

GENERAL SALES CONDITIONS

CAR-O-LINER GROUP AB

Gothenburg, [October 2023]

PREAMBLE

1. These general sales conditions (the “**General Conditions**”) shall apply when the parties agree thereto, In Writing or otherwise. Any modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings hereunder assigned to them:
 - “**Carrier**”: the actor which conveys the Product from the Supplier to the Purchaser.
 - “**Contract**”: the agreement In Writing between the parties concerning supply of the Product and all appendices, including these General Conditions agreed amendments and additions In Writing to the said documents;
 - “**Defects**”: defect(s) or non-conformity resulting from faulty design, materials or workmanship in relation to written standards/specifications for the Products as provided by the Supplier;
 - “**Gross Negligence**”: an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission;
 - “**In Writing**”: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;
 - “**Product**”: the object(s) to be supplied under the Contract, including documentation;
 - “**Purchaser**”: the company purchasing the Products as further specified in the Contract;
 - “**Supplier**”: means CAR-O-LINER GROUP AB or any of its affiliates, as further specified in the Contract;
 - “**Software**”: any and all software included in the Product, which consists of software to which the Supplier holds all rights (“**Supplier Software**”) as well as sublicensed software which the Supplier has licensed from a third party;
 - “**Time for Delivery**”: the time for delivery confirmed by the Carrier after the Supplier has accepted in writing Purchaser’s order and provided an estimated time of delivery of the Product to the Carrier.

PRODUCT INFORMATION

3. All information and data contained in general product documentation and price lists shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

DRAWINGS AND TECHNICAL INFORMATION

4. All drawings and technical documents relating to the Product

or its manufacture submitted by one party to the other, prior or subsequent to the formation of the Contract, shall remain the property of the submitting party.

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. The Supplier shall, not later than at the date of delivery of the Product, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied in the number of copies agreed upon, at least one copy of each. The Supplier shall not be obliged to provide any documentation relating to the manufacturing of the Product or spare parts.

SOFTWARE

6. Unless otherwise agreed, the Purchaser is granted a non-exclusive, perpetual (however for at least fifty (50) years) right to freely use the Supplier Software upon the use of the Product. The Purchaser may assign this right to use the Supplier Software to a future purchaser of the Product. Unless otherwise agreed, all rights in the Supplier Software remains with the Supplier even if it has been developed for the Purchaser. The Purchaser may adapt the Supplier Software as long as the adaptations are in line with the general purpose of the Product.

With regard to any and all limitations set out between the rightsholder and the Supplier, the Purchaser has a non-exclusive, perpetual (however for at least fifty (50) years) right to use the sublicensed software upon the use of the Product. The Purchaser may assign this right to use the sublicensed software to a future purchaser of the Product. The Purchaser may not adapt the sublicensed software unless otherwise agreed. For the avoidance of doubt, any limitations in relation to the sublicensed software shall always prevail in the event of contradictions to this Contract.

Unless otherwise agreed, the Supplier does not have any obligation to provide the Purchaser with the source code to, or updated versions of, the Software.

ACCEPTANCE TESTS [WHEN APPLICABLE]

7. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

8. The Supplier shall notify the Purchaser In Writing of the acceptance tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.
9. If the acceptance tests show the Product not to be in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request unless the deficiency was insignificant.
10. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all costs for its representatives, including any travelling and living expenses, in connection with such tests.

DELIVERY. PASSING OF RISK

11. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.
 - If no trade term has been specifically agreed, the delivery shall be ExWorks at the place named by the Supplier.
 - If, in the case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to its destination, the risk will pass not later than when the Product is handed over to the first Carrier.
 - Partial delivery shall not be permitted, unless otherwise agreed.

TIME FOR DELIVERY. DELAY

12. If, instead of a fixed date for delivery, the parties have agreed on a period of time within which delivery shall take place, such period shall, unless otherwise agreed by the Parties In Writing, start to run at the formation of the Contract.
13. If the Supplier anticipates that he will not be able to deliver the Product to the Carrier in due time for the Time for Delivery, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery to the Carrier can be expected.
 - If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which could have been avoided had such notice been received. If the Supplier gives notice in accordance with the preceding paragraph, the Purchaser is not entitled to such compensation.
14. The Time for Delivery shall be extended by a period which, having regard to the circumstances, is reasonable if the delay in delivery is caused by one of the following reasons:
 - an act or omission on the part of the Purchaser, or suspension by the Supplier under Clause 23, second paragraph, or
 - any other circumstance for which the Purchaser is responsible, or
 - a circumstance which under Clause 44 constitutes ground for relief.

The Time for Delivery shall be extended even if the reason for delay occurs after the originally agreed Time for Delivery

15. If the Product is not delivered at the Time for Delivery for reasons attributable to Supplier, the Purchaser shall be entitled to liquidated damages from the date on which delivery

should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the purchase price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages shall become due at the Purchaser's demand In Writing but not before delivery has been completed or the Contract is terminated under Clause 16.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim In Writing for such damages within six months after the time when delivery should have taken place.

16. If the delay in delivery is such that the Purchaser is entitled to maximum liquidated damages under Clause 15 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstances which are attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure to deliver be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay. The total compensation, including the liquidated damages which are payable under Clause 15, shall not exceed 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which, under Clause 15, would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause 16.

17. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.
18. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the Time for Delivery, he shall forthwith notify the Supplier In Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery.
 - If the Purchaser fails to accept delivery at the Time for Delivery, he shall nevertheless pay any part of the purchase price which becomes due at the Time for Delivery, as if delivery had taken place at the Time for Delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.
19. Unless the Purchaser's failure to accept delivery is due to any

such circumstance as mentioned in Clause 44, the Supplier may by notice In Writing require the Purchaser to accept delivery within a final reasonable period.

If, for any reason which is not attributable to the Supplier, the Purchaser fails to accept delivery within such period, the Supplier may by notice In Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default. The compensation shall not exceed that part of the purchase price which is attributable to that part of the Product in respect of which the Contract is terminated.

INSTALLATION [WHEN APPLICABLE]

20. See separate document.

PAYMENT

21. Unless otherwise agreed, payment shall be made within 30 days after the date of invoice.

22. Whatever the means of payment used, payment shall not be deemed to have been effected before the account has been irrevocably credited for the amount due.

23. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage points above the rate of the main refinancing facility of the European Central Bank. The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment and in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser In Writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

If the Purchaser has not paid the amount due within two months the Supplier shall be entitled to terminate the Contract by notice In Writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this Clause, to claim compensation for the loss he incurs. Such compensation shall not exceed the agreed purchase price.

RETENTION OF TITLE

24. The Product shall remain the 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 assist the Supplier 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 11.

LIABILITY FOR DEFECTS

25. Pursuant to the provisions of Clauses 26-41, the Supplier shall remedy only Defects as defined in this Contract. The Supplier doesn't provide any warranty in relation to Products other than those stated in the written standards/specifications given by the Supplier.

26. The Supplier shall not be liable for Defects arising out of

materials provided or a design stipulated or specified by the Purchaser.

27. The Supplier shall only be liable for Defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.

28. The Supplier shall not be liable for Defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Purchaser or to alterations carried out without the Supplier's consent In Writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.

29. The Supplier's liability shall be limited to Defects, which appear within a period of one year from delivery, unless a longer period is agreed. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.

30. When a Defect in a part of the Product has been remedied by the Supplier in accordance with Clause 32 the Supplier shall be liable for Defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause 29 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

31. The Purchaser shall without undue delay notify the Supplier In Writing of any Defect which appears. Such notice shall under no circumstances be given later than two (2) weeks after the expiry of the period given in Clause 29 or the extended period(s) under Clause 30, where applicable. The notice shall contain a description of the Defect.

If the Purchaser fails to notify the Supplier In Writing of a Defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the Defect remedied.

Where the Defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of the Supplier.

32. On receipt of the notice under Clause 31 the Supplier shall at his own cost remedy the Defects without undue delay, as stipulated in Clauses 25-41. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Repair shall be carried out at the place where the Product is located unless the Supplier deems it more appropriate that the Product is sent to him or a destination specified by him.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part does not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

33. The Purchaser shall at his own expense provide access to the

Product (during normal business hours and with due prior notice in Writing from the Supplier) and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the Defect.

34. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of Defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.
35. Unless otherwise agreed, the Purchaser shall bear any additional costs, which the Supplier incurs when remedying the Defects, caused by the Product being located in a place other than the destination for the delivery as stated at the formation of the Contract or - if no destination has been stated - the place of delivery.
36. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.
37. If the Purchaser has given such notice as mentioned in Clause 31 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the work and costs which the Supplier incurs as a result of the notice.
38. If the Supplier does not fulfil his obligations under Clause 32, the Purchaser may by notice In Writing fix a final reasonable period for completion of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may employ a third party licensed/authorized by the Supplier to undertake necessary repair work at the risk and expense of the Supplier. Prior to undertaking any such repair the Purchaser shall submit in Writing a quote for the repair for the Supplier's approval, such approval should not be unreasonably withheld.
39. Where the Product has not been successfully repaired, either by the Supplier or by a third party as stipulated under Clause 38,
 - a) the Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the purchase price, or
 - b) where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it, the Purchaser may terminate the Contract by notice In Writing to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for his loss, costs and damages up to a maximum of 15 per cent of that part of the purchase price which is attributable to the part of the Product in respect of which the Contract is terminated.
40. Notwithstanding the provisions of Clauses 25-39 the Supplier shall not be liable for defects in any part of the Product for more than one year, from delivery or from the end of any other liability period agreed upon by the parties.
41. Save as stipulated in Clauses 25-41, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other

indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of Gross Negligence.

ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

42. To the extent permissible under mandatory laws, the Supplier shall not be liable for any damage to any property caused by the Product after it has been delivered and whilst it is 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 other party shall be informed 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 always be settled in accordance with Clause 49.

The limitation of the Supplier's liability in the first paragraph of this Clause shall not apply where the Supplier has been guilty of Gross Negligence.

CONFIDENTIALITY

43. For the purpose of this Clause 43, "**Confidential Information**" shall mean any and all information concerning the parties and their respective businesses, whether commercial, economical or technical, in whatever form or media, provided by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), prior to or after the execution of this Contract.

The Receiving Party shall not disclose Confidential Information to any third party or use Confidential Information for any purpose other than as explicitly authorized by this Contract. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to employees, consultants, subcontractors and other third parties to the extent it is needed in order to carry out such party's business, provided that such third parties are bound by confidentiality obligations at least as restrictive as those set forth herein. The Receiving Party agrees that it shall treat all Confidential Information with the same degree of care as it accords to its own Confidential Information, which in no event shall be less than reasonable care.

Notwithstanding the foregoing, the Receiving Party's obligations in this Clause 43 will not apply to Confidential Information if such Party can reasonably demonstrate that:

 - a) the Confidential Information is already in the public domain through no fault of the Receiving Party;
 - b) it is required to disclose the Confidential Information by law or legal process (provided that the Disclosing Party has been given a reasonable opportunity to challenge the requirement to disclose the information);

- c) the Confidential Information was developed independently by the Receiving Party through no use of, or reference to, any of the Disclosing Party's Confidential Information, or was in the Receiving Party's possession prior to its initial disclosure by the Disclosing Party;
- d) such disclosure has been approved by the other Party, in advance, in writing; or
- e) it is necessary to enforce its rights under this Contract.

FORCE MAJEURE

44. Either party shall be entitled to suspend performance of his obligations under the Contract 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, pandemics, epidemics, natural disasters, extreme natural events, terrorist 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 Contract shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.

45. 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 prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for expenses incurred in securing and protecting the Product.

46. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause 44 for more than six months.

ANTICIPATED NON-PERFORMANCE

47. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his obligations under the Contract, where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

CONSEQUENTIAL LOSSES

48. Save as otherwise stated in these General Conditions there shall, to the extent permissible under mandatory law, 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.

The limitation of liability mentioned in the preceding

paragraph does not apply to the extent a party has acted with Gross Negligence or willful misconduct.

DISPUTES AND APPLICABLE LAW

49. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the seat of arbitration shall be Stockholm.
50. The Contract shall be governed by the substantive law of Sweden.
51. It is specifically agreed that the Purchaser's available remedies relating to the Products are exclusively governed by this Contract and thus no remedy whatsoever under the Swedish Sale of Goods Act (*Sw. köplagen*), the United Nations Convention on Contracts for the International Sale of Goods (*Sw. Förenta nationernas konvention den 11 april 1980 angående avtal om internationella köp av varor*) or under any other statute, law or legal principle, including (but not limited to) the right to rescind this Agreement, shall be available to the Purchaser.

CHANGES AND AMENDMENTS

52. No modification, amendment, or other change may be made to these General Conditions or any part thereof unless reduced to writing and executed by authorized representatives of both Parties.