

## GENERAL CONDITIONS OF SALE AND DELIVERY OF CHRYSAL NORDIC AB ("GDSD")

### Article 1 Applicability of the Conditions

1. These GDSD shall apply to any and all offers to be made by Chrysal Nordic AB, hereinafter to be referred to as the "Supplier", and any contract or agreement between the Supplier and a Customer and any delivery of products or services rendered by the Supplier unless explicitly agreed otherwise in writing by the Supplier.
2. For the purpose of these GDSD "the Customer" shall mean: any individual or legal entity who/that has entered into or wishes to enter into an agreement with the Supplier, its representatives, agents, assigns or successors.
3. The placement of a purchase order or an assignment, implies the total and unconditional acceptance by the Customer of these GDSD.
4. These terms and GDSD shall take precedence over any other general (purchase) GDSD of the Customer.
5. Any provision included in the Customer's documentation subsequent to the Supplier's commercial offer or purchase order which modifies these GDSD shall be considered null and void, unless specifically agreed in writing by the Supplier.
6. To the extent that any of these GDSD is by any court or competent authority found to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these GDSD nor of the contract or agreement between the Supplier and its Customer, and it shall not affect the enforceability of the contract or agreement between the Supplier and its Customer nor of the remainder of these GDSD.

### Article 2 Offers and Purchase Orders

1. All offers made by the Supplier, in any form whatsoever, are non-binding, unless explicitly stated otherwise.
2. The Supplier shall have no obligations towards the Customer, unless the Supplier has accepted or confirmed an agreement, an order or an assignment in writing or by electronic mail, the date of confirmation being decisive.
3. In respect of transactions or purchase orders or assignments that due to their nature or magnitude are not confirmed in writing or by electronic mail, the invoice shall be considered as the order confirmation, unless the Customer notifies the Supplier that this is not the case within 10 days after receipt of the invoice.
4. The Supplier shall have the right to refuse purchase orders without stating its reasons.

### Article 3 Prices and Payment

1. The products of the Supplier shall be sold at the prices stated in the Supplier's pricelist applicable at the time of delivery.
2. Unless stated or agreed otherwise the Supplier's prices shall be:
  - ex works as referred to in the Incoterms as they are in force at the time of delivery;
  - inclusive of costs of standard packaging;
  - exclusive of VAT
  - stated in Euros.
3. The Supplier shall have the right to increase the price as stated in the pricelist referred to under 3.1 and after the date a contract was concluded or an order was accepted, if prior to delivery the Supplier's costs have raised as a result of, for instance but not limited to, increases of duties, levies, value added tax, excise duty, production costs, labor costs, currency fluctuations, prices for raw material, costs of registration etcetera.
4. Unless explicitly agreed otherwise in writing, payment shall be made without any discount or set-off, and within thirty (30) days after the date of the invoice by (1) transfer of the amount due into a bank account in the name of the Supplier to be designated by the Supplier, or by (2) any other means of payment if explicitly accepted by the Supplier.
5. Notwithstanding the provisions of 3.4, the Supplier shall at all times be entitled to demand cash on delivery, or to require that the Customer upon acceptance of the order by the Supplier shall grant security in any form the Supplier sees fit for the performance by the Customer of any of its obligations in connection with or ensuing from the contract or agreement.
6. After expiration of the payment term the Customer shall automatically be deemed to be in default, and interest shall be due by the Customer to be calculated at 1.5% of the amount due (or the highest interest rate allowed by law, whichever is higher) per

(part of a ) month from the date of default until the date of payment. In addition, all reasonable judicial and non judicial costs of collection of such payment to be incurred by the Supplier shall have to be compensated by the Customer, as follows:

- on any amount due up to Euro 3,500.-: 15%
- on any additional amount up to Euro 6,000.-: 10%
- on any additional amount up to Euro 15,000.-: 8%
- on any additional amount up to Euro 60,000.-: 5%.

At all times a minimum of Euro 50,- shall be due by the Customer. In the event that the Supplier can prove that it has incurred higher costs which were reasonably necessary for collection of any amount due, such costs shall be eligible for compensation by the Customer as well.

### Article 4 Retention of Title

1. Until payment of all amounts due by the Customer to the Supplier has been made in full, the products delivered shall remain in the ownership of the Supplier.
2. If the Customer obtains actual possession of the products prior to payment in full, the products may not be resold, processed, merged or consumed and the Supplier at any time shall be entitled to claim that the Customer shall transfer the products to the Supplier, or to collect the products at the cost of the Customer. This prohibition shall not apply to any sales in the ordinary course of business.
3. Until payment of all amounts due by the Customer to the Supplier has been made in full, the Customer shall not have the right to vest any third party rights in the products without the explicit approval in writing from the Supplier.
3. In the event that third parties wish to vest or exercise any rights (such as but not limited thereto: rights of pledge, usufruct etc) in the products delivered with respect to which title has been retained by the Supplier, the Customer shall immediately notify the Supplier in writing.
5. Until title to the Products has passed to the Customer, the Customer shall:
  - store the Products separately from all other products held by the Customer so that they remain readily identifiable as the Supplier's property; and
  - not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and
  - maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
6. Unless specifically agreed otherwise, the Customer shall buy the products for his own use only and shall not resell the products. The Customer shall not repack the products and/or shall not make any amendments, changes or alterations of whatever nature to the products and/or to the packaging of the products without the Supplier's explicit written consent to this effect.

### Article 5 Delivery

1. Any delivery times stated by the Supplier shall be estimates only, and shall not be binding on the Supplier. The Supplier shall not be liable for failure to deliver at the specified time or on the specified date, nor shall failure on the part of the Supplier be deemed to be a breach of the agreement or of these GDSD.
2. The Customer shall have the right to rescind the contract or agreement by written notice sent to the address of the Supplier in the event that the delivery term stated by the Supplier is exceeded by more than 90 days, unless such term is exceeded due to force majeure.
3. In the event of rescission of the contract or agreement as referred to in article 5.2, the Supplier shall in no event be liable to pay damages to the Customer or any third parties.
4. Unless agreed otherwise in writing or by electronic mail, the risk for the products shall pass to the Customer as soon as the Customer has acquired possession thereof, or as soon as the Customer has paid the Supplier all amounts due and title transferred to the Customer regardless of whether the products have been delivered to the Customer.
5. The Customer shall accept the purchased products upon delivery. In the event of refusal to accept delivery, the products shall be stored by the Supplier for the account and risk of the Customer. All additional costs, including in any event costs of storage, shall be for the account of the Customer.
6. If the Customer shall refuse to accept the purchased products,

the Supplier may individually and without prejudice to any right to claim any liquidated damages consider the relevant order as withdrawn/ the relevant sales agreement rescinded, it being

understood that Customer shall not be entitled to the refund of any down payments, which are received by the Supplier as penalty clause. If the relevant sales agreement is rescinded, the Customer shall be responsible for sending the products back to the Supplier within seven days of the termination of the agreement, at its own expense, using adequate postal service.

#### **Article 6 Force Majeure**

1. The term "force majeure" in these GDS shall mean: any circumstances beyond the control of the Supplier or circumstances that were unforeseeable at the moment a contract or agreement was concluded or an order was accepted as a result of which performance by the Supplier of its obligations under the contract or agreement or delivery of the order can no longer reasonably be required by the Customer.
2. If the event of force majeure is of a temporary nature, the Supplier shall have the right to suspend its performance under the contract or the agreement for the duration of the force majeure event. Any delivery terms stated by the Supplier shall be extended during the period force majeure occurs.
3. In the event that, in the Supplier's opinion, the force majeure event is of a permanent nature, the Customer shall have the right - after this was confirmed by written notice by the Supplier - to rescind the agreement by sending a written notice to the Supplier. The Supplier shall in no event be liable to pay damages to the Customer or any third parties pursuant to a recession of the contract or agreement in accordance with this clause 6.3.
4. In the event that the Supplier finds itself in a situation of force majeure, it shall notify the Customer as soon as possible.

#### **Article 7 Defects/Complaints/Claims**

1. The Customer shall inspect or have the purchased products inspected upon delivery. The Customer shall verify whether the products delivered comply with the contract or agreement, i.e. whether the correct products have been delivered in the correct quantities, and if the quantities delivered comply with the quantities stated in the delivery note/receipt.
2. In case of defects in type of products delivered, or defects in quantities, or in case of any visible defects in the packaging or the products, the Customer shall state such visible defects or shortages on the delivery note/receipt promptly upon delivery. If no defects and/or shortages have been stated on the delivery note/receipt, the products shall be deemed to have been accepted as delivered.
3. Any claims with respect to defects in products or services other than those referred to in 7.2 and any claims with respect to the invoice, shall be submitted by the Customer to the Supplier in writing within 10 days after delivery or receipt of the invoice, or ultimately within 10 days after the Customer could reasonably have discovered the defect in the product or service. The Supplier shall not be liable in respect of any claim that is brought to its attention after such period.
4. In case of acceptance by the Supplier of any claim in relation to defective products and after the Supplier has granted explicit written permission to the Customer to do so, or in case of a product recall initiated by the Supplier, the Customer shall return the products to the Supplier. The cost of sending products back to Supplier will be borne by Supplier, unless the Customer may be held responsible for the fact that the defect in the products occurred and/or the recall was initiated. The Supplier shall not accept any return of products, except for returns in accordance with this provision.
5. Unless defect products are returned to the Supplier in accordance with 7.4 and unless the Customer may be held responsible for the fact that the defect in the products occurred and/or the recall was initiated, the Customer's obligation to pay the invoice shall remain unaffected.

#### **Article 8 Intellectual Property Rights**

1. "Intellectual Property Rights" means copyright and related rights, trademarks, service marks, rights in designs, patents, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all

applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Intellectual Property Right" means any one of the Intellectual Property Rights.

2. The Customer acknowledges that all Intellectual Property Rights in the Products belong solely to the Supplier.
3. The Supplier gives no warranty, neither express nor implied, with respect to the validity of the Supplier's Intellectual Property Rights.
4. The Customer shall indemnify the Supplier against all liabilities, actions, costs (including legal and other professional costs) expenses, claims, proceedings and demands in respect of any infringement or alleged infringement of Intellectual Property Rights attributable to any third party that may arise as a consequence of the Supplier complying with any special instructions from or requirements of the Buyer relating to the Products.

#### **Article 9 Confidentiality**

1. The Customer agrees not to divulge or communicate to any person (other than those representatives of the Customer who need to know for the purpose of carrying on the Buyer's business or upon the Supplier's instructions or with the Seller's written approval) nor use for purposes other than carrying on the Customer's business any of the confidential information regarding the Products or the business of the Supplier which the Customer may have received or obtained in the Customer's course of dealings with the Supplier.

#### **Article 10 Liability**

1. The Supplier shall not be liable for any damages which the Customer may suffer as a result of storing the products, applying the products, of defects in the products or services delivered by the Supplier or as a result of any delay in delivery or any other fact, unless such damages are the direct cause of gross negligence or willful misconduct by the Supplier. The Supplier shall in no event be liable for indirect or consequential damages that the Customer may suffer.
2. To the extent that the Supplier shall be liable towards the Customer for direct damages, such liability shall in no event exceed the amount of the invoice value of the products or services delivered to the Customer by the Supplier in relation to which the damages and the connected claim have arisen.
3. The Supplier shall not be liable for damages related to defects in products or services if the Customer failed to comply with its obligation to notify the Supplier in accordance with the provisions of article 7.
4. Any and all right of Customer to pursue a claim against Supplier regarding damages will be lost if a period of 3 months after a defect in products or services has been notified to the Supplier or after the damages that occur in relation to other circumstances than defects in products or services have been discovered or could have been have lapsed and no damages have been claimed in writing by the Customer, unless a longer period applies pursuant to an applicable provision of mandatory law.
5. If the limitation of liability of Supplier for the damages as described in this article 8 is in conflict with any applicable provision of mandatory law, the Supplier shall in no event be liable to pay damages in excess of the amount of the damage acknowledged by the Supplier's insurance company.

#### **Article 11 Applicable Law and Dispute Resolution**

1. Any and all contracts and agreements including their validity, construction and performance, between the Supplier and the Customer shall be governed by the laws of Sweden. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, or also named "CISG"), shall not apply to any sale of products by the Supplier.
2. Any and all disputes between the parties shall be decided by the competent Courts in the district of Lund, Sweden. The Supplier shall, however, maintain the right to summon the Customer to appear before any other court of jurisdiction outside of Sweden that has authority based on the applicable laws or any applicable convention.