

## TILLQUIST GROUP – TERMS AND CONDITIONS OF SALE

### Applicability

For offers, quotations, orders, and deliveries of products from Tillquist Group AB (556125-1942) ("Supplier"), General Conditions NL 17 ("NL 17") with additions and clarifications as set out below (these "Terms and Conditions of Sale") apply unless otherwise agreed with the customer (the "Customer"). This means i.a.:

- FCA (Free Carrier) Kista, however, the Supplier books freight unless otherwise agreed.
- Payment in advance or 30 days net upon approved credit check.
- Interest on late payment according to the Swedish Central Bank +8% from due date.

Any deviations from these provisions must be agreed in writing to be valid.

These Terms and Conditions of Sale, together with NL 17, quotation, order, and order confirmation, constitute the entire agreement ("Agreement") between the Supplier and the Customer. The Customer's terms and conditions, printed on orders or otherwise communicated to the Supplier, shall not form part of the Agreement.

### Orders and order confirmation

The Supplier becomes bound by an order from the Customer ("Order") once it has been accepted and the order confirmation has been sent to the Customer ("Order Confirmation"). Order Confirmation is normally sent within five (5) business days of receipt of the Order, by email or post.

The Supplier reserves the right to correct errors in an Order Confirmation. In the event of any errors or deviations in the Order Confirmation, it is the responsibility of the Customer to provide notice of such errors or deviations in writing to the Supplier within two (2) business days from receipt. Failure to provide such notice within the specified time means that the Customer has lost its right to object to the Order Confirmation, including these Terms and Conditions of Sale.

### Prices

Agreed prices are stated in SEK, excluding VAT and other fees unless otherwise stated. Prices are quoted in sales units, unless otherwise stated. Shipping and packaging are not included in the stated product prices.

Prices quoted in offers or quotations are valid for 30 days unless otherwise agreed in writing. Prices quoted in price lists are valid for a maximum of six (6) months from the date indicated, unless otherwise agreed in writing.

The Supplier reserves the right to adjust the prices in the Order Confirmation when invoicing due to circumstances beyond the Supplier's control in the following cases: a) Changes in the exchange rate as described in the *Currency Clause* section below, b) Changes in the cost of purchased materials and/or components and/or products as described in the *Price Change* section below.

For Orders below a total order value of SEK 1 000, the Supplier is entitled to charge a small order fee of SEK 250.

### Currency Clause

In the case of sales with a currency clause, the following applies: Quotation or Order Confirmation indicates the relevant currency and the base rate. Invoicing rate is the exchange rate on the date of invoicing. The source of the invoicing rate is the Swedish Central Bank' exchange rate, which is published on the bank's website. For the calculation of the currency-adjusted invoice amount, the following principles apply:

1. If the invoicing rate is higher than the base rate, the invoice is adjusted if the difference is 1.0% or more. Amounts less than 250 SEK are not adjusted.
2. If the invoicing rate is lower than the base rate, a deduction is made if the difference is -1% or more. Amounts less than 250 SEK are not adjusted.

Difference in % is calculated as follows (invoicing rate/base rate -1) X 100 = Difference in %.

### Price Change

The Supplier reserves the right to adjust the price of confirmed but not yet invoiced Orders, if the reason for the price adjustment is due to factors beyond the Supplier's control. Factors affecting prices include changes in the cost of purchased materials, components, products, fuel, energy, customs and freight. If the Supplier is forced to adjust the price of a confirmed but not yet invoiced Order, the Supplier shall inform the Customer in writing by e-mail.

### Shipping

Delivery shall be made by the Free Carrier (FCA) Kista, Sweden; however, the Supplier shall book freight unless otherwise agreed. Shipping fee will be charged to the recipient.

The delivery date is the date on which the product is available for transport from Kista.

### Terms of Payment

In accordance with paragraph 20 of NL 17, the parties have agreed that payment in full shall be made in advance or, after a credit check, against an invoice 30 days net. Remarks on invoices must be made within five (5) business days from the date the invoice is issued.

### Digital Solutions

The Supplier offers digital tools to help users save time, improve quality, optimize design, construction solutions or configurations of devices. These tools may consist of

online or stand-alone software for technical designers, installers, procurement, etc. This software, and all associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall hereinafter jointly be defined as the "Digital Solutions".

The Customer acknowledges that Digital Solutions are owned and provided by the Supplier. The Supplier is responsible for the maintenance and management of the Digital Solutions, whether directly or through sub-suppliers. The Supplier remains the supplier of all services related to Digital Solutions.

The Customer acknowledges that all the intellectual property rights contained in the Digital Solutions belong to the Supplier, that the Customer may only use Digital Solutions in accordance with the Agreement and that Customer may not sub-assign rights to Digital Solutions.

The Customer acknowledges that Digital Solutions are not part of the Product (as defined in NL 17 paragraph 1) and that Digital Solutions are only an auxiliary tool and that the Supplier therefore shall not be held responsible for any errors in the Digital Solutions or damage and costs caused by the Digital Solutions.

### Intellectual Property Rights

Each party shall continue to own all its intellectual property existing at the time of entering into this Agreement. In addition, each party shall own all rights, including ownership and interests, in intellectual property that it independently develops during the term of the Agreement.

"Intellectual Property" includes trademarks, trade secrets, copyrights, registered and unregistered design rights, drawings, designs, diagrams, specifications, plans, and any documents or materials and any designs therein, concepts, data, developments, improvements, information, inventions, processes, techniques, technology, tools, software and digital solutions.

The Supplier obtains and retains all rights, including ownership and interest, to intellectual property developed exclusively and specifically in accordance with an Order Confirmation.

### Complaints and remediation of defects

Notices of defects must include a reference to the order number of the Supplier.

The parties agree that it is more appropriate for remediation according to NL 17 paragraph 29, second paragraph, to take place after the Product has been returned to the Supplier and thus should not be carried out where the Product is located. The Customer shall contact the Supplier to agree on a return and thereby obtain a return number. In the case of returns, the return number shall be clearly stated on the shipping documents, and a copy of the invoice shall be attached. The Supplier is not responsible for non-agreed returns or returns that do not have a return number.

NL 17 paragraph 33 applies also in relation to Products returned in accordance with the above.

In the event that the Supplier has not received a defective Product or part of the Product in return 30 days after the Supplier has replaced the Product or part of the Product, the Supplier reserves the right to invoice the Customer for the replaced Product or part of the Product and to close the complaint case.

### Dispute

In the event that disputes arising out of the Agreement and anything related thereto are to be settled by arbitration in accordance with NL 17 paragraph 48, the SCC Rules for Expedited Arbitrations shall apply unless the SCC determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the SCC Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of the arbitration shall be Stockholm. The language of the procedure shall be Swedish.

### Other

These Terms and Conditions of Sale supplement NL 17. In the event of any conflict between any provision of NL 17 and any provision of these Terms and Conditions of Sale, the provision of these Terms and Conditions of Sale shall prevail. Otherwise, NL 17 will continue to apply unchanged.

The relationship between Supplier and Customer is exclusively that between supplier and customer. The Customer may not act on behalf of the Supplier or appear to be the Supplier's agent or representative vis-à-vis third parties.

The Customer may not transfer any rights without the Supplier's prior written consent. A transfer without such consent shall be deemed invalid and of no legal effect.

If any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be construed and applied as if the invalid provision had never been entered into.

If either party fails to enforce a provision of the Agreement at a particular time, it shall not be interpreted as a waiver of the right to enforce that provision, or any other provision, at a later date.

These Terms and Conditions of Sale has been originally drafted in the Swedish language. The Swedish language version of NL 17 with the additions and clarifications set out in these Terms and Conditions of Sale shall prevail and take precedence in all respects, including with regard to the interpretation and construction of any term, condition, or provision contained herein, in case of any inconsistency, discrepancy, or conflict between the Swedish language version and the English language version of NL 17 with the additions and clarifications set out in these Terms and Conditions of Sale.