

# GENERAL TERMS AND CONDITIONS OF SALE - MICOR AB

## 1 GENERAL

These general terms and conditions of sale ("GTC") specifies the terms and conditions under which Micor AB, registration no. 556557-7862 ("Micor") will deliver products (the "Products") to a reseller/dealer (the "Dealer") for the Dealer to resell/distribute to its customers, as agreed or specified in a confirmed Purchase Order (Order Confirmation) from Micor referring to these GTC's. An Order Confirmation together with these GTC and other referred to appendices are hereinafter all together defined as the "Agreement". In the event the Dealer refers to its own conditions of sale and such conditions are in conflict with any provisions in these GTC's or the Agreement, these GTC's shall supersede the Dealer's own conditions regardless of whether Micor previously has objected to the Dealer's conditions or not.

## 2 DELIVERY AND DELAY

- 2.1 Micor shall deliver the Products in accordance with the delivery dates/periods and/or time schedules stipulated by the Agreement.
- 2.2 Micor shall use its best efforts to ensure timely deliveries, however delivery times are to be understood as approximate and never binding. Micor shall notify the Dealer in writing of any anticipated material delay in meeting the estimated delivery dates/periods, stating the reasons for the delay and its best estimate of when the delivery can be made. No specific remedies are available to the Dealer in the event an estimated delivery date/period is not met.
- 2.3 Unless otherwise explicitly agreed in the Agreement, delivery of Products shall be made EXW Industrigatan 10, Laholm, Sweden (Incoterms 2020). If the Dealer for any reason shall return any Products to Micor such Products shall be delivered DDP to the above stated address (Incoterms 2020).

## 3 PURCHASE ORDERS AND ORDER OF PRIORITY

- 3.1 The Dealer shall purchase the Products by placing separate written purchase orders specifying the Products ordered ("Purchase Order"). No contract of sale shall arise, except by Micor's written acceptance/approval of each purchase order ("Order Confirmation"). Notwithstanding the provisions in the Purchase Order, each contract of sale shall be subject to the terms contained in this Agreement.
- 3.2 In the event of conflicting information in the different Agreement documents, the documents shall have the following order or priority: 1) Order Confirmation, 2) these GTC's, and 3) other appendices (e.g. Product specifications/data sheets).

## 4 RESELL OF PRODUCTS AND LEGAL STATUS

- 4.1 The Dealer shall buy the Products as an independent contractor and shall sell the Products in its own name, for its own account and on its own risk.
- 4.2 Neither Party shall have any authority to act on behalf of the other Party in any matter whatsoever, or to bind the other Party in any other way without the other Party's prior written consent.
- 4.3 Neither Party shall be liable or responsible for any acts or defaults of the other Party or its employees or agents.
- 4.4 The Dealer represents and warrants that the Dealer 1) is not, has not been and will not be a Listed Person; and 2) shall not, in the course of performing under the Agreement and/or distributing the Products (i) conduct any business activity, directly or indirectly, with any Listed Person, including by supplying or purchasing items sourced from a Listed Person, and (ii) conduct any business activity prohibited or restricted under trade sanctions or export control laws applicable to the Dealer, or (iii) engage in any transaction that evades or attempts to violate restrictions under any trade sanctions or export control laws applicable to the Dealer.

With "Listed Person" means (i) any individual, company, entity or organization designated for or subject to trade sanctions or export control restrictions on a list published by the EU, US, UN or other relevant country or authority, or otherwise subject to such trade sanctions or export control restrictions, and (ii) companies, entities or organizations that are owned 50 % or more by any combination of persons stated in item (iii) or controlled by such persons.

## 5 DEFECTS IN PRODUCTS

- 5.1 If the Products do not conform with product specifications/data sheets stipulated by Micor, Micor shall remedy and correct (or if applicable, replace the Products) such non-conformity or fault at its own cost and expense upon written notice from the Dealer describing the defect or non-conformity. The remedies stipulated by this section 5.1 are the exclusive remedies available to the Dealer in event of defective Products.
- 5.2 In order for Micor to be liable for a defect, the Dealer shall notify (including description of defect and sample) Micor of any defects in the Products no later than 15 days from the date when the Dealer discovers or should have reasonably discovered a defect in the Products. Micor is liable for defective Products notified by the Dealer within one (1) year from the delivery date.

## 6 PRICES AND PAYMENT

- 6.1 The Dealer shall pay the prices specified in the Agreement. Payment shall be made according to the payment terms in the Agreement. In case of late payment, Micor may charge interest in accordance with applicable law.
- 6.2 All prices and fees and other remuneration under the Agreement shall be excluding VAT or other similar local taxes.

## 7 IP, OWNERSHIP

- 7.1 All right, title and interest in any intellectual property rights in or to the Products, shall belong to Micor and the Dealer acquires no rights whatever nature under this Agreement to any intellectual property rights in the Products.
- 7.2 Each Party shall without undue delay inform the other Party if it has reason to believe that the Products infringe third-party intellectual property rights or that an infringement of Micor's intellectual property rights may take or has taken place.
- 7.3 The ownership of the purchased Products shall pass to Dealer upon full payment.

## 8 TRADEMARKS AND MARKETING

- 8.1 Any logotypes and trademarks of Micor and its affiliates shall be the sole property of Micor and/or its affiliates (as the case may be) and may only be used by the Dealer when marketing, selling and distributing the Products to its customers. The Dealer's use of Micor's logotypes and trademarks shall always be in strict compliance with the explicit instructions and requirements of Micor as communicated from time to time.
- 8.2 The Dealer shall independently, at its own cost, market and promote the sales of the Products. The Dealer shall in its marketing of the Products comply with Micor's guidelines and instructions. All marketing materials are subject to Micor's prior written approval, which shall not be unreasonably withheld.

## 9 LIMITATION OF LIABILITY

- 9.1 Neither Party shall be liable for any indirect and/or consequential loss or damage, including loss of profit or loss of goodwill or loss of business opportunity.
- 9.2 Micor's maximum aggregate liability for any and all claims under or relating to this Agreement shall be limited to the total amount actually paid by the Dealer under the relevant Agreement based on which the liability arose.

## 10 PREMATURE TERMINATION

- 10.1 If a party breach any of its obligations under the Agreement, the other party may by written notice to the breaching party terminate the Agreement partly or in its entirety with immediate effect, provided (i) that the breaching party has failed to cure the breach within 14 days after written notice of the breach, or (ii) if the breach is of material and essential importance to the affected party. A party's right to terminate with immediate effect shall also apply if the other party should enter into liquidation, become insolvent or similar.
- 10.2 All documents and materials related to the Products, as well as any document or information provided or owned by Micor, shall be returned to Micor upon request.

## 11 FORCE MAJEURE

- 11.1 A party shall be discharged from liability for a failure to perform an obligation under the Agreement due to a circumstance beyond the party's control provided that the affected party immediately gives written notice to the other party of such event.
- 11.2 If performance of significant parts of the Agreement is prevented for more than 3 months due to a force majeure event, the other party shall be entitled to terminate the Agreement with immediate effect. Neither party shall have any liability to the other party as a consequence of such termination.

## 12 CONFIDENTIALITY

A receiving party shall keep all information, e.g., information relating to a party's business operations and know-how, disclosed by the other party, in confidence ("Confidential Information") and may only use such Confidential Information only for the purposes set out in the Agreement and not disclose such Confidential Information to third parties without the disclosing party's consent. The existence or contents of any judgment or decision relating to a dispute or arbitration is always considered to be Confidential Information.

## 13 MISCELLANEOUS

- 13.1 The Agreement constitutes the entire agreement between the parties regarding all the issues set forth in the Agreement. Any and all written or verbal undertakings or agreements prior to the Agreement are substituted by the Agreement.
- 13.2 Any amendments to the Agreement shall, in order to be binding, be made in writing and duly executed by both parties hereto.
- 13.3 Each party shall at all times carry and maintain liability insurance coverage to cover its business operations and respective obligations under the Agreement.
- 13.4 The Parties shall at all times comply with applicable data protection laws and regulations and shall, if applicable, enter into a data processing agreement provided by Micor.

## 14 DISPUTES AND GOVERNING LAW

- 14.1 The Agreement shall be governed by Swedish law, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 14.2 Any dispute, controversy or claim arising out of or in connection with these GTC or the Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by expedited arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute (the "SCC Institute"). The seat of arbitration shall be Halmstad, Sweden and the language to be used in the arbitral proceedings shall be English.