

ASEPT GROUP GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General

The Terms and Conditions of Sale and Delivery ("Terms and Conditions") set forth below shall apply to all deliveries of products and other services provided by Asept International AB or any other company within the Asept Group (hereinafter referred to as "Supplier").

These Terms and Conditions are an integral part of the parties' separate contract or any other corresponding written agreement, such as offers, orders and order confirmation preceding the delivery (the "Agreement"). In the event of conflicts between the Agreement and these Terms and Conditions, the provisions of the Agreement will prevail.

The Supplier expressly objects to and rejects any different or additional terms included in the Customer's request for proposal or quotation, purchase order, web site, or other document. Any oral agreement that differs from the Agreement or these Terms and Conditions shall be legally valid only if confirmed in writing by the Supplier. The same shall apply to any ancillary agreements and undertakings by representatives and employees of the Supplier.

2. Offers and Conclusion of the Agreement

The Supplier's offers, quotations, responses to proposal and similar communications shall always be subject to change and non-binding, i.e., they shall constitute only a request to make an offer. Declarations of acceptance and any and all orders shall be legally valid only upon written acceptance by the Supplier or in the event of actual delivery. The scope and performance of the delivery shall be governed (to the extent available) by the order confirmation issued by the Supplier. Ancillary agreements, modifications and supplements shall be valid only if confirmed in writing by the Supplier. The same shall apply for any representations or warranties concerning specific qualities or otherwise. All orders are subject to credit approval by the Supplier.

3. Technical Information

Documents containing public statements, technical documents such as drawings, specifications, illustrations, and any information concerning measurements or qualities shall be for informational purposes only and shall not constitute a warranty as to specific qualities. Any express warranties shall be agreed in writing only and designated as such. All technical documentation shall remain the intellectual property of the Supplier and may be used only for the agreed purpose or the purpose stated by the Supplier.

4. Prices and Payment Conditions

All prices in the Agreement are exclusive of all sales tax, use tax, or any other taxes, duties, excises, customs, and similar charges of any government authority. These excluded costs shall be borne by the Customer. The payment shall be paid in the currency set out in the Agreement. The Supplier reserves the right to modify the prices in the Agreement accordingly if, following the formation of the Agreement, cost reductions or cost increases occur, for instance due to collective bargaining agreements or changes in the price of materials. Upon request, the Supplier shall provide reasonable proof thereof to the Customer. Any and all ancillary costs, e.g., packaging costs, costs for freight, insurance, export, transit, import or other approvals and certifications shall be borne by the Customer. The Customer shall render payment in accordance with the agreed payment conditions in the Agreement.

Unless agreed otherwise, the purchase price shall be due and payable thirty (30) days from the invoice date. Should the Customer fail to comply with the agreed payment conditions in the Agreement or these Terms and Conditions, the Supplier shall be released from its duty to deliver the products and/or the services. The default period starts from the date on which the relevant payment is due and payable.

The Supplier is not obliged to provide a default notice to the Customer. Further, should the Customer fail to comply with the agreed payment conditions, the Customer shall pay interest on the due and payable amount at a rate of one and one-half percent (1.5%) per month from the first date in the default period and reimburse the Supplier for all fees and costs of collection, incurred by the Supplier. Should the Customer fail to comply with the agreed payment conditions or any other obligation toward the Supplier, the Supplier may, after providing notice, repossess the product and exercise all remedies available according to applicable law. The Supplier has the right to request payment in advance or that the Customer provides other corresponding security, such as for example documentary letter of credit, before delivery, irrespective of the reason therefor.

5. Retention of title

The delivered products shall remain the property of the Supplier until full payment of any of the Supplier's claims out of or in connection with the Agreement has been made.

6. Delivery

Unless otherwise stated in the Agreement, the Customer shall bear all costs for transport and insurance. The latter applies even if transport and/or insurance is handled and obtained by the Supplier. The Customer shall also bear the risk involved in the shipment, should any damage not be covered by the insurance.

The Customer is obliged to make a visual control of the products upon arrival and immediately notify the Supplier in case there is damage to the products (or its packaging) or if any products are missing. Unless otherwise stated in the Agreement, all delivery dates given by the Supplier are best estimates and shall not be binding. However, if the Supplier anticipates that it will not be able to deliver the products and/or services at the estimated time of delivery, the Supplier shall notify the Customer thereof stating the reason and, if possible, the time when delivery can be expected.

The Supplier shall not be liable for any failure or in the performance of its obligations arising out of or caused by, directly or indirectly, forces beyond its control due to force majeure or other events that render performance difficult or impossible for the Supplier, including, without limitation, difficulties in procuring materials, operational disruptions, strikes, lock-out, shortages in personnel or transportation, war, acts of terrorism or corresponding grounds, including where these occur in relation to the Supplier's own supplier or sub-contractors. The Customer shall without undue delay be notified of non-availability of performance. Should the hindrance last for more than six (6) months, the Customer may in writing, after setting a reasonable grace period, cancel a purchase order. The Customer shall advise the Supplier of any local, statutory, or other provisions that concern performance of the deliveries or compliance with the safety and admission provisions.

7. Liability for defects

Should the products, as delivered, within one (1) year from delivery be shown to be defective due to defaults in material or manufacturing ("Warranty Period"), the Supplier undertakes, at its own option (i) to make a placement delivery, (ii) to repair or rework the products claimed to be defective or (iii) to accept return of such products and refund such proportion of the purchase sum received as corresponds to the returned products. The Supplier assumes no liability for defects as regards to layout and design of the products, unless expressly stated in the Agreement.

The Customer 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 Warranty Period. The Supplier is liable only for defect which appear under the conditions of operation provided for in the Agreement and under proper use of the

product. The Supplier's liability does not cover defects which are caused by faulty maintenance, incorrect use, or faulty repair by the Customer, or by alterations carried out without the Supplier's consent in writing. Finally, the Supplier's liability does not cover normal wear and tear or deterioration. Except as expressly specified above, the Supplier has no liability for defects in the products whatsoever and are under no circumstances responsible for any direct or indirect losses, damages or costs incurred by the Customer, including consequential damages.

8. General limitation of liability Notwithstanding any other limitation of liability mentioned in the Agreement including these Terms and Conditions, the Supplier's liability for damages under the Agreement shall be limited to the insurance compensation that can be obtained in accordance with the Supplier's each valid liability insurance.

9. Consequential losses

There shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contract or for any other consequential or indirect loss whatsoever.

10. Intellectual Property Rights (IPR)

IPR, such as design, trademark and other commercial marks, patents and patentable inventions, copyrights, and related rights of the product and/or service shall belong to and remain exclusively with the Supplier.

11. Confidential Information

All drawings, diagrams, specifications, and other materials furnished by the Supplier and identified as confidential relating to the use and service of articles furnished hereunder, and the information therein, are proprietary to the Supplier. Such materials have been developed at great expense and may contain trade secrets of the Supplier. The Customer may not reproduce or distribute such materials except to the Customer's employees who may use the articles as part of their duties, who need to know such information in order to perform such duties, and who are placed under confidentiality obligations that are substantially as protective of the Supplier's confidential information as provided by this section. All such materials relating to the articles supplied directly by the Supplier (except information as may be established to be in the public domain or disclosed pursuant to judicial or government action) shall be received in confidence, and the Customer shall exercise reasonable care to hold such information in confidence.

12. Applicable Law and Forum

The Agreement including these Terms and Conditions shall be governed by Swedish law. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration board shall consist of one arbitrator appointed by the Institute. The arbitration proceedings shall be conducted in the English language and take place in Malmö, Sweden.

ASEPT

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