

Terms of Sale

Terms of delivery for ProfilGruppen Extrusions AB

Application

1. These terms of delivery apply unless the parties have agreed otherwise.
2. If the agreement refers to successive deliveries, each delivery shall be considered as a standalone sale.

Quantity and characteristics

3. The goods must meet the agreed specifications regarding dimensions and quality. The delivery may deviate from the ordered quantity by a maximum of twenty (20) per cent.

Price and payment

4. The seller's quote is valid for one (1) week from the date it is provided. The price is based on the current price of raw materials and the seller reserves the right to adjust the price by an amount corresponding to the change in the price of the raw materials after the quote is provided.
5. Payment must be made within thirty (30) days of the invoice date. In the event of late payment, penalty interest is calculated at one and a quarter (1.25) per cent per month from the due date until payment is made in full. The buyer may not set off any counterclaims against the seller's receivables/ invoices issued under this agreement.
6. The delivered goods remain the property of the seller until payment is made in full and for this reason shall be kept separate from other goods. The seller reserves the right to, if necessary, demand security for payment.

Delivery

7. The delivery clause shall be interpreted according to the Incoterms in force at the time the agreement is signed. Unless specifically agreed otherwise, the delivery shall be ex works.
8. If the seller is unable to deliver on time, the seller shall notify the buyer of this as soon as possible and indicate when delivery is expected to take place.
9. If the buyer cannot take receipt of the goods on the agreed date, the buyer shall notify the seller of this as soon as possible and indicate when receipt of the goods can take place. The seller shall store the goods at the buyer's risk and expense and the buyer shall pay as if the goods have been delivered and receipt taken of them on time.
10. If the buyer does not take receipt of the goods on the agreed date, the seller is entitled to require the buyer to take receipt of the goods within a reasonable deadline. If the buyer does not take receipt of the goods within the deadline, the seller may terminate the part of the agreement concerning the non-received goods. In such cases, the seller is entitled to compensation for any losses the seller incurs.

Liability for defects

11. The seller is responsible for, by means of replacement or repair, remedying defects in the goods due to faulty design, materials or workmanship (defects), as well as for paying for and taking on the risk of transporting the goods in connection with replacement or repair.
12. The seller's liability as described above is valid for one (1) year from delivery.
13. The seller's responsibility does not cover defects caused by materials provided by the buyer or the design prescribed or specified by the buyer. Nor is the seller responsible for ensuring that the goods are suitable for a particular purpose.
14. The seller's liability is limited to defects that occur under circumstances which could have been

foreseen by the seller. The seller is not liable for defects caused by circumstances that arose after the risk for the goods passed to the buyer if the defect is not due to the reasons set out in section 11. This liability does not cover defects caused by faulty maintenance, incorrect installation, repairs carried out by the buyer or by normal wear and tear.

15. Upon receipt of the goods, the buyer shall immediately inform the seller of defects which the buyer noticed or ought to have noticed. Complaints about defects cannot be made more than twelve (12) months after delivery. A claim that is made too late results in the buyer losing their right to claim the goods are defective.

16. If the remedying of defects requires intervention in something other than the goods in question, the buyer is responsible for the work and costs of this intervention. The buyer shall also bear the additional costs of remedying defects caused by the goods not being in the place of delivery.

17. If the seller does not fulfil their obligations under section 11 within a reasonable period of time, the buyer is entitled to ask for a price reduction in proportion to the reduced value of the goods, although no more than 15 % of the agreed price.

18. If the buyer makes a claim pursuant to section 15 and there appear to be no defects for which the seller is liable, the seller is entitled to compensation for the work and the costs incurred as a result of the buyer's claim.

Contract work

19. The buyer is responsible for the technical information/data provided by the buyer for the seller's manufacturing of goods on the buyer's behalf not infringing any third party's intellectual property rights. Should claims based on such an infringement be made against the seller, the buyer shall provide all necessary assistance when requested to do so. The buyer shall also compensate the seller for all costs and for any damages that may affect the seller in connection with an infringement action.

20. The seller is responsible for any tool that has been developed in order to manufacture profiles on the buyer's behalf being in good working order. The seller is responsible for storing and maintaining the tool at the seller's own expense. The tool will be used exclusively to manufacture profiles for the buyer. If the tool is not used for three (3) years, the seller will scrap the tool.

Product liability

21. The buyer shall indemnify the seller to the extent the seller is held liable to a third party for damages or loss for which the seller is not liable to the buyer in accordance with section 22 below.

22. The seller is not responsible for damage

- a) the goods cause to movable or immovable property or the consequences of such damage, if the damage occurs when the goods are in the buyer's possession, or
- b) to products manufactured by the buyer or to products in which the buyer's products are a component. The above limitations in the seller's liability do not apply if the seller is guilty of gross negligence.

23. Should a third party make a claim for compensation for damage or loss in accordance with sections 21-22 above against one party, the other party shall be notified of this in writing immediately. The seller and the buyer are obliged to attend the court or arbitration board examining claims for compensation against either of them, provided that the claim is based on damage or loss allegedly caused by the delivered goods. However, the relationship between buyer and

seller must always be settled by arbitration in accordance with section 26.

Liability; force majeure

24. The seller's liability for defects is limited to that specified in sections 11-18. These limitations of the seller's liability apply to every loss that any defect or delay in delivery or failure could cause, for example, lost production, lost profits and other consequential loss. However, the limitation of liability does not apply if the seller is guilty of gross negligence.

25. The following circumstances constitute a force majeure situation if they mean that the fulfilment of the agreement is prevented or becomes unreasonably burdensome, provided that their impact could not be anticipated when the agreement was made: labor disputes and any other circumstances over which the parties have no control, such as fire, war, mobilization, requisition, confiscation, trade and currency restrictions, insurrection or riot, shortage of transport means, general shortage of goods, machinery or tool failure, and faulty or delayed deliveries from subcontractors, caused by such force majeure situations. Either party is entitled to terminate the agreement by written notice to the other party, if the fulfilment of the agreement is delayed by more than six months due to any of the force majeure situations outlined above.

Disputes and applicable law

26. Disputes arising from this agreement shall be finally settled by arbitration under the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

27. Disputes arising from the agreement shall be subject to the law of the seller's country.

In force from 1 July 2022