

General Terms and Conditions

1. Applicability

These general terms and conditions apply to all agreements on the purchase of goods between SALINITY AB or its related companies (the "Seller") and the buyer of the goods (the "Buyer"). These general terms and conditions apply instead of the Buyer's possible purchase terms and conditions or other similar documents.

Deviations from these general terms and conditions must be approved in writing by the Seller in order to be valid.

2. Conclusion of agreement

Binding agreements on the delivery of goods only arise after written order confirmation has been provided by the Seller. All quotations are valid for thirty (30) days from the date of issue, unless another time has been specified by the Seller.

3. Product information, price lists and product suitability

Information in product information and price lists are not binding on the Seller and may not be invoked by the Buyer, unless they form part of the final Agreement and have been explicitly specified there. The Buyer is responsible for ensuring that the product is suitable for the Buyer's intended use.

4. Delivery and delivery time

If a delivery clause has been agreed, it must be interpreted in accordance with the latest version of INCOTERMS applicable on the date of Agreement. If no delivery clause has been agreed, the delivery is considered to take place excluding loading, FCA, Magasinsvägen 4, Falkenberg. Unless otherwise agreed, unloading shall take place on weekdays between 07:00-15:30.

If the delivery time is stated as a certain time period, it shall be calculated from the latest of the following times:

- a) the date on which written order confirmation was submitted by the Seller, or
- b) the date on which the Seller, in accordance with the Agreement, receives such payment that is to be paid before delivery begins.

Delivery shall be deemed to have taken place on time if the goods, within the agreed delivery time, are held available for the Buyer, or the Seller has notified the Buyer that the goods are made available for collection or inspection. If a delay in delivery occurs due to any circumstance on the part of the Buyer or such a circumstance which according to clause 11 constitutes a valid ground for exemption, the delivery time shall be extended by a reasonable time.

5. Buyer's delay

Should the Buyer discover that a delivery cannot be received on the agreed delivery date, or should it seem likely that the Buyer cannot receive a delivery on the agreed delivery date, the Buyer shall immediately notify the Seller in writing, stating the cause for the delay and its best estimate of when receipt can be made.

If the Buyer fails to receive the goods on the agreed delivery date, the Buyer is nevertheless obliged to make payment in accordance with the Agreement, as if the goods had been delivered.

Unless the Buyer's delay in receiving the goods is a consequence of circumstances attributable to the Seller or such a circumstance which according to clause 11 constitutes a valid ground for exemption, the Seller has the right to terminate the Agreement in respect of such part of the goods not received by the Buyer and from the Buyer receive compensation for any damage that the Buyer's failure to receive the goods has caused the Seller.

6. Seller's delay

Should the Seller discover that the agreed delivery date cannot be met, the Seller shall as soon as possible notify the Buyer and, if possible, give estimate of when delivery can be made.

If the Seller does not deliver the goods within the agreed delivery time and this is not due to any circumstance on the Buyer's side or such circumstance, which according to clause 11 constitutes a valid ground for exemption, the Buyer has the right, upon written notice, to demand delivery within a reasonable period of time. If the Seller does not deliver within the time limit and if the delay is of significant importance to the Buyer, the Buyer has the right to terminate the Agreement, upon written notice, as regards the part of the goods that cannot be taken into intended use. The Buyer is not entitled to damages due to the delay. Apart from termination under this section, the Buyer is not entitled to make applicable claims due to the Seller's delay.

7. Delivery in lots

If the Agreement includes delivery in lots, each lot shall be regarded as an independent sale. The Buyer is therefore not entitled to terminate the Agreement in the event of a delay in partial delivery or a defect or deficiency of partial delivery. If delivery is postponed as a result of circumstances specified in clause 11, the Seller has the right to postpone subsequent deliveries to a corresponding extent.

8. Prices

If price has been agreed, and if before delivery (i) a change in exchange rates, raw material prices, taxes, duties, fees or other similar charges affecting the Seller's calculation of the price, or (ii) an increase in the Seller's costs for fuel surcharge or an increase in other logistics costs take place, the Seller has the right to adjust the price to the corresponding extent without written notice to the Buyer.

Unless otherwise agreed, the Seller has the right to charge an administrative fee when order is placed via telephone.

Unless otherwise stated by the Seller, all prices are exclusive of VAT.

9. Payment

Unless otherwise agreed, payment shall be made no later than ten (10) days after the date of invoice. Payment is deemed to be made when full payment is held available for the Seller.

If the Buyer does not pay within the time as stated above, or within another time that the parties have specifically agreed on, the Seller is entitled to default interest on the due capital amount from the due date in accordance with the Swedish Interest Act (*Sw. Räntelagen 1975:635*).

If the Seller, before delivery, is given reasonable reason to assume that the Buyer will not fulfil payment, the Seller is entitled to require adequate security. If the Buyer does not grant security approved by the Seller, the Seller is entitled to retain possession of the goods until adequate security has been granted, or terminate the Agreement.

If the Buyer does not make timely payment, the Seller may, upon written notice, demand payment within a specified period of time. If the Buyer does not make payment during this time, the Seller may terminate the Agreement notwithstanding that the goods are in the Buyer's custody.

The buyer does not have the right to resell the product until full payment has been made. Delivered goods remain the property of the Seller until full payment has been made, to the extent such reservation of title is valid by law.

In addition to interest, the Seller is entitled to damages in respect of loss suffered as a consequence of delayed payment or non-payment.

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10. Liability for defects

If the delivered goods deviate from written agreed specifications or applicable Swedish legislation or government regulations or if the delivery contains deficiency with respect to the agreed quantity, the Seller shall, at its own choice and own expense, either deliver substitute/additional goods or refund a part of the purchase price corresponding to the value of the defective or deficient goods.

The Buyer must notify the Seller in writing of any defects or deficiencies in the delivered goods within seven (7) calendar days from the time the goods have been received. If the Buyer fails to do so, the Buyer has lost the right to claim the defect or deficiency. The written notice shall be specified and state the defect or deficiency as well as the time for delivery of the defect or deficient goods.

The Seller is entitled to inspect the allegedly damaged or deficient goods. If, in the event of defect or deficient goods, and the Seller accepts to deliver new goods, the Buyer shall, upon the Seller's request, return the defect or deficient goods, whereby the Seller shall pay for shipping. The Buyer undertakes to follow the Seller's instructions on how the shipping of the returned goods shall be made.

Under the provisions set out above, and provided that the defect or deficiency is of material importance for the Buyer and the Seller realised or should have realised this, the Buyer may, upon written notice, request the Seller to rectify the defect or deficiency in accordance with first subparagraph in this clause within reasonable time. If the Seller fails to rectify the defect or deficiency within the stipulated time and this is not due to any circumstances attributable to the Buyer or circumstances which according to clause 11 constitutes a valid ground for exemption, the Buyer has a right to terminate the Agreement with respect to the part of delivery which, caused by the Seller's failure, cannot be used as intended. The Buyer has no right to claim damages because of the defect or deficiency.

The Seller is responsible for personal injury and property damage caused by the Seller's goods only to the extent required by mandatory legislation on product liability. The Seller shall under no circumstances be liable to Buyers or any other persons for any and all losses incurred in relation to product recalls or similar procedures.

Other than stated above, the Seller has no liability for any defect or deficiency in delivered goods or for neglected replacement of defect or deficient goods.

Regardless of what is stated elsewhere, the Seller's total liability shall be limited to the lowest amount of the sales price and five (5) times the price base amount (*Sw: prisbasbelopp*), as applicable from time to time.

11. Grounds for exemption (Force Majeure)

The occurrence of the following circumstances shall constitute ground for exemption if the circumstance impedes the performance of the Agreement or causes the performance to be unreasonably burdensome: labour dispute and every other circumstance beyond the parties' control such as fire, flood or other natural disasters, war, epidemic, authority decision, mobilisation or military invitations of the corresponding extent, requisition, embargo, exchange restrictions, insurgency or riot, shortage of transportation, general shortage of goods or raw material and defect or delayed deliveries from subcontractors, if the defect or delay has its ground in any event aforementioned in this clause. The aforementioned circumstances constitute grounds of exemption only if their impact on the fulfilment of Agreement could not have been foreseen when the Agreement was entered into.

A party who wishes to assert a ground for exemption as described above shall, without delay, notify the other party in writing of the origin of the ground for exemption. When the ground for exemption has expired, the other party shall be notified without delay. If the ground for exemption does not expire within two (2) months, the party who is not prevented from performing under the Agreement has the right to terminate the Agreement by written notice thereof to the other party.

12. Limitation of liability

The Seller is not responsible for the Buyer's or third party's damage beyond what is expressly stated in these general terms and conditions. The Seller is never liable for indirect loss, consequential damages of any kind, loss of production, loss of profit, lost sales or other financial consequential loss.

13. Confidentiality

The Buyer undertakes, during the term of the Agreement and for a period of five (5) years thereafter, to treat information about the existence of, the object of or the content of these general terms and conditions as confidential. However, this clause shall not restrict or prevent the Buyer from disclosing confidential information about and to the extent (i) required by law, or (ii) it has been approved in writing in advance by the Seller.

14. Assignment

The Buyer may not, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these general terms and conditions without the Seller's prior written notice.

15. Notices

Should a party fail to give written notice when such notice shall be given according to these general terms and conditions or the Agreement between the Seller and the Buyer, the failing party shall pay compensation for any direct additional costs caused by the failure to give notice.

Notices sent by registered mail shall be considered received two (2) days after the date of dispatch. If the notice has been sent by e-mail, the notice shall be considered received upon dispatch, if the receipt is duly confirmed. If notice is sent by courier, it shall be considered received at delivery.

16. Governing law and disputes

Swedish law shall apply to these general terms and conditions between the Seller and the Buyer.

Disputes that arise in connection with these general terms and conditions shall be finally settled through arbitration proceedings administered by the Stockholm Chamber of Commerce's Arbitration Institute (SCC).

The Rules for Expedited Arbitration shall apply if the disputed value is less than SEK 100,000 and if the disputed value amounts to SEK 100,000 or more, Arbitration Rules shall apply. The arbitral tribunal shall consist of one arbitrator if the disputed value amounts to more than SEK 100,000 but less than SEK 10 million. If the disputed value amounts to SEK 10 million or more, the arbitral tribunal shall consist of three arbitrators. The disputed value includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

The place of arbitration shall be Gothenburg. The language to be used in the arbitration shall be Swedish.

Arbitration called for in connection with these general terms and conditions shall be confidential. Confidentiality includes all information that emerges during the proceedings as well as the initiation of arbitration as well as decisions or arbitration awards issued in connection with the proceedings. However, this paragraph shall not restrict or prevent a party from disclosing confidential information about and to the extent (i) required by law or the exchange rules applicable to the party, or (ii) it has been approved in advance by the other party.