

## Tollco general delivery terms

### 1. Products

Products and new products marketed by Tollco are covered by the general delivery terms.

### 2. The Customer's legal position

The Customer is not entitled to represent or legally bind Tollco in any respect.

The Customer is responsible for maintaining their own appropriate liability insurance.

### 3. Local legislation

The Customer commits to ensuring that their handling, marketing and sale of the Products is in accordance with local legislation or local regulations at all times.

### 4. The Customer's orders

The Customer shall order the Products in writing. The order must specify the following: The Customer's organisation number, Contact person, Item number, Quantity, Price, Delivery address, desired delivery date.

The Customer's order is binding 24 hours after receiving order confirmation. Comments on order confirmation must be sent to Tollco in writing within 24 hours, after which no changes to or cancellations of placed orders are accepted.

### 5. Delivery times

Delivery times are stated in Tollco's order confirmation unless otherwise agreed.

Delivery times refer to the delivery date when the goods leave Tollco's loading dock.

### 6. Tollco's delivery capacity

Tollco is only obliged to deliver to the extent and at the time stated in the order confirmation.

### 7. Subdealers

The Customer shall not appoint subdealers, agents or other representatives without first obtaining Tollco's written approval. Approval may only be refused on objective and impartial grounds.

If such a representative is appointed, the Customer shall ensure that they act in accordance with the provisions agreed on by Tollco and the Customer in all respects. The Customer is responsible for the actions and failure to act of such a representative to the exclusion of all liability for Tollco.

### 8. Warranty

Tollco delivers products in accordance with Tollco Warranty and Complaints as well as AA VVS 09 and Almega Agreement 90 or later versions.

No returns are accepted beyond the scope of the above warranty and complaints.

### 9. Responsibility for Products

Warranty and complaints, see Tollco's Warranty – Complaint terms.

Tollco's liability does not cover defects caused by circumstances that have arisen after liability for the Product has passed to the Customer. This includes, e.g. defects caused by faulty maintenance or incorrect

installation from the Customer's side or the Customer's customer's side, alterations undertaken without Tollco's written consent, repairs performed incorrectly by the Customer and normal wear and tear.

Tollco shall, at their own risk and expense, either deliver a new defect-free Product or credit the Customer for the price of the defective Product, Customer's choice.

For replacement deliveries, Tollco is only responsible for transport to the delivery address specified in the agreement. For crediting and replacement delivery, Tollco is entitled to retrieve the defective Product upon request and at their own expense.

Replacement of defective Products shall occur as soon as possible after a complaint or at a time agreed on by the parties. If the replacement does not occur within the specified time, the Customer may demand credit instead.

The Customer shall complain about the defect without undue delay after the defect has been discovered and, in doing so, shall indicate whether the Customer is requesting replacement or credit. If the Customer has not stated what they are requesting, it shall be considered as only requesting credit.

Tollco does not pay compensation for exchange costs.

If the Customer does not complain within the specified deadline, they lose the right to make a claim due to the defect.

Tollco's responsibility for defects is limited to what is stated above, that which follows from the rules on cancellation and/or what follows from the 'Product Liability' section and the appendix 'Tollco Warranty and complaint terms'.

#### 10. Product liability

If the Products should cause damage or injury to persons or property belonging to the Customer or a third party, the Supplier's liability is limited to such types of damage or injury and loss and such amounts as are covered by the Supplier's liability insurance. The Supplier shall not have any liability whatsoever for damage or injury incurred beyond what is payable due to this insurance.

To the extent that product liability is imposed on Tollco through a third party, the Customer is obliged to hold Tollco harmless to the same extent as Tollco's liability towards the Customer is limited above.

Tollco is responsible for maintaining product liability insurance in the amount and scope customary for the industry.

If a third party makes a claim against Tollco or the Customer for compensation for damage or loss as referred to in this section, the other party shall be notified of this immediately.

Warranty and complaints, see Tollco's Warranty – Complaint terms.

#### 11. Intellectual property rights

The Customer shall use Tollco's trademark when marketing the Products.

In addition, the Customer is entitled to use their own trademarks when marketing the Products.

As far as Tollco knows, neither Tollco's trademarks nor the Products infringe on patents or other intellectual property rights belonging to third parties.

#### 12. Infringement of intellectual property rights

Tollco has the right but no obligation to defend their trademarks and other intellectual property rights within the Area as well as intervene against third parties who infringe on Tollco's rights. In the event Tollco

chooses not to defend its intellectual property rights or intervene against third parties in the event of an alleged infringement, the Customer is entitled to do so at their own expense and with Tollco's consent. The Supplier shall then assist the Customer to a reasonable extent and for compensation, but without obligation to become a party in the proceedings or to be held liable for legal costs. In the event the Customer chooses to bring an infringement case or defend Tollco's rights, compensation in connection with such a process shall accrue to the party who conducted the process.

### 13. Delivery terms

Delivery of Products in accordance with EXW INCOTERMS 2010, exclusive of VAT.

### 14. Payment

The Customer shall normally pay for ordered Products no later than thirty (30) days after the invoice date. Payment shall be paid to the bank account specified in the invoice. All payments for delivered Products shall be made in Swedish kronor unless otherwise agreed.

### 15. Late payment

In the event of late payment, penalty interest shall be paid at an interest rate that exceeds the reference interest rate in accordance with the Swedish Interest Act (1975:635) by twelve (12) percentage points.

In the event of repeated late payments or isolated significantly late payments, the Supplier is entitled to either cease delivery until payment is made and satisfactory security has been provided for payment for future deliveries, or terminate the agreement with immediate effect via written notice, Supplier's choice. Upon termination, Tollco is entitled to compensation for damages suffered in accordance with what is stipulated in this agreement under Compensation for Damages.

### 16. Alteration of Products

The Customer may not make any technical or design changes in or on the Products or in their function. Nor may they remove or change any trademark, trade name, sign or other marking regarding the Products or the Products' packaging other than when required by local law.

### 17. Training

The Customer's staff shall have the qualifications and training required to market, sell and install the products in a professional manner.

### 18. Applicable law

Swedish law shall apply to deliveries from Tollco AB without observance of its rules on international private law.

### 19. Disputes

Any disputes that arise shall primarily be resolved through negotiation between the parties. A party wishing to convene such a negotiation shall send a written request for this to the other party.

If agreement cannot be reached within three (3) months of the party convening negotiations, the dispute shall be finally settled through arbitration proceedings administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).

The Rules for Simplified Arbitration shall apply unless the SCC decides that the Arbitration Rules shall apply due to the complexity of the issue, the value of the dispute or other circumstances. In the latter case, the SCC shall also decide whether the arbitration panel shall consist of one or three arbitrators.

The location of the arbitration proceedings shall be Stockholm.

The language for the proceedings shall be Swedish unless the parties agree on another language.

20. In cases where separate customer agreements are prepared, they take precedence over Tollco's general delivery terms.