances mentioned above, shall constitute grounds for exemption that provide the right to a requisite time extension and non-application of penalties. The Party must notify the other Party of said grounds for exemption without undue delay after they have realised, or should have realised, that the grounds for exemption exist.

- 16.2. If performance of the contract is prevented for a period longer than six (6) months due to circumstances specified in Point 17.1, then the parties shall each have the right to terminate the contract without liability for compensation.

## **17. PERSONAL DATA**

- 17.1. The Supplier is responsible for handling the personal data the Customer has provided to the Supplier in registering as a business customer and/or shopping online or by telephone/fax/letter. By doing any of these, the Customer also approves for the Supplier to store and use this data to be able to fulfil their commitments and to give the Customer the best possible service and to send relevant mail marketing correspondence, etc. to the Customer.
- 17.2. The type of personal data the Supplier handles about the Customer is typically the name and contact details for the person at the Customer who is authorised to act on behalf of the Supplier and similar data is required to fulfil the parties' agreement.
- 17.3. If the Customer wishes to have right of access to information the Supplier processes about the Customer or wants other personal data or to be removed from our registry, then the Customer should contact the Supplier's Customer Service Department, whereby the Supplier will assist the Customer with the desired measure. This right also applies to individual persons at the Customer.
- 17.4. The personal data is otherwise processed in accordance with the Supplier's Integrity Policy, which is available on the Supplier's website.

## **18. APPLICABLE LAW AND DISPUTES**

- 18.1. The substantive law in the country where the Supplier has its registered office shall apply for all dealings between the parties.
- 18.2. All disputes arising out of these Terms and Conditions will be resolved by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. If the dispute does not exceed a value of SEK one million, then the Arbitration Institute of the Stockholm Chamber of Commerce rules for simplified arbitration proceedings shall be applied and the arbitration panel shall comprise one arbitrator. If the dispute exceeds a value of SEK one million, then the Arbitration Institute of the Stockholm Chamber of Commerce rules for arbitration proceedings shall be applied and the arbitration panel shall comprise three arbitrators.
- 18.3. All data in such an arbitration process shall be subject to confidentiality.
- 18.4. Notwithstanding what is set out above, the Supplier also has the right to, for definite fixed claims with respect to the Customer, apply for an order for payment from the Swedish Enforcement Agency, or to bring proceedings before the court.