

Purchasing Terms and Conditions – Malmsten AB

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| Prices | All prices are in Euro, except when otherwise specified. All prices are excluding VAT, value added tax. Price is Ex Works and all local taxes and charges are excluded. Freight is not included. For certain items there could be a packaging fee. |
| Terms of payment | All orders are to be prepaid if nothing else is agreed to. Prepayment should be done as a confirmation of firm order. Date of dispatch is based on date of prepayment. All items remain the property of Malmsten AB until paid in full. We reserve the rights to demand return shipment of any unpaid items. Past due accounts are charged 2% per month. |
| Delivery delay | Normal delivery delay, date for dispatch, for in-stock items is 1 week from firm order, taken into account certain backorders. Part shipments are possible if purchaser does not specify otherwise. Date of dispatch might be specified differently for all non-in-stock items, indicated in offer or communications. |
| Warranty | <p>All products have a one year warranty. This warranty is not valid if the products have been used differently than instructions or differently from expected usage. This warranty is not valid for disposable or hygienic products.</p> <p>Our responsibility is limited to shipment of new products only. Any return for repair or reimbursement has to be pre-approved, and subject to our evaluation only. In no case can we be held responsible for direct or indirect injuries, secondary injury or losses to the buyer.</p> |
| Transport | If nothing else has been agreed products are delivered ExWorks our facilities. The freight company is responsible for delivery according to his delivery terms, and any transport damages shall be dealt with the freight company directly. When we arrange for transport the responsibility is according to national and international conventions for transport. |
| Complaints | All complaints regarding transport shall be done in writing within 4 days of delivery. All damages during shipment shall be indicated at reception on the shipping documents before accepting the goods. Any invoicing complaint is to be done within 8 days of reception. |
| Returns | Any return has to be pre-approved by us and shall be returned to our address, if nothing else is indicated. The buyer is responsible for shipping fees and charges. Each return has to have our authorization and a specific return number, which shall be clearly indicated on the return shipment. |
| Changes without Notification | We reserve the rights to change constructions, dimensions and information in this price list, as well as prices, without prior notification. We reserve the rights for possible printing and information errors in pricelist. |

For complete terms and conditions please refer to Malmsten AB's "General Terms of Delivery."

General Terms and Conditions for Delivery - Malmsten AB

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| Applicable | These general terms and conditions for delivery are to be applied to all Malmsten AB deliveries. Any exceptions to these terms and conditions are to be agreed upon in writing in order to be valid. |
| Delivery | All deliveries are Ex Work Malmsten AB's place of inventory (INCOTERMS 2018). |
| Delays | <p>In case of delays, that is that Malmsten AB fails to deliver within an agreed time frame for delivery, the buyer reserves the right to, by <u>written notification only</u>, inform Malmsten AB of a reasonable date for delivery and to inform Malmsten AB of their intentions to cancel order if said reasonable date for delivery is not met. If so, the buyer reserves the right for cancellation of the contract, but only for said products.</p> <p>If the buyer cancels the agreement according to the delays above, he reserves a right for compensation from Malmsten AB but only for the additional costs absorbed due to the delay and proven that it was necessary to purchase these products from another supplier. By doing so, the buyer cannot claim other compensations for delays from Malmsten AB. If the buyer does not cancel the agreement, he is not eligible for compensation due to the delays.</p> |
| Price adjustment | If customs and duties, taxes or other fees, are changed after the price has been agreed upon, the price will be adjusted accordingly. |
| Full Payment and Reserved rights of ownership | Pre-paid orders are the norm. For customers having 30 days net, the terms of payment is 30 days after invoicing date. After 30 days a 2 % interest rate is applicable on all unpaid accounts. Malmsten AB reserve the right to ownership of all products sold until full payment has been received. |
| Responsibility for damaged or defective products | <p>Malmsten AB agrees to that within a period of six months from delivery date, exchange products that are defective or damaged when received by buyer. Notification of such, from the buyer, has to be done within four days of reception. If Malmsten AB does not exchange the defective or damaged products within reasonable time, the buyer has the right to cancel this purchase by a written notification to Malmsten AB.</p> <p>If buyer cancels the contract or agreement, as per above, he reserves a right for compensation from Malmsten AB, but only for the additional costs absorbed purchasing equivalent products from another supplier. The buyer may not claim reimbursement for missed production, affected profit nor any other indirect damages.</p> |
| Force Majeure | Malmsten AB cannot be held responsible for any breach of contract if the circumstances are such that they are beyond our control, in case of a general strike, lockout, war, fire and wrongful or delayed deliveries from a Malmsten AB supplier. |
| Applicable jurisdiction | Any disagreement shall be judged according to Swedish law. |