



General terms and conditions for delivery

These general terms and conditions shall apply when the parties have referred to them or otherwise agreed that they shall apply. Specific provisions shall take precedence over these general terms and conditions. The product or products which the seller is to deliver is/are hereinafter referred to as the "Product" and the agreed price which is to be paid is hereinafter referred to as the "Agreed Price".

Delivery and delay in delivery

1. Delivery terms

Delivery shall be made Ex Works.

2. Delivery time

Delivery shall be made as agreed.

3. Discharge from liability for delay in delivery (force majeure)

The following circumstances constitute grounds for discharge from liability: war, mobilisation or military draft of a similar scope, terrorism, sabotage, general or local industrial action, fire, flood, natural disaster, requisition, seizure, public authority order, trade restriction, payment restriction or currency restriction, uprising or riot, epidemic, shortage of means of transport, general shortage, any limitation in the provision of electricity, fuel, or data communications and telecommunications, as well as other similar incidents and any other circumstance over which the seller does not have control. Any delay in delivery on the part of any party assisting the seller in the performance of the agreement which is caused by any such ground for discharge from liability, as well as any other circumstance over which such party does not have control, shall also constitute grounds for discharge from liability. The aforementioned circumstances constitute grounds for discharge from liability only where the seller could not have reasonably foreseen their impact on the performance of the agreement when the agreement was executed.

In the event that grounds for discharge from liability exist, the delivery time shall be extended for as long as is reasonable under the circumstances. The seller shall be entitled to extend the delivery time notwithstanding that the reason for the delay arose after the end of the originally agreed delivery time.

Either Party shall be entitled to terminate the agreement where performance of the agreement is delayed due to any ground for discharge from liability which persists for more than six months.

4. Liquidated damages for delay

Where the seller fails to deliver the Product in due time and the delay is due to the fault by the seller, the buyer shall be entitled to liquidated damages. The liquidated damages shall be 0.5% of the Agreed Price for each full week of the delay. The liquidated damages shall not exceed 7.5% of the Agreed Price. Where only one part of the delivery is delayed, the liquidated damages shall be calculated on the price of such part of the delivery which the buyer cannot use due to the delay. The buyer shall be entitled to demand payment of liquidated damages when the scope of the delay is known or when the delay entitles the buyer to the maximum liquidated damages for delay. The buyer forfeits its right to liquidated damages where the buyer fails to make a written claim for liquidated damages not later than six months from the date on which delivery was to have taken place.

5. Termination of the agreement due to delay and liquidated damages upon termination

When the length of the delay is such that the buyer is entitled to maximum liquidated damages pursuant to the preceding section, the buyer shall be entitled to terminate the agreement through written notice of termination to the seller. Prior to such notice of termination, the seller shall be granted a grace period of not less than one week to deliver the Product.



6. Cancellation

The buyer shall not countermand or cancel any purchase order issued hereunder or cause the work or shipment to be delayed, except with the written consent of, and upon terms agreed to by the seller, and with full compensation to the seller for any loss sustained by reason of cancellation or delay.

Payment and late payment

7. Price

All prices set forth on the invoices issued by the seller are Ex Works. All prices are exclusive of any and all taxes, including, but not limited to, excise, sales, use property, transportation or occupational taxes and such other like taxes related to the sale or use of the Product, now or hereafter imposed, together with all penalties and expenses. The buyer shall be responsible for collecting and/or paying any and all such taxes, whether or not they are stated in any invoice for Product shipped. The buyer shall indemnify and hold the seller free and harmless from and against the imposition and payment of such taxes. The seller, at its option, may at any time, separately bill the buyer for any taxes not included in the seller's invoice and the buyer shall pay said taxes, or in lieu thereof, shall provide the seller with a tax exemption certificate acceptable to taxing authorities. The buyer shall pay all applicable import duties, unless otherwise agreed in writing. In the event the seller shall make arrangements for transportation, all costs and expenses relating to such transportation shall be for the account of the buyer and shall be paid by the buyer to the seller upon presentation of the seller's invoice therefor. In the event delivery of the Product, or any part thereof, is delayed due to the fault of the buyer, any and all additional costs and expense incurred by the seller resulting from such delay in delivery shall be chargeable to and paid by the buyer.

8. Obligation to take receipt of the Product

The buyer is obligated to take receipt of the Product on the agreed date. Where the buyer fails to take receipt of the Product on the agreed date, the buyer shall nevertheless make payment as though delivery had taken place. The seller shall ensure that the Product is stored at the buyer's risk and expense. The seller shall be entitled to terminate the agreement where the buyer's delay in taking receipt of the Product is unreasonable.

9. Acceptance of Products

The buyer shall be deemed to have affected final acceptance of the Products seven (7) days from the date that the buyer has received the Products.

10. Payments

Unless otherwise agreed, the buyer shall pay against invoice not later than 30 days after the date of invoice.

11. Discharge from liability for late payment (force majeure)

The buyer shall be entitled to an extension of time for payment where the buyer is prevented from making payment due to war, terrorism, sabotage, industrial action, extreme acts of nature, requisition, seizure, public authority order, trade restriction, payment restriction or currency restriction, uprising or riot, epidemic, shortage of means of transport, any limitation in the provision of electricity, fuel, or data communications and tele-communications, as well as other similar incidents.

The seller shall be entitled to terminate the agreement where the late payment is due to a force majeure circumstance which has persisted for more than three months.

12. Interest on arrears

Where the buyer's payment is in arrears, the seller shall be entitled to interest on arrears on the amount due as from the due date, at the interest rate which applies pursuant to the Swedish Penalty Interest Act. In addition to interest on arrears, the seller shall be entitled to damages for all loss.

13. Withholding performance

The seller shall be entitled to withhold its performance irrespective of the reason for the buyer's failure to pay in due time.



14. Termination of the agreement due to late payment and damages upon termination

The seller may terminate the agreement where the buyer fails to make payment within three months of the due date or where it is clear that the buyer will not be able to pay. In the event of termination due to the buyer's arrears in payment, the seller shall be entitled to damages for all loss in addition to the interest on arrears.

15. Repossession

The seller is the owner of the Product until it has been paid in full. The seller shall be entitled to repossess the Product in connection with a termination.

The quality of the Product and the seller's liability for defects

16. Damage or Defective Units

With respect to Product units received by the buyer in damaged or defective condition, the buyer shall notify the seller in writing within seven (7) days and upon the seller's authorization and instruction return such damaged Products to the seller whereupon, the seller shall forward to the buyer unit to replace a previous defective unit in accordance with the return policy described below. The seller shall pay the freight costs associated with return of the damaged Products.

The notice of defect shall contain a description of the defect. The buyer's untimely notice of the defect shall result in forfeiture of the right to complain of the defect.

17. Unfounded notice of defect

The buyer shall compensate the seller for any and all labour and costs where the buyer gives notice of a defect in a Product and it is subsequently proven that there was no defect for which the seller was liable.

18. Return Policy

Subject at all times to the limitations and exclusions of warranty provisions contained in this general terms and conditions:

- a. The seller may accept the return of any item of Product which was rejected by the buyer's acceptance test, provided such returns are made within one month after shipment. Replacement items can be shipped at the buyer's option, subject to the conditions stated below.
- b. If evaluation tests conducted by the seller on returned items show such items to be outside of standard specifications (which failure is solely the responsibility of the seller), items will be replaced free of charge with a new unit of the identical item.
- c. By accepting replacement parts, the buyer agrees to pay for such replacements if the seller's evaluation testing of returned items determines that:
 - i. Returned items are within standard specifications,
 - ii. Damage has clearly been caused by the buyer's mishandling,
 - iii. Identification of the item and/or lot numbers on the casing is not possible due to contamination or intentional removal of such markings, or
 - iv. Items have been deformed in some manner, i.e. casings have been removed or modified, pins have been cut short, pins have been soldered, etc.If replacements have been issued, the return shipment of evaluated items to the buyer will be accompanied by an invoice for the replacement items.
- d. Refunds or replacement with other than identical items will not be made.

Warranty

19. Limited Warranty and Limitation of Liability

The seller warrant that the products sold hereunder will be free of defects in material and workmanship for a period of one year from the date of delivery. This warranty is limited to the original buyer and original customer of the buyer and cannot be assigned or transferred. No person is authorized to amend or expand this warranty or grant any other warranty on behalf of the seller. The seller shall not be responsible for any repair, replacement or material charges incurred by the buyer during the term of this warranty unless the seller gives its prior written consent to the payment of such charges. In addition, this warranty shall not apply to any products



or portions thereof which have been subjected to abuse, misuse, improper installation, storage, maintenance or operation; or electrical failure, or which has been tampered with, altered, modified, or incorrectly repaired whether prior to, during or after incorporation of the product into the finished goods of the buyer. Other than the foregoing warranty, there are no express or implied warranties or any affirmation of fact or promises by the seller with respect to the products. The seller disclaims any warranties, express, implied or statutory not contained herein and without limiting the generality of the foregoing expressly *disclaim any implied* warranties of merchantability, fitness for a particular purpose or use, infringement and any affirmation of fact or quality not contained herein.

20. Remedy

The seller's sole responsibility and liability incurred by the sale of the products and the buyer's exclusive remedy against the seller, under the warranty shall be limited to the repair or replacement, at the seller's option, of product not conforming to this warranty. The buyer's full and complete performance of all obligations required hereunder is a condition precedent to the seller's warranty obligations herein. The seller shall be under no obligation to perform under this warranty until thirty (30) days after the seller has received written notice from the buyer of an alleged defect and is determined upon reasonable inspection a defect exists.

21. Performance and Operation

There are no representations as to the performance or specifications of the Products other than those attached hereto and made a part hereof. Any affirmation of facts or statement of performance or quality not set forth in said attachment is expressly disclaimed by the parties as an element hereof and as an inducement for entering into this agreement.

Limitation of Liability and Product Liability

22. Limitation of liability

The seller shall have no liability beyond that which follows from the preceding sections and the buyer shall not be entitled to remedies due to the seller's breach of contract other than those which follow from the preceding sections.

In no event shall the seller be liable to the buyer, its customer, its assigns or agents, for economic loss, incidental or consequential damages whether based upon warranty, contract, or tort including negligence and product liability whether at equity or at law, including but not limited to any damages for workmanship arising directly or indirectly from use of the products.

Notwithstanding any previous stipulations regarding liability in damages, the seller shall not be liable for any third-party property damage or personal injury resulting from any defect in the Product. In the event the seller incurs liability in damages to any third party due to property damage or personal injury, the buyer shall hold the seller harmless. This limitation shall not apply where the seller has committed gross negligence.

23. Confidentiality

All drawings designs, specifications, manuals and programs furnished to the buyer by the seller shall remain the confidential and proprietary property of the seller. All such information, except as may be found in the public domain, shall be held in strict confidence by the buyer and shall not be disclosed by the buyer to any third parties. Copyright in all materials made available by the seller shall remain in the seller at all times.

24. Statute of Limitation

No claim, action or cause of action arising out of any claimed breach of these Terms and Conditions or the transaction hereunder contemplated may be asserted or brought by either party in any forum whatsoever more than one year after the date on which cause of action or claim has occurred.

25. Notices

All notices permitted or required hereunder shall be in writing and shall be effective, unless otherwise noted, herein as of the date on which deposit in the mail in a properly stamped and addressed envelope.



Miscellaneous and Disputes

26. Miscellaneous Provisions

- a. If any term or condition or part of the Terms and Conditions is held invalid, the remaining sections of the Terms and Conditions shall not be affected thereby.
- b. The Terms and Conditions may be modified, cancelled or rescinded only by a written agreement of both parties executed by their duly authorized representatives.
- c. No claim arising out of any breach of the Terms and Conditions may be discharged in whole or in part by waiver or renunciation of such claim unless such waiver or renunciation is in writing and signed by the parties hereto.
- d. These Terms and Conditions may not be assigned without the express written consent of the parties hereto. Any attempted assignment of rights or delegations of duties shall be void.

27. Governing law and Jurisdiction

These general terms and conditions shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.

Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other party.