



## General Terms and Conditions of Delivery and Service

### 1 Scope of application

- 1.1 The following General Terms and Conditions of Delivery and Service (hereinafter: "Terms and Conditions") apply to all sales and deliveries of products, services and manufacturing of any products (hereinafter: "Delivery Item") from JUMO Mät- och Reglerteknik AB (hereinafter: "Supplier") to a customer, partner, purchaser, or distributor (hereinafter: "Purchaser"). Supplier and Purchaser (hereinafter: "Parties" or "Party") expressly agree that these Terms and Conditions apply exclusively. Supplier does not acknowledge Purchaser's terms and conditions which are in conflict with or, which deviate from these Terms and Conditions, unless Supplier expressly accepts their validity in writing. Purchaser's terms and conditions will not apply unless otherwise expressly agreed in writing.
- 1.2 Those employees of Supplier, which do not have signatory powers, are also not authorized to conclude verbal agreements, verbal amendments to these Terms and Conditions or to make other verbal arrangements, unless such authorization is provided in writing.
- 1.3 In addition to these Terms and Conditions, the Supplemental clauses "Licensing of Software Products for Industrial Automation (power supply, measuring, shifting, steering)", available at <http://EG13-se.jumo.info>, shall apply to the licensing of software from Supplier to the benefit of Purchaser.
- 1.4 In addition to these Terms and Conditions, the Supplemental clauses "Development of Software Products for Industrial Automation (power supply, measuring, shifting, steering)", available at <http://EG14-se.jumo.info>, shall apply to the development of software by Supplier to the benefit of Purchaser.
- 1.5 These Terms and Conditions shall also apply in their respective version as a framework agreement to future contracts, without Supplier having to refer to them again in each individual case. The Supplier shall immediately inform the Purchaser of any changes to the Terms and Conditions in accordance with the terms of this Contract.
- 1.6 Individual written agreements concluded with Purchaser in individual cases (including side agreements, supplements and amendments) shall have priority over these General Terms and Conditions to the extent the documents are inconsistent.

### 2 Offer, order confirmation, conclusion of contract and term of contract

- 2.1 The offers issued by the Supplier are not binding.
- 2.2 The Supplier is legally bound only to the extent the Supplier confirms in the order confirmation, which is referring to these Terms and Conditions. (hereinafter referred to as the "Contract").
- 2.3 The Contract is concluded for the duration of the performance. If the Contract provides for continuing obligations, it shall be concluded for an initial period of twelve (12) months, and shall be tacitly extended with periods of twelve (12) months at the time. Each Party is entitled to terminate the Contract in writing by giving notice one (1) month before the end of the initial or prolonged twelve months periods. In the event of termination, Purchaser must purchase from Supplier all manufactured or purchased customer-specific Delivery Items for the agreed price.

### 3 Copyright and reservation of ownership to drawings, etc.

- 3.1 Supplier reserves the ownership of drawings, sketches, cost estimates and other documents attached to Supplier's offers and order confirmations without restriction. Purchaser may only use them for the agreed purpose and shall not reproduce them or make them available to third parties without the consent of Supplier. Upon request, the documents themselves and all reproductions thereof shall be returned to Supplier.
- 3.2 Insofar as such documents are protected by copyright, Supplier also reserves its copyright to the documents.

### 4 Delivery time and default

- 4.1 The binding nature of dates and terms of service and delivery (hereinafter "Terms of Delivery") requires that the Purchaser provides the Supplier with documents and other required information in a timely manner, and not otherwise is delaying the cooperation or is delayed with other material contractual duties, in particular payment obligations.
- 4.2 Partial deliveries and performances are allowed insofar as they can be reasonably accepted by Purchaser.
- 4.3 If Supplier is delayed compared to the delivery date set out in the Terms of Delivery and Purchaser incurs damages as a result, Purchaser is entitled to demand liquidated damages amounting to (one half) 0.5 % for each full week of delay, but in total no more than (three) 3 % of the net value of the respective part of the delivery that, as a result of the delay, cannot be used on time or in accordance with the Contract. Any other claims besides delay shall be settled exclusively according to Section 9 of these Terms and Conditions.

### 5 Transfer of risk

- 5.1 The risk is transferred to Purchaser when the Delivery Item is handed over to the freight forwarder, carrier, or collector, or during transport with the means of transport of Supplier, but at the latest upon leaving the warehouse of Supplier respectively the manufacturer. Insofar as an acceptance procedure has been agreed but a fixed acceptance deadline has not been agreed upon, Purchaser shall accept the Delivery Item within a period of fourteen (14) days from the notification of completion. If Purchaser does not confirm the acceptance within the set period and omits to notify at least one defect or if the Purchaser is taking the Delivery Item in professional use, the Delivery Item shall be deemed to have been accepted.

### 6 Prices and terms of payment

- 6.1 The prices stated by Supplier are ex works plus sales tax at the time of delivery, packaging excluded. The packaging shall be charged separately.
- 6.2 The purchase price must be paid within 30 days of receipt of invoice.
- 6.3 Supplier reserves the right to request from Purchaser the presentation of an irrevocable and unlimited bank guarantee amounting to the contractual price.
- 6.4 Prices are valid for four (4) months from receipt of the order confirmation by Supplier. Notwithstanding this, if a cost element changes within the total cost (e.g. personnel costs or hourly rates or verifiable third-party material costs), Supplier reserves the right to adjust the price proportionally, but only in relation to the corresponding cost element and insofar as it is reasonable for Purchaser. The resulting new price shall apply from the first day of the calendar month following receipt of the written notification.
- 6.5 If payment by instalments has been agreed upon, the respective instalment must be paid in advance by the 3<sup>rd</sup> working day of the respective payment period, unless Parties have agreed on a specific payment date. If Purchaser defaults on payment for more than one instalment, the total outstanding amount shall become due. This shall also

apply if payment by instalment has been agreed upon after the due date. Supplier's right to charge default interest shall remain unaffected by an agreement to pay by instalments after the due date.

- 6.6 The retention of payments or the offset against Purchaser's claims, which are disputed by Supplier, not recognized, not legally upheld, or not ready for decision in pending court proceedings, are prohibited. A right of retention or offset can only be exercised if the counterclaim is based on the same delivery contract.
- 6.7 In the case of non-compliance with the terms of payment or if Supplier becomes aware, after concluding the Contract, that payment is at risk due to Purchaser's inability to pay, Supplier reserves the right to carry out outstanding deliveries only against payment in advance or provision of security deposits.
- 6.8 In the case of change requests by Purchaser after conclusion of the Contract, Supplier reserves the right to adjust the agreed prices as well as the agreed Terms of Delivery correspondingly.
- ### 7 Retention of title
- 7.1 Supplier retains ownership of all Delivery Items until full payment of all claims under the Contract. The Supplier shall be entitled to withhold Delivery Items corresponding to any outstanding claim.
- 7.2 During the existence of the retention of title, Purchaser may neither pledge nor otherwise transfer the Delivery Item as security. In the event of seizure, confiscation, or other disposal by third parties, Purchaser shall immediately inform Supplier.
- 7.3 In the event of conduct by Purchaser that is in breach of Contract, in particular in the event of default of payment, Supplier reserves the right to take back the goods and to rescind the Contract after the unsuccessful expiry of a reasonable deadline set for Purchaser and Purchaser is obliged to surrender the goods.
- 7.4 Supplier is entitled to insure the Delivery Item at Purchaser's expenses against fire, water and other damage insofar as Purchaser has not demonstrably concluded the insurance himself.
- 7.5 Purchaser is entitled to resell the Delivery Item in the ordinary course of business provided that the Purchaser receives payment from its customer or makes the reservation that ownership of Purchaser passes to its customers only after the Purchaser has fulfilled its payment obligations against the Supplier. Supplier reserves the right to collect the claim himself as soon as Purchaser does not fulfil its payment obligations and is in default of payment.

### 8 Purchaser's right of withdrawal or reduction and other liabilities of Supplier

- 8.1 Purchaser is entitled to terminate the Contract if the entire contractual performance becomes definitely impossible for Supplier. This shall also apply in case of Supplier's inability to perform. Purchaser is also entitled to terminate from the Contract if, upon ordering identical items, performance of part of the delivery becomes unreasonable difficult for the Supplier based on the quantity, and Purchaser has a justified interest in rejecting the partial delivery. If this is not the case, Purchaser can reduce the price on a pro rata basis.
- 8.2 Claims for compensation for damages of any kind, including damages not caused to the Delivery Item, shall only exist in the cases of Sections 9 and 10 of these Terms and Conditions. In other respects, Supplier's liability for compensation is excluded.

### 9 Purchaser's obligations regarding hazardous substances

- 9.1 The Purchaser shall when delivering equipment to be maintained and in the event of return deliveries always strictly comply with applicable provisions on hazardous substances. In particular, Purchaser shall package and label devices which have been filled with hazardous substances, or which otherwise have come into contact with them, in accordance with the corresponding legal provisions.
- 9.2 In addition, Purchaser must expressly refer in the service order to the devices' connection with hazardous materials as defined in applicable provisions on hazardous substances and, if necessary, enclose a safety data sheet in accordance with EU Regulation (EC) N° 1907/2006 (REACH). If no devices such as the ones manufactured by Supplier are involved, for which the latter continues to be liable for defects, Supplier can refuse at any time to accept a service order for devices which refers to the connection to hazardous substances.
- 9.3 In case of failure to comply with applicable provisions on hazardous substances, Supplier reserves the right to assert possible claims for compensation; this shall not apply if Purchaser or its agent are not responsible for the breach of duty.

### 10 Liability

- 10.1 Claims for compensation for damage of any kind – irrespective of the material and legal grounds – which are not caused to the Delivery Item, shall only exist:
- in the event of intentional breach of duty by Supplier;
  - in the event of grossly negligent breach of duty by Supplier or in the event of culpable;
  - in the event of injury to life, body or health caused by Supplier or one of Supplier's statutory representatives or subcontractors;
  - in the event of culpable breach of essential contractual obligations, insofar as the achievement of the contractual purpose is at risk;
  - in cases where liability is assumed under the Swedish Product Liability Act for defects on the Delivery Item, for personal injury or for material damage on privately used items;
  - in the event of defects which were fraudulently concealed or the absence of which had been guaranteed by Supplier.
- 10.2 The liability of Supplier is however limited to the foreseeable damage as far as possible under mandatory law.
- 10.3 Further claims for compensation are excluded.

### 11 Liability for defects

- 11.1 With the exception of damages caused by gross negligence or willful misconduct of Supplier, and subject to the provisions below of this Section, the total liability of Supplier for direct damages or any other remedy, regardless of the form of action, shall not exceed the price the Supplier is entitled to receive from the Purchaser under the Contract for the period in which the cause of action occurred.
- 11.2 In addition to section 10.1. but with the exception of damages caused by gross negligence or willful misconduct of Supplier, Supplier will not be liable for any indirect, incidental, unforeseeable loss, damage or expense including but not limited to loss of business, loss or corruption of data, loss of profits or other consequential damages arising, even if Supplier has been advised of the possibility of such damages.



- 11.3 Unless otherwise specifically stated in the Contract or agreed between the Parties, all demonstrably defective Delivery Items shall within the warranty period, at the choice of Supplier and at its discretion, be repaired, replaced or re-delivered free of charge as a sole remedy, provided that the discovery of such defects must be reported to Supplier immediately in writing and in a detailed manner.
- 11.4 No guarantee is assumed by Supplier for damages or defects caused by the following reasons:
- natural wear and tear;
  - inappropriate or incorrect use;
  - incorrect alterations or repairs made without the prior consent of Supplier;
  - defective assembly or commissioning by Purchaser or third parties;
  - defective or negligent treatment of the Delivery Item, in particular with regard to the existing operating instructions;
  - in the event of excessive exposure;
  - when using unsuitable equipment and replacement materials;
  - the combination of the Delivery Item with another item, insofar as this combination has not previously been expressly approved by Supplier and the damage or defect results from this combination.
- 11.5 After concertation with Supplier, Purchaser shall give Supplier the time and opportunity required in order to be able to carry out all improvements and replacements which, at the discretion of Supplier, appear necessary. Purchaser is only entitled to correct the defect itself or through third parties and to demand reasonable compensation from Supplier for its costs in urgent cases of danger to operational safety, of which Supplier must be informed immediately, or if Supplier is in default with the correction of the defect, provided the supplier has been informed prior to the action.
- 11.6 Unless otherwise agreed, Supplier shall ensure that deliveries are not infringing any third party property rights and copyrights in the country of the place of delivery. Should an infringement of such property rights occur, Supplier shall either procure a corresponding right of use from the third party or modify the Delivery Item to such an extent that it no longer infringes the property rights of third parties. Insofar as this is not possible for Supplier under appropriate and reasonable conditions, the Supplier reserves the right to terminate the Contract without liability.
- 11.7 In case of deficiencies in title, the provisions contained in Sections 9 and 10 of these Terms and Conditions apply correspondingly whereas claims of Purchaser are only valid if (i) Purchaser notifies Supplier immediately in writing of any claims enforced by third parties, (ii) Purchaser neither directly nor indirectly acknowledges an alleged infringement (iii) all possibilities of defense remain preserved without limitation for Supplier, (iv) the infringement is not based on the fact that Purchaser has altered the Delivery Item or used it in a manner not in accordance with the Contract, and (v) the deficiency in title is not attributable to instructions of Purchaser.
- 11.8 Further claims to compensation for damages of any kind, including such damages not caused to the Delivery Item, only exist in accordance with Section 9 of these Terms and Conditions.
- 12 Limitation**
- 12.1 Claims for defects – on any legal ground whatsoever – shall be raised to the Supplier within twelve (12) months from the occurrence, unless otherwise regulated under mandatory applicable law.
- 13 Installation and services**
- 13.1 Unless agreed otherwise in writing, assembly work and services (repairs and maintenance) shall be remunerated. The remuneration includes, in particular, travel expenses, daily allowances as well as the usual rates for working hours, and surcharges for overtime, night work, Sunday work, and work on public holidays, for work under difficult circumstances and for planning and monitoring.
- 13.2 The costs of preparation, waiting and travel time shall be charged separately to Purchaser by Supplier. If the assembly or commissioning is delayed without the fault of Supplier, Purchaser shall bear, to an appropriate extent, all costs for the waiting time and for further necessary travel.
- 13.3 Purchaser shall provide at its own expense the necessary support staff with the required tools in the required number. Furthermore, Purchaser shall provide sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc. In order to protect the property of Supplier, as well as the assembly and service staff, Purchaser shall take the same measures which it would take to protect its own property. If the nature of Purchaser's business requires special protective clothing and equipment for the assembly and service staff, it shall be provided by Purchaser.
- 13.4 The assembly staff of Supplier and its subcontractors are not authorized to carry out any work which is not part of Supplier's obligation to deliver and install or assemble the Delivery Item under the Contract, without written approval of the Supplier.
- 13.5 If assembly is carried out by Purchaser or by a third party commissioned by the Purchaser, the appropriate operating and assembly instructions of Supplier must be observed.
- 13.6 When performing (repair and maintenance) services, Supplier can decide at its discretion, based on its experience and technical assessment, whether Supplier performs the services at Purchaser's premises or at its own premises. If the service is carried out at Supplier's premises, Purchaser shall provide the item to the Supplier. After the service has been performed, Supplier shall return the Delivery Item to Purchaser.
- 13.7 Insofar as Purchaser does not report alterations made, the devices shall be reset to the standard configuration after the service. If Purchaser informs Supplier of altered settings and programs, Supplier shall configure and program the Delivery Item accordingly when performing the service. However, Purchaser is required to check these settings. Supplier does not assume any guarantee for this. Furthermore, Supplier does not assume any responsibility for the functionalities after incorporation of the Delivery Item into the system of Purchaser.
- 13.8 Supplier's service technician is merely authorized to carry out services on parts other than those supplied by Supplier if a quick and easy solution is to be expected, and if Purchaser expressly places a corresponding additional order. The Purchaser is solely responsible to ensure that the performance of the additional order set forth under this section by Supplier does not affect any rights or claims of Purchaser vis-à-vis third parties. Supplier does not assume any liability for this.
- 13.9 Supplier's technician can cancel the service if it turns out that it is not able to provide repair in the expected reasonable timeframe. In this case, Purchaser shall pay the time-based remuneration as well as the material used in carrying out the additional order. If, based on a professional judgment, the technician could have completed the service work in the expected reasonable timeframe and did not fulfill this due to gross negligence or if it acted with wilful misconduct, the Purchaser has the right to price reductions.
- 14 Export control regulation**
- 14.1 The contractual performance is provided under the condition that the performance does not conflict with national or international regulations, in particular export control conditions, embargos, or other restrictions. Purchaser undertakes to provide all information and documents required for the export or shipment. Delays due to export inspections or approval procedures shall postpone the delivery date under the Terms of Delivery. If the required approvals are not issued or if the contractual performance cannot be approved, the Contract shall be deemed not to have been concluded with regard to the affected parts.
- 14.2 Supplier is entitled to terminate the Contract without notice period if termination is required for Supplier to reasonable comply with national or international legal provisions. In the case of such termination, the enforcement of damages or other rights by Purchaser due to the termination or its consequences are excluded.
- 15 Confidentiality**
- 15.1 The Parties are obliged to keep all confidential information, business transactions and documents of the other Party, of which its employees become aware of, secret and not use it for any other purpose than expressly stated in the Contract, nor by a Party's employees or representatives unless relevant for the fulfillment of the Contract, and not disclose it to any third party. The confidential information shall be treated with such care as the receiving party apply its own similar information, unless the circumstances require stricter measures.
- 15.2 The confidentiality obligation shall not apply if the information is publicly known, the information was already known by the Party upon receipt, the information was made available to the Party by third parties without obligation to maintain confidentiality, the information must be made available to third parties for the performance of the contractual obligation (e.g. subcontractors) and those third parties have been committed to secrecy.
- 16 Place of performance, place of jurisdiction, and concluding provisions**
- 16.1 The headquarters of Supplier are the place of performance and the sole place of jurisdiction for all disputes directly or indirectly arising out of the contractual relationship with undertakings, legal entities under public law or special-funds under public law.
- 16.2 The law of Sweden shall apply to these Terms and Conditions and to the entire legal relationship between Supplier and Purchaser, with the exclusion of the UN Convention on the International Sale of Goods (CISG).
- 17 Final provisions**
- 17.1 If a Party has to process personal data under the Contract, it will comply with data protection provisions, including the General Data Protection Regulation (Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016).
- 17.2 If one or more provisions of these Terms and Conditions or the Contract are deemed, in whole or in part, to be invalid, unenforceable or illegal, this shall not affect the validity, enforceability and legality of the remaining provisions of the Contract. In this case, the Parties undertake to replace the wholly or partially invalid, unenforceable or illegal provision with retroactive effect by a new provision, which, in a legally admissible manner, comes as close as possible from an economic and financial point of view to the content of the invalid, unenforceable or illegal provision.
- 17.3 Purchaser allows Supplier to have the contractual obligations partially or completely carried out by subcontractors.
- 17.4 All obligations provided in the Contract or in the Terms and Conditions, which naturally continue beyond the termination of the Contract, shall remain in force after the termination of Contract, in particular all financial obligations that one Party must fulfill in accordance with the Contract in favor of the other Party.
- 17.5 If Supplier has made no objection to a document, communication or act of Purchaser, this shall never constitute a waiver of the application of the provision.
- 17.6 No Party can be held liable if it breaches its contractual obligations or fails to perform a delivery or service in time for reasons of force majeure beyond its control. This includes, in particular, natural disasters, interruptions of business activity, technology-related disasters, epidemics, material shortages, strikes, blockades, public interventions, delivery delays of suppliers, as well as the impossibility to acquire manpower and raw materials from common networks. If the contractual performance for one of these reasons is delayed by more than one (1) month, each Party has the right - without any right to compensation from the other Party - to terminate the contract in writing for the quantities affected by the interruption of the contractual performance.
- 17.7 Any notice, invoice or other document which may be given by either Party under the Contract shall be deemed to have been duly given if left at or sent by post, or facsimile transmission to the other Party's registered office or any other address notified in writing in accordance with this section as an address to which notices, invoices and other documents may be sent. Any such communication shall be deemed to have been made to the other Party three (3) days from the date of posting (if by letter) and one (1) day from the date of transmission (if by email or facsimile transmission). Notices in respect of Termination, breach of contract and liability shall be made by recorded delivery.
- 18 Termination**
- 18.1 Each of the Parties is entitled to terminate the Contract in writing if the other Party commits a material breach of the Contract, including the Purchaser's repeated breach of the Contract, and (in the case of a remediable breach) fails to remedy the breach within thirty (30) days of the receipt of the notice. Such termination shall take effect upon the later of the expiry of such notice, or at the date specified in the notice.