

GENERAL TERMS OF SALES

In force from 1 June 2018

1 SCOPE

- 1.1 All sales from the Bergman & Beving group's companies are made subject to these General Terms of Sales (the "Terms").
- 1.2 In the event the parties have agreed in writing on terms that deviate from these Terms, the parties' special agreement shall apply in those respects. Such an agreement regarding deviation must be made in writing and accepted by both parties in order to be enforceable. Any text on the Customer's orders or similar documents shall not change the Terms unless the Supplier has expressly confirmed in writing that the Terms shall be changed, and in which manner.
- 1.3 The company which constitutes the selling company is referred to as the "Supplier" and the purchasing company as the "Customer".
- 1.4 The products and, when applicable, services the Supplier sells to the Customer are referred to as "Products".

2 INFORMATION

- 2.1 The information provided in catalogues, prospectuses, marketing material, etc. is provided solely as guidance. Technical data is also provided subject to reservations in respect of design changes and reservations in respect of various measurement method variations, etc. In the event any specific information is important for the Customer's design or use of the Product, the Customer is encouraged to ensure the information and its reliability in the Customer's intended use of the Product.
- 2.2 All instructions, advice, or other instructions the Supplier gives to the Customer constitute general advice and do not constitute any warranty or similar undertaking. It is always the Customer which at its own risk, selects the Product and the use thereof.
- 2.3 Title to each and every intellectual property right related to the Products shall remain vested exclusively in the Supplier.

3 PRICE AND PAYMENT

- 3.1 Unless otherwise agreed, sales takes place at the prices the Supplier applies at the time of delivery. The Supplier is always entitled to adjust current prices in light of exchange rate changes or commodity price changes. All prices are applicable exclusive of value added tax and other public charges.
- 3.2 Payment is due within thirty days of the invoice date.
- 3.3 Where the Customer fails to make timely payment, the Supplier is entitled to penalty interest on arrears commencing the due date, at a rate applicable in accordance with the Interest Act in the country of the Supplier.
- 3.4 The Supplier is entitled to terminate the agreement unless the purchase price is paid on time. In such case, the Supplier is entitled to compensation for the loss suffered by the Supplier.

4 ORDERS AND DELIVERIES

- 4.1 Orders can be placed anytime. Orders are being processed when the Supplier's customer services are open, see the Supplier's website for applicable hours. As regards sales in other countries than Sweden, deviations can apply in relation to what is stated below (review e-commerce terms, the Supplier's website or contact the Supplier's customer services for additional information).
- 4.2 The order and delivery types offered, and the conditions therefore are stated in the Supplier's freight rate (see section 8 below).
- 4.3 **Backorder**
- 4.3.1 In case there is a shortage among the ordered Products, a backorder is created on the shortage. Such backorder is normally delivered on the weekly order following when the Products subject to the shortage are back in stock, unless the Customer requests otherwise.
- 4.4 **Cash on delivery**
- 4.4.1 The Supplier may demand cash on delivery or other security measures to deliver.
- 4.5 **Replacement product**
- 4.5.1 If the ordered Product has been replaced with a new product with essentially the same characteristics, the Supplier may deliver the replacement product instead of the ordered product.

4.6 Delay

- 4.6.1 If the parties have expressly agreed on a delivery day, delivery shall take place at the latest on that day, or the delivery is considered delayed. In case of such delay, the Customer is entitled to a fine of 1 percent of the value of the delayed Products per week, however not more than 10 percent of the value of the delayed Products. In order for the Customer to be entitled to collect such fines, the Customer shall demand payment of such fines in writing within 30 days from the agreed delivery day. In case the Customer is entitled to the maximum fine, the Customer may in addition to the fine terminate the order.

5 PRODUCTS OUTSIDE THE STORED ASSORTMENT

- 5.1 If the Supplier offers other products than those included in the Supplier's ordinarily stored assortment, delivery of such other products normally take place when they are available for delivery. Charges connected to such other products are stated in the freight rate (section 8 below). Fines in accordance with section 4.6 above do not apply to such products that are outside the ordinarily stored assortment.

6 CERTAIN FEES AND PACKING

- 6.1 Environmental charges and/or packing charges and certain charges connected to certain suppliers apply in certain situations. Such charges are than stated in the freight rate (section 8 below).
- 6.2 The Supplier is a member of certain pallet pool cooperation with its freight forwarders. Therefore, the Customer shall return pallets that comply with the specification in the pallet pool cooperation, or otherwise be charged in accordance with the freight rate.
- 6.3 The Supplier fulfills some of its producer liability through being part of the FTI-register regarding packing made of corrugated cardboard, paper/cardboard and plastic. The Supplier's commitment is limited to the Supplier's ordinarily stored assortment.

7 DELIVERY TERMS

- 7.1 Delivery terms are CPT to the Customer's delivery address, but the Customer is charged for freight in accordance with section 8 below.

8 FREIGHT RATE

- 8.1 Prices for freight and, when applicable, other charges are stated in a separate freight rate document, updated from time to time. The freight rate is available at the Supplier's e-commerce and can also be made available from the Supplier's customer service.

9 RETURNS AND COMPENSATION CLAIMS

- 9.1 **Distinction between returns and compensation claims**
- 9.1.1 Returns refer to when the Customer return a Product the Customer has ordered, without there being any malfunction or other deviation in the Product.
- 9.1.2 Compensation claims refer to when the Customer returns the Products and claims compensation based on that there is some malfunction in the Product or the Product otherwise not being in accordance with the order.
- 9.2 **Returns**
- 9.2.1 Terms for returns are stated in this section 9.2
- 9.2.2 All returns must be agreed with the Supplier before the goods are sent back to the Supplier. A prerequisite for credit is that the Supplier's routines have been adhered to. Otherwise, the Supplier will return the goods to the Customer and charge the Customer the freight cost or destroy the returned Products without crediting any amount.
- 9.2.3 The return shall follow the directions stated in the Supplier's e-commerce.
- 9.2.4 In case the Customer does not have access to the Supplier's e-commerce, the Customer shall fill out a return report. Such return report is available at the Supplier's website or through the Supplier's customer service.
- 9.2.5 A filled out return report that is approved by the Supplier must always be sent together with the return.
- 9.2.6 The Customer is charged the freight cost for the return.
- 9.2.7 The Supplier may on reasonable commercial basis evaluate which returns are approved and which are not.

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- 9.2.8 In order for a return to be approved the following criteria must always be met;
- The Product must be unharmed, unmarked and in the same condition as when sold.
 - The box/packing must be unharmed and in original condition, i.e. there is no price tagging, scribble, labels, tape etc.
 - Returns of chemical products, foods, products sensible to temperatures, or products with expiry dates or otherwise limited life expectancy are not approved.
 - The Product must be included in the Supplier's ordinarily stored assortment at the time of the return.
 - The Products must have been from the Supplier to the Customer maximum six months before the return.
 - The returned Product must not be campaign or season products.
- 9.2.9 If the return is approved a deduction of 25 percent will be made.
- 9.2.10 If the value of a return line is below 300 SEK (or the equivalent amount in applicable currency), no credit will apply.
- 9.2.11 Cancellation of ordered, but not yet delivered orders are subject to the same terms as returns above.
- 9.2.12 Cancellation of ordered services may only take place after the Supplier's written approval. Unless such approval is obtained, the booking is binding and the Customer is obliged to make payment.
- 9.3 Compensation claims**
- 9.3.1 Terms for compensation claims are stated in this section 9.3.
- 9.3.2 The Customer must be able to show the basis for the compensation claim.
- 9.3.3 The Customer must contact the Supplier before the compensation claim and follow the directions from the Supplier. The Customer must also follow the directions stated in the Supplier's e-commerce.
- 9.3.4 In case the Customer does not have access to the Supplier's e-commerce, the Customer shall fill out a compensation claim report. Such report is available at the Supplier's website or through the Supplier's customer service.
- 9.3.5 A filled out compensation claim report must always be sent together with the returned Product. Compensation claims that do not fulfill these criteria will be sent back to the Customer without any credit being made and the Customer will be charged the freight cost, alternatively the Product will be destroyed. The same applies if the Customer has not followed the other directions for the compensation claims as is set forth above.
- 9.3.6 If the compensation claim is approved, the Supplier will bear the freight cost.
- 9.3.7 The Supplier may, in its own reasonable opinion, decide whether the Product shall be replaced with a new product or repaired. This is the Supplier's exclusive liability in case of a compensation claim, i.e. no damages or other compensations will apply.
- 9.4 Transport damages and transport deviations**
- 9.4.1 The Customer shall check Products, packaging and pallets upon receiving the delivery. If the Customer detects any damages or deviations, the Customer must report that to the freighter upon signing the receipt for the delivery. Thereafter the Customer shall report the damage/deviation to the Supplier's logistic support within seven days from the receipt.
- 9.4.2 If the Supplier approves that there is a damage or deviation, the Supplier delivers replacement products, repairs the Product, or credits the purchase price for the Product in its sole discretion.
- 9.4.3 If the Customer requests handling of the matter before the Supplier has had the proper time to evaluate the alleged damage or deviation, the Customer can order a replacement product or repair. These will be charged to the Customer, but credited if the matter is approved.
- 9.5 Mispicks**
- 9.5.1 If the delivery includes other products than the ordered products or the wrong number of products, the Customer must report this to the Supplier in accordance with the Supplier's directions in its e-commerce or, if the Customer does not have access to the e-commerce, directions from the Supplier's customer service.
- 10 FAULTY PRODUCTS / GUARANTEE CLAIMS**
- 10.1 The Supplier shall not be liable for defects due to circumstances which occur after delivery has taken place. The Supplier shall not be liable for defects due to material or designs provided by the Customer. Nor shall the Supplier be liable for defects which consist of the Product failing to correspond to such information regarding the Product's qualities or use as provided by a party other than the Supplier, for example by a manufacturer. Furthermore, the Supplier's liability extends only to such defects as arise in conjunction with normal use. Under no circumstances shall the Supplier be liable for defects resulting from defective maintenance, incorrect installation, modifications or repairs carried out by a party other than the Supplier.
- 10.2 The Supplier's liability extends solely to defects that manifest themselves during a period of one year from the date of delivery. The liability shall not apply to parts with a normal life expectancy of less than one year, and in those cases where date marking has taken place, the liability shall apply solely during the stated shelf-life period.
- 10.3 The Supplier undertakes, in its discretion, during such warranty period to deliver free of charge new Products as replacement for Products which are defective, or to rectify defects. Rectification may, in the Supplier's discretion, take place either at the Supplier's premises or at the Customer. For replacement products which the Supplier has delivered to the Customer, the warranty period set forth in 10.2 shall apply calculated from the date of delivery of the original Product. Any destruction costs and costs for access and restoration or suchlike shall be borne by the Customer
- 10.4 The Customer may not invoke defects in the Products where the Customer has failed to give the Supplier written notice of the defect within ten days from the date on which the defect was, or should have been, discovered.
- 10.5 The Supplier may refund the purchase price, instead of rectification or redelivery. In such case, the Customer shall return the Products if the Supplier requests that.
- 10.6 Through the Customer being provided with duly repaired or replaced parts or Products or refund of the purchase price, the Supplier shall be deemed to have performed its obligations in respect of the defect. The Customer shall thus not be entitled to claim any compensation from the Supplier in addition to the abovementioned measures. Where any disassembly and installation results in interference with parts other than the Products, the Customer shall be liable for the work and costs occasioned thereby.
- 10.7 The process for issuing a claim regarding faulty products or guarantee is the same as regards claim for compensation as is stated in section 9.3 above.
- 11 REPAIRS AND MAINTENANCE**
- 11.1 The Supplier offers repair services and maintenance services regarding some of the products it sells. If the Customer wishes to purchase such services, contact the Supplier's customer service.
- 12 LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE ETC.**
- 12.1 The Supplier shall not be liable for damage which the Products cause to any real or personal property, or for the consequence of such damage, where the damage occurs when the Products are in the Customer's possession, or on goods produced by the Customer, or on goods in which the Customer's goods are incorporated.
- 12.2 The Supplier's liability for personal injury or damage to real or personal property caused by the Products which belong to the Customer or a third party, or which otherwise arises in the parties' dealings, shall under no circumstances cover production shortfalls, loss of profit, or other indirect loss. With respect to limitation of liability as regards amounts, see section 16 below.
- 12.3 Where any third party makes a claim against the Supplier or the Customer for compensation for damage or loss, the other party shall be notified thereof as soon as possible, and within ten days at the latest. If this does not occur, the party shall not be entitled to turn to the other party and claim recourse liability from such party according to law or these Terms, as a consequence of a third party claim. Nor shall the Customer be

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- entitled to claim liability from the Supplier in respect of third party claims where the Customer has entered into a settlement or other agreement with a third party without first obtaining the Supplier's written consent.
- 12.4 The provisions in this section 12 and other relevant parts of these Terms will apply also to product liability to the extent legally possible.
- 13 **TRADEMARKS**
- 13.1 Customer who resells the Products shall upon marketing of the Products use the trademarks and product names in the extent and on the manner stated by the Supplier. The right and obligation to use these trademarks are limited to the right to sell the Products which the Customer has been granted from the Supplier and immediately terminates if the Supplier withdraws the right to resell the Products. The Customer does not obtain any independent right or license to the trademarks.
- 14 **PRODUCT INFORMATION ETC.**
- 14.1 The Supplier may from time to time provide e-commerce sites, web sites and in other ways provide product- and price information.
- 14.2 All information provided from the Supplier shall be treated as confidential and may not be used for any purpose other than sales and, where appropriate, resales of the Supplier's Products, and may not be disclosed to third parties.
- 14.3 The Customer's right to use the Supplier's e-commerce and additional information and tools regarding products- or prices etc shall cease immediately upon termination of the agreement/cooperation. The Supplier in addition to this handles the Customer's access to e-commerce and such information at its sole discretion.
- 14.4 Product information sheets, safety data sheets and, when applicable, other product related information is available at the Supplier's e-commerce and can also be accessed through the Supplier's customer service and is provided digitally.
- 15 **MODIFICATIONS TO PRODUCTS**
- 15.1 The Customer may not interfere with the Products in any way such as reverse engineering, disassembling or similar actions.
- 15.2 Neither may the Customer, remove or change any trademark, trade name, sign, or other marking, as regards the Products or the Products' packaging
- 16 **LIMITATION OF LIABILITY**
- 16.1 The Supplier's liability for damage – irrespective of whether the damage arises because of delay, defect or damage caused by the Product, or in any manner whatsoever – shall be limited to SEK 500,000 (or the equivalent amount in local currency) per occasion of damage and year. Where any lower limitation of liability is stated in a specific section, such lower amount shall take precedence. The provisions of this section 16 constitute a cap on compensation.
- 17 **FORCE MAJEURE**
- 17.1 Circumstances which prevent or render materially more onerous performance of any of the parties' obligations under the agreement and which are beyond the control of a party, such as but not limited to lightning, terrorism, fire, earthquakes, flooding, war, mobilisation or military conscription of any major extent, riot or revolt, requisition, seizure, cyber-attack, currency restrictions, public authority provisions, limitations on fuel, general shortages of transportation, goods or energy, or strikes, blockades, lockouts, or other industrial conflicts, irrespective of whether or not the party to the agreement is a party to the conflict, as well as defects or delays in products from subcontractors due to the aforementioned circumstances, shall constitute force majeure events providing an entitlement to a necessary extension of time and release from sanctions. Such force majeure events shall be notified in writing to the other party without unreasonable delay after a party realised or should have realised that the force majeure event pertained.
- 17.2 Where performance of the agreement is prevented for a period in excess of six months due to such circumstances as stated in section 17.1, each party shall be entitled to terminate the agreement without being obliged to compensate for loss or otherwise.
- 18 **PERSONAL DATA**
- 18.1 The Supplier is liable for handling the personal data which the Customer has submitted to the Supplier through registering as customer and/or placing purchases online and/or through phone/fax/letter. Through doing any of these measures, the Customer accepts that the Supplier stores and uses the information to carry out its commitments and to give the Customer the best possible service and to send relevant market information etc.
- 18.2 As a consequence of this, the Supplier may transfer personal data to other companies in the Bergman & Beving Group, partners and suppliers, sometimes outside the European Economic Area. The personal data can also be used for marketing purposes.
- 18.3 The kind of personal data the Supplier stores and handles is typically name and contact information to persons at the Customer's who are authorized to place orders with the Supplier or carry out other actions required to fulfill the parties' business.
- 18.4 If the Customer wishes to take part of the information the Supplier handles regarding the Customer, or wishes to change personal data or wishes to be removed from the Supplier's registers the Customer is referred to contact the Supplier's customer service in which case the Supplier will do what the Customer requests. This right is also rendered to individual persons at the Customer's.
- 18.5 In addition to this, personal data is processed and handled in accordance with the Supplier's Privacy Policy available at the Supplier's website.
- 19 **APPLICABLE LAW AND DISPUTE RESOLUTION**
- 19.1 The applicable law on the parties' relation will be the substantive laws of the country where the Supplier is registered.
- 19.2 Any and all disputes arising between the parties will be determined by the courts of the state where the Supplier is registered.