

AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB – General Terms of Performance and Delivery

§ 1. General

1. As we exclusively enter into agreements with traders, these general terms and conditions apply only in relation to traders and not in relation to consumers.
2. These terms apply to all current and future business relationships between the parties.
3. Deviating, conflicting or additional terms, known or unknown, shall not form part of the agreement unless they have been accepted in writing.

§ 2. Conclusion of an agreement

1. Our quotes are not binding. An agreement first arises, except for special agreements, through a written order confirmation from AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB .
2. The conclusion of the agreement is conditional on our suppliers delivering the right goods on time. This only applies when we are not responsible for the non-delivery, especially if we have made a congruent cover purchase with our supplier. The customer must be informed immediately of the missed delivery. Funds paid must be repaid immediately.

§ 3. Reservation of ownership

1. The item remains our property until full payment has been made.
2. The customer must immediately inform us if any third party affects the product, e.g. by pledging, vandalism or destruction.
3. If the customer violates the agreement, especially in the event of delay in payments, we have the right to withdraw from the agreement and demand that the goods be returned to us.

§ 4. Prices

1. Prices are stated in SEK ex works excluding VAT, packaging, and shipping costs. Should order-related costs increase significantly after the agreement has been entered, the parties shall negotiate a price adjustment.
2. The customer undertakes to pay the purchase price within 30 days of receipt of the goods and invoice. After this time, the customer is in delay.
3. Interest on arrears is paid with the reference interest plus 8 percentage points. We expressly reserve the right to make a claim for compensation for further damage due to the delay.
4. In the case of agreements with more than four months' delivery time, we reserve the right to increase prices corresponding to any cost increases regarding salary and materials. Should the price increase exceed 5%, the customer has the right to terminate the agreement but before we had started the order in our factory. If we have started the order a payment for lost time in factory shall be invoiced to the customer.
5. The customer is only entitled to set-off if the customer's counterclaims have been granted by us or if they have been established in a final judgment or decision.
6. The customer is only entitled to exercise a right of retention if the customer's counterclaims arise from the same contractual relationship.

§ 5. Transport, passing of risk and deliveries

1. The risk for the goods passes to the customer when the goods have been delivered to the freight forwarder, carrier or other person who has to complete the transport.
2. Delivery is considered to have taken place even if the customer is in delay in receiving the goods.
3. Information on delivery time and delivery time is not binding unless otherwise expressly and in writing agreed.
4. The delivery time begins to run as soon as the parties have decided on all the details of the execution and the customer has provided all the information needed for the performance of the agreement.

5. If a binding agreement has been reached on delivery time or delivery time, the following applies. If we are temporarily unable to fulfill our obligation due to circumstances, with us or our subcontractors, which are beyond our control (force majeure), such as rebellion, strike or lockout, the delivery time and delivery time is extended by a period corresponding to the time for which the described disturbance is in progress.

6. Should AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB be in delay with the delivery through its own fault, the customer shall, except for statutory exceptional cases, be entitled and obliged to demand fulfillment within a reasonable time. If AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB does not deliver within this time, the customer is entitled to, within the framework of applicable law, withdraw from the agreement. The customer undertakes to, at the request of AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB and within a reasonable time, state whether he intends to exercise his right to withdraw from the agreement.

§ 6. Liability for defects

1. Any defects will be remedied by repair or replacement. AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB is free to choose the method of remediation.

2. If the remedy is not successful, the customer can either demand a reduction in the purchase price or terminate the agreement. The customer may not terminate the agreement in the event of minor deviations from the agreement, especially in the event of minor defects in the product. The customer must immediately, and no later than two weeks from receipt of the goods, notify us in writing of obvious defects in the goods, otherwise the right to make a valid claim is lost. It is sufficient that the message is sent in time to take the deadline into account. The customer has the burden of proof for all conditions for error claims, especially regarding the fact that an error exists, when the error has occurred and that the complaint has been made in due time. If the customer chooses to terminate the agreement due to a material or legal error after the remedy has failed, he has no right to damages or other compensation due to the error.

If the customer chooses to demand compensation for the defect after the remedy has failed, the customer retains the product in his possession to the extent that this can reasonably be demanded. The claim is limited to the difference between the purchase price and the value of

the defective item. However, this does not apply if the defect was caused intentionally or if special properties of the product are explicitly guaranteed.

3. If the customer does not complain within one year of receipt of the goods, the customer loses the right to invoke the defect.

4. For the nature of the goods, the agreement is exclusively what is stated in AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB's product description. No public statements, advertisements or other information constitute an agreed nature of the goods.

§ 7. Limitation of liability

1. In the event of damage caused by simple negligence (ie negligence that is not gross), our liability is limited to foreseeable, typical and direct damage to the product. This also applies to simple negligence on the part of our agents or legal representatives.

2. We are not responsible for damages due to breach of non-primary obligations under the agreement caused by simple negligence.

3. The limitations stated do not apply to claims due to product liability. Furthermore, the limitation does not apply to bodily and health injuries or deaths of the customer that is to be traced to us.

4. The customer's claim due to errors is statute-barred after one year. However, this does not apply if the damage was caused intentionally.

5. The customer is solely responsible for all use of the product. We are not responsible for the customer being able to use the product in the planned way.

§ 8. Final terms

1. German law applies to the agreement. International Purchase Law (CISG) shall not apply.

2. The court where AALBERTS SURFACE TECHNOLOGIES LÖDDEKÖPINGE AB has its seat shall have the exclusive right to hear all disputes that arise as a result of this agreement.

3. Should any provision of the agreement with the customer, including these general terms and conditions, be completely or partially invalid, this shall not affect the validity of other

provisions. The invalid provision shall be replaced by a valid provision corresponding to the common intention of the parties.

4. Our customers agree that we process, save, and evaluate data that we have received in connection with the business relationship in accordance with the Personal Data Act. Our personal data is processed in accordance with applicable law. We save and use our customers' personal data only to be able to handle orders and complaints. Personal data is not transferred to third parties. The customer has the right to information and to have saved data corrected, blocked for availability or deleted. Requests for this are sent to the following address: [loddekoping@aalberts-st.com].

Löddeköpinge, 03 September 2024