
GENERAL CONDITIONS OF SALE OF WAPRO GROUP

1. APPLICABILITY

1. These general conditions of sale, ("General Conditions of Sale") shall apply to all inquiries, offers, orders and agreements when Wapro Group ("Wapro") acts as supplier of products or services to any customer ("Buyer") except to the extent specifically prohibited by applicable law. Any products or services to be supplied under these General Conditions of Sale are hereinafter referred to as the "Products". No Buyer's terms and conditions shall apply to any supply of Products. In case of conflict, these General Conditions of Sale shall prevail over any terms and conditions on Buyer's documents, including without limitation those attached to any purchase orders accepted by Wapro.

2. Any variations to these General Conditions of Sale must be agreed upon in writing duly executed by both parties.

3. Any and all written agreed documents for the sale and/or supply of Products from Wapro, such as price lists that supplements These General Conditions of Sale, are hereinafter referred to as the "Agreement".

2. OFFERS AND PRICES

1. Unless previously withdrawn, Wapro quotes are open for written acceptance solely within the period stated therein or, when no period is so stated, within 30 days after the date of issuing.

2. Unless otherwise agreed or stated on the offer, all prices stated are net prices and exclusive of value added tax, duties, export and import fees, and any similar charges, any other charges whatsoever, which, if applicable, shall be paid by Buyer in addition to the purchase price. Wapro may pass through documented increases in raw material, energy, freight, or regulatory costs for undelivered Products upon 15 days' notice.

3. All information and data contained in brochures, price lists and any other such material are binding only to the extent that they are by reference expressly included in the Agreement.

3. DELIVERY AND PASSING OF RISK

1. Any agreed delivery term shall be construed in accordance with the INCOTERMS in force at the time of the formation of the Agreement.

2. Unless otherwise agreed in writing, delivery shall be Ex Works (EXW) Wapro's designated facility. Wapro shall have the right to make partial deliveries.

4. RETURNS

After written consent from Wapro on a case-by-case basis and subject to the conditions below, Buyer may return Products to Wapro. Wapro may charge Buyer a return charge equal to twenty (20) per cent of the invoice price of the returned Products. The returned Products must be returned to Wapro in their original packaging. Wapro may offset the return charge against any debts that Wapro owes to Buyer. Customized, non-standard, used, incomplete, or damaged Products are non-returnable. Buyer bears risk and cost of return transport unless otherwise agreed in writing.

5. TIME FOR DELIVERY AND DELAY

1. If Wapro, for the purpose of execution of the Agreement, needs information or documentation from Buyer, or certain formalities are to be fulfilled by Buyer, the term of delivery shall start to run at the moment that such information or documentation has been received by Wapro or such formalities have been fulfilled.

2. Buyer shall upon receipt of the Products perform an inspection to verify that (i) Buyer is the correct recipient of the shipped Products, (ii) the quantity of units is correct, and (iii) the Products are not damaged in any way. All rejections of Products due to circumstances which could reasonably have been discovered during such inspection, will be accepted by Wapro only if notified to Wapro in writing within five (5) days from Buyer's receipt of the Products. Without such notice, the Products are deemed accepted.

3. If a delay in delivery is caused by an act or omission of Buyer, the time for delivery shall be extended for a period which is reasonable with regard to all the circumstances in the case.

4. If the Products have not been delivered at the agreed time of delivery, Buyer may in writing demand delivery within a final reasonable period which shall not be less than four (4) weeks. Should Wapro not deliver within such final period, and this is not due to any circumstance for which Buyer is responsible, Buyer shall be entitled to terminate the Agreement in respect of such part of the Products that cannot, as a consequence of Wapro's failure to deliver, be used as intended by the parties. Such termination shall be made by written notice.

5. Termination of the Agreement is the only remedy available to Buyer in case of a delay on the part of Wapro and Buyer waives all other rights and remedies it may have. No claims relating to such delay shall be made against Wapro, except where Wapro has been guilty of gross negligence or wilful misconduct.

6. CANCELLATION BY BUYER

If Buyer cancels or reschedules the shipment of any order, or a portion thereof, without the prior written consent of Wapro, all of the invoice charges, shall apply and still be due and payable as per the original invoice unless otherwise agreed in writing by an authorized officer of Wapro. In addition, Buyer will reimburse Wapro for all reasonably incurred non-recoverable costs (including materials, labour, and third-party commitments) and a restocking fee of up to twenty (20) per cent of the original invoiceable amount for the cancelled or rescheduled order (or portion thereof).

7. PAYMENT

1. Payment of the purchase price shall, unless otherwise agreed in writing, be received in the account specified by Wapro and in the currency set out in the invoice within 30 days of the date of shipment. Wapro may require advance payment or security at any time based on Buyer's creditworthiness.

2. In the event that Buyer fails to make a payment within the time set out above, Wapro shall be entitled to interest from the day on which the payment was due. The rate of interest stipulated in the invoice (or the maximum rate of interest permitted by law, if applicable) shall apply to any overdue amounts until all full outstanding amounts (including the interest thereon) are settled.

3. In case of late payment Wapro may, after having notified Buyer in writing, suspend its performance of the Agreement until Wapro receives payment. If Buyer has not paid the amount due within 30 days of such notice Wapro shall be entitled to terminate the Agreement by notice to Buyer in writing and to claim compensation for any loss incurred. The compensation for damage shall not exceed an amount equal to the agreed purchase price due plus accrued interest. Wapro may also declare all unpaid invoices immediately due and payable and exercise any retention or stoppage in transit right.

4. Buyer shall not be allowed to set off any claims against Wapro or suspend its payment obligations.

8. RETENTION OF TITLE

1. The Products shall remain the property of Wapro until paid for in full. Title to the Products shall pass to Buyer upon full payment of the agreed price, taxes and all other charges by Buyer. Failure by Buyer to make full payment on the agreed payment date shall entitle Wapro to repossess the Products or the relevant parts thereof. The retention of title shall not affect the transfer of risk after delivery. Buyer will keep the Products separate and identifiable and adequately insured at Buyer's expense naming Wapro as loss payee, until title passes.

2. Up until the time at which title has passed to Buyer, Buyer shall not assign, transfer, pledge, mortgage or otherwise dispose of the Products or part thereof or any interest therein and shall, further, take all reasonable measures to protect the proprietary interests of Wapro and refrain from all activities which may adversely affect the retained title of Wapro, this not limiting Buyer's right to use the Products for their intended purpose. If permitted by law, retention of title extends

to proceeds of resale and to new goods formed by processing or combining the Products.

3. Buyer is obliged to reimburse Wapro for all costs which Wapro incurs in conjunction with any repossession of the Products hereunder and any restoration of the Products required to put them in substantially the same condition they were in upon delivery.

9. LIABILITY FOR DEFECTS

1. Subject to the limitations on Wapro's warranties and/or liability set forth herein and prompt and complete fulfilment of any Buyer obligations concerning handling of defects, Wapro shall remedy any failure of the Product to comply with its specifications published by Wapro on its website or any specifications agreed in writing by Wapro that are the direct result of faulty materials or workmanship ("Defect"). Wapro's liability for Defects is limited to Defects that appear within a period of two (2) years from the date of shipment/disbursement, unless another period is agreed in writing or expressly stated on the Product. Wapro gives the express limited warranty set out in this clause only. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER IMPLIED, STATUTORY OR OTHERWISE, ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

2. Buyer shall without undue delay notify Wapro in writing of any suspected Defect. Such notice shall under no circumstances be submitted to Wapro later than fourteen (14) days after the suspected Defect has been detected or could reasonably have been detected. Failure to notify within this period waives any and all claims arising out of or in connection with such Defect.

3. Wapro is only liable for Defects that appear under proper use of the Products. Wapro's liability does not cover Defects which are caused by or resulting from (a) exposure to high concentrations of chemical substances; (b) pressure surges and/or vacuum within the Product; (c) changes or repairs by Buyer or third parties designated by Buyer; (d) non-adherence to the user manual, the mounting or assembly instructions, or other instructions provided by Wapro from time to time; (e) the use of other parts than original (and delivered) Wapro parts in connection with the mounting or assembly of the Products; (f) insufficient or incorrect maintenance; (g) normal wear and tear; (h) combination with any product or service not provided or approved in writing by Wapro (i) any design, material or working methods that have been provided or applied by Buyer and/or (j) site conditions, improper storage, improper installation, or use outside published specifications. Liability for Defects for each specific Product is further governed by the warranty and installation instructions applicable to each Product, the documents which form an integral part of these terms.

4. Expenses relating to repairs of the Products carried out by anyone other than Wapro will under no circumstances be borne by Wapro, unless Wapro has provided its prior written consent thereto.

5. Wapro shall, at its own discretion, remedy any Defect through either repair or replacement of the affected Products at its own expense. Wapro has fulfilled its obligations in respect of remedying the Defect when Wapro delivers to Buyer a duly repaired or replaced part. If Wapro chooses to replace Products or parts thereof, the replaced Products or parts shall, free of charge, become the property of Wapro at the moment of replacement. If repair or replacement is not commercially reasonable, Wapro may refund the purchase price against return of the affected Products, less reasonable usage.

6. Unless otherwise agreed, any necessary transportation of the Products to and from Wapro in connection with the remedying of Defects for which Wapro is liable shall be at the risk and expense of Wapro, provided that Buyer follows Wapro's instructions in relation to such transportation.

7. If Wapro does not fulfil its obligations in respect of remedying the Defect within a reasonable time, Buyer may by notice in writing set a final time for completion of Wapro's obligations, which shall not be less than four (4) weeks. If the Defect is not successfully remedied within the final

time for completion, Buyer is entitled to a reduction of the purchase price, proportional to the reduced value of the Products. Such a reduction of the purchase price shall not exceed fifteen (15) per cent of the purchase price. If the Defect is so substantial that it significantly deprives Buyer of the benefit of the Agreement, Buyer may terminate the Agreement by written notice to Wapro. Buyer is then entitled to compensation for the loss he has suffered up to a maximum of fifteen (15) per cent of the purchase price. These remedies are Buyer's exclusive remedies for any defects or quality issues with the Product. The caps in this Clause 9 are without prejudice to the overall liability cap in Clause 10.5.

8. Save as stipulated otherwise in this Agreement and unless Wapro has been found to be guilty of wilful misconduct or gross negligence, Wapro shall not be liable for any defects in Products. This applies to any and all losses that any defect may cause, including loss of production, loss of profit and other indirect losses. In no event will Wapro's aggregate liability arising out of or in connection with the Agreement exceeds the total amounts paid by Buyer for the specific Products giving rise to the claim. The limitations and exclusions in this Clause apply to any and all claims, whether based in contract, tort (including negligence), strict liability or otherwise, and whether arising under statute or common law.

10. ALLOCATION AND LIMITATION OF CERTAIN LIABILITY

1. Wapro shall not be liable for any damage to property caused by the Products after the Products have been delivered. Nor shall Wapro be liable for any damage to products manufactured by Buyer, or to products with which Buyer's products form a part, except to the extent such damage is caused by Wapro's wilful misconduct or gross negligence or as otherwise cannot be excluded under applicable law.

2. If Wapro incurs liability towards any third party for any damage, Buyer shall indemnify, defend and hold Wapro harmless. Buyer's indemnity includes reasonable attorneys' fees and costs and applies to claims arising from Buyer's integration, installation, storage, resale, or use of the Products.

3. If a claim for any damage arising out of the Agreement is lodged by a third party against one of the parties that party shall as soon as possible inform the other party thereof in writing. Wapro and Buyer shall be mutually obliged to let themselves be summoned to court or an arbitral tribunal examining claims for damages lodged against one of them on the basis of damage allegedly caused by the Products. Wapro will (i) promptly notify the indemnifying party in writing of any claim (provided that failure to notify promptly will relieve the indemnifying party only to the extent it is materially prejudiced), (ii) allow the indemnifying party to control the defense and settlement of the claim using counsel reasonably acceptable to Wapro, and (iii) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party will not settle any claim in a manner that imposes any admission of fault or non-monetary obligation on Wapro without Wapro's prior written consent (not to be unreasonably withheld or delayed).

4. It is expressly understood that any technical advice supplied by Wapro with respect to the production or use of its Products is given without any charge, and Wapro assumes no obligation or liability for the advice given or results obtained, all such advice being given or accepted at Buyer's risk. Wapro is not an engineering firm. Any issues, concerns, specifications or requirements for Buyer's use of the Products are beyond Wapro's knowledge and Buyer agrees not to rely upon any suggestion or advice given by Wapro. Buyer warrants that it has consulted with or had an opportunity to consult with engineers and any such other expert or specialist and has satisfied itself that the specifications of the Products ordered are satisfactory for its use. Wapro has not been provided with and has made no advice, recommendations or warranties that the Products specified are adequate for Buyer's intended use.

5. In no event will Wapro's aggregate liability arising out of or in connection with this Agreement exceed the total amounts paid by Buyer for the specific Products, giving rise to the claim.

6. Neither party shall be liable towards the other party in contract, tort, warranty, strict liability or any other legal theory for any loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect damages or loss whatsoever.

7. The foregoing exclusions also apply to punitive or exemplary damages to the extent permitted by law. These exclusions apply even if the other party has been advised of the possibility of such losses.

8. Nothing in this Agreement purports to exclude or limit liability for gross negligence or wilful misconduct nor for any liabilities that cannot be excluded under applicable law.

11. TERMINATION WITH IMMEDIATE EFFECT

In addition to the parties' right to suspension or termination set forth elsewhere in the Agreement, either party shall have the right to terminate the Agreement with immediate effect in the event of voluntary or compulsory winding-up, bankruptcy, or more generally, in the event of proven insolvency of the other party. Such suspension or termination shall be made in writing. Wapro may also terminate immediately if Buyer is in breach of Clause 14, such as but not limited to export control sanctions, anti-corruption, or payment obligations. Upon termination, all amounts owed become immediately due.

12. INTELLECTUAL PROPERTY

1. All intellectual property rights, including but not limited to, registered and unregistered trademarks, patents, inventions, designs, know-how, domain names, copyrights and related rights, and all goodwill and rights of enforcement related thereto ("Intellectual Property"), shall remain the exclusive property of Wapro and no transfer of ownership shall take place as a consequence of the Agreement. No right or licence is granted to Buyer under any Intellectual Property owned or otherwise held by Wapro except a limited non-exclusive license to use Wapro's Intellectual Property to the extent necessary for Buyer to exercise its right to use or resell the Products. Upon the termination or expiration of the Agreement, this license shall automatically and immediately terminate.

2. Buyer is not entitled to make any changes, modifications or alterations of any of Wapro's products or services, nor any Intellectual Property related thereto, without the prior written consent of Wapro. Buyer will not reverse engineer, decompile, or disassemble the Products.

3. All documents and materials, whether in analogue or digital form, including but not limited to catalogues, pictures, drawings, specifications and other documents provided to Buyer by Wapro as well as any materials prepared by Buyer related to, or incorporating, Wapro's Intellectual Property shall be exclusively owned by Wapro and shall be used in accordance with Wapro's reasonable written instructions, provided from time to time. Buyer shall after a written request by Wapro or at the latest at the termination or expiration of the Agreement, return all such materials to Wapro.

4. Buyer undertakes to use the "Wapro" trademark as well as any and all other trademarks owned or otherwise held by Wapro in accordance with Wapro's reasonable written instructions, as provided from time to time. Buyer is not permitted to file or authorize the filing of any application for registration of such trademarks or any trademark, company name or domain name that is identical to or confusingly similar to Wapro's trademarks, company names or domain names. Buyer acknowledges and accepts that there is a high value, and large investments made, in the goodwill of these trademarks and the products and services for which they are used and undertakes not to use any such trademarks in any manner which could negatively affect the value and/or goodwill attached to Wapro's products or services, or the value or goodwill related to the trademarks as such. Buyer shall not represent itself as, or portray the picture of being, a representative of Wapro if this is not the case, nor shall Buyer otherwise give a misleading presentation of its relationship with Wapro. Upon request, Buyer will cease any use of Wapro trademarks or other branding immediately.

13. FORCE MAJEURE

1. Either party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is impeded or made unreasonably onerous due to

circumstances beyond the control of the parties such as industrial disputes; fire; war; extensive military mobilization; insurrection; requisition; seizure; embargo; restrictions in the use of power; capacity or technical or yield failures; unavailability of suitable and sufficient labour, materials or transportation; epidemics; pandemics; acts of government, sanctions, and cyber events; and defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this Clause.

2. The party claiming to be affected by force majeure shall notify the other party in writing without undue delay on the occurrence and cessation of such circumstance.

3. Regardless of what may otherwise follow from the Agreement, either party shall be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is suspended under Clause Force Majeure for more than six (6) months.

14. COMPLIANCE

Buyer represents and warrants that it will comply with all applicable export control, trade sanctions, anti-corruption, anti-money laundering, health and safety, and environmental laws in connection with its purchase, use, and resale of the Products. Buyer will not resell the Products to any restricted party or for any prohibited end-use. Wapro may refuse, cancel, or suspend performance where compliance concerns arise.

15. DATA AND PRIVACY

Where Wapro processes personal data as part of the Agreement, it will do so in accordance with applicable data protection laws and its privacy notice. Buyer will provide any required notices to and obtain any required consents from data subjects under applicable law.

16. MISCELLANEOUS

No waiver is effective unless in writing and granting of any waiver shall be limited to the specific circumstance and not create any expectation of a waiver under similar circumstances in future. If any provision is held invalid, the remainder will remain in effect and be construed to achieve the original intent to the maximum extent permitted by law. The parties are independent contractors. The Agreement (including these General Conditions and any documents expressly incorporated) constitutes the entire agreement and supersedes prior discussions and representations regarding the subject matter.

17. GOVERNING LAW AND DISPUTES

1. The Agreement and any further agreements arising therefrom shall be governed by the substantive laws of Sweden but excluding the UN Convention on International Sale of Goods.

2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC.

The seat of arbitration shall be Malmö, Sweden, and the language to be used in the arbitral proceedings shall be English. The arbitral proceedings and award will be confidential, except to enforce or challenge the award or as required by law. Notwithstanding the foregoing, Wapro shall retain the right to initiate legal proceedings before any competent state court or authority for the collection of any unpaid amounts due under the Agreement or under any applicable legislation. This agreement to arbitrate shall not prevent either party from applying to a court of competent jurisdiction to obtain interim or injunctive relief (pending completion of a submitted arbitration proceeding) or endorsement of a final arbitral award.