

TERMS AND CONDITIONS OF SALE

1. **Contract:** These standard terms and conditions of sale between the Dellner Couplers Group company identified on the Purchase Order (Dellner) and the purchaser identified on the Purchase Order (Purchaser) and any applicable addendum, Dellner's proposal, price quote, purchase order (Purchase Order), or acknowledgement issued by Dellner form the parties' final contract (the Contract) for the supply of any items or services of any kind by Dellner (Contract Deliverables).

2. **Order of Priority:** In the event of any inconsistency between the documents comprising this Contract, the following order of priority will prevail: (a) specific terms and conditions agreed in writing; (b) proposal, price quote and offer made in writing by Dellner, including its annexures and attachments (c) these terms and conditions of sale.

3. **Prices:** Prices are as specified in Dellner's proposal, price quote or offer and, unless agreed otherwise in writing, fixed for a period of 12 months. Any taxes, duties, levies, fees, costs and expenses in associated with customs formalities, including licenses and authorizations, which are necessary for export and import, shall be in accordance with the agreed Incoterm and to the account of the party as defined by that Incoterm.

4. **Payment:** Payment shall be made within 30 days after the date of invoice unless specified in the offer or agreed in writing. If the Purchaser refuses or is not able to accept deliveries on the agreed delivery date, payment becomes due on the agreed delivery date whether or not delivery in fact occurred. Payment is not deemed to have been effected until the payment amount is irrevocably received into Dellner's account.

5. **Late payment:** If the Purchaser fails to pay by the stipulated date for payment, Dellner shall be entitled to interest from the day on which the payment is due to the date of payment. The rate of interest shall be 12 percent. If the Purchaser fails to pay within 10 days of the stipulated date for payment, Dellner is entitled to suspend its performance of all Contract Deliverables under this Contract without any liability to the Purchaser until all due payments are made.

6. **Contract Deliverables:** The Contract Deliverables that Dellner is obliged to supply under this Contract is limited to those specified in Dellner's proposal, price quote or offer or as agreed in writing between the parties, and to the extent such Contract Deliverables are permitted to supply under export controls and economic sanctions that are imposed by Sweden, the European Union and its Member States, USA or any other applicable jurisdiction, and in force at the relevant time. Contract Deliverables does not impliedly include any documentation, operating or service manuals, tooling, test equipment, training,

technical support, testing or any other item unless expressly stated in writing.

7. **Delivery and Risk:** If not specified in the offer or agreed between the parties, delivery shall be FCA according to the latest version of INCOTERMS® Rules at the place notified to the Purchaser by Dellner.

8. **Time for Delivery:** Dellner must deliver the Contract Deliverables on the agreed dates for delivery. If Dellner anticipates that it will not be able to deliver the Contract Deliverables on the agreed dates for delivery, Dellner must promptly give notice to the Purchaser stating the reason for delay and specifying when delivery can be expected.

9. **Late delivery:** If Dellner is delayed in delivery for reasons attributable to the Purchaser, Dellner is entitled to extend the time for delivery by a period which is reasonably necessary having regard to the circumstances of the delay. If Dellner fails to deliver the Contract Deliverables on the date agreed, and Dellner is not entitled to an extension of the delivery date under this clause, Dellner is liable to pay liquidated damages to the Purchaser at a rate of 0,5% of the purchase price of the delayed Contract Deliverable per each completed week of delay. The total liquidated damages for late delivery under this Contract shall not exceed 7.5% of the total value of the delayed Contract Deliverable. Liquidated damages under this clause becomes due at the time of the Purchaser's demand in writing, but shall not be payable before delivery is made or this Contract is terminated in accordance with clause 14. The Purchaser forfeits its right to claim liquidated damages under this clause if the Purchase fails to demand payment in writing within 6 months of when delivery should have taken place. Liquidated damages under this clause are the only remedy available to the Purchaser as compensation for delay by Dellner. All other claims shall be excluded except where Dellner's liability under a claim has been caused with intent or gross negligence. If the Purchaser fails to deliver to Dellner items for servicing, overhaul, refurbishment, maintenance or similar according to an agreed delivery schedule, and the Purchaser fails to give Dellner written notice of the delay at least 45 days in advance, or the total cumulative delay by the Purchaser is more than 3 months, the Purchaser shall be liable to pay liquidated damages to Dellner at a rate of 1% of the value of the delayed order per day of delay.

10. **Title:** Title to the Contract Deliverables purchased from Dellner remains with Dellner until the Contract Deliverables are paid for in full to the extent allowed at law. The retention of title under this clause shall not affect the passing of risk under clause 7.

11. Intellectual Property: In the Contract, "intellectual property" means any intellectual or industrial property whether protected by statute, at common law or in equity, including any patent and patent application, invention, copyright, trade mark, moral right or design right (whether or not registrable and including modifications or improvements to the same), in any design, specification, process, technique, software, computer programs, business names, know how, trade secret, technical information, financial information, business method and confidential information. All intellectual property rights of any kind in the Contract Deliverables which Dellner supplies and the related manufacturing process, and all drawings and documents that relate to the Contract Deliverables or their manufacture, including any and all intellectual property rights developed as a result of the scope of this Contract shall be and remain the exclusive property of Dellner. Nothing in the Contract expressly or impliedly transfers any intellectual property right of any kind from Dellner to the Purchaser, subject to the license provided herein. Dellner grants the Purchaser a royalty free, irrevocable and perpetual license to use Dellner's intellectual property rights to the extent required to operate and maintain the Contract Deliverables supplied under this Contract for the purpose contemplated under this Contract.

12. Documents: The Purchaser shall not, without Dellner's prior written approval, use any technical document or drawing for any purpose other than that for which it was provided, or copy, reproduce or make available to a third party any technical document or drawing. Nothing in this Contract shall be construed as requiring the Supplier to supply the Purchaser with any manufacturing, base level or detailed design drawings.

13. Onward supply of Contract Deliverables: Unless otherwise provided in the Contract, Purchaser shall not, without Dellner's prior written consent, supply or forward any Contract Deliverables to any third party (whether or not related to Purchaser). If onward supply of Contract Deliverables is authorized by Dellner, then such supply shall comply with export controls and economic sanctions imposed by Sweden, the European Union and its Member States, USA or any other applicable jurisdiction.

14. Change in ownership/control: Purchaser shall immediately notify Dellner if there is any change in its majority ownership or control, and shall notify Dellner without delay if any of its shareholders is or becomes the subject or target of economic sanctions (including through ownership or control) imposed by the European Union and its Member States, USA or any other applicable jurisdiction (Restricted Party).

15. Warranty: Dellner warrants that for the Warranty Term, the Contract Deliverables supplied under this Contract will be free from any defect in design, workmanship or materials, to the extent those defects are attributable to Dellner or its sub suppliers, and provided the Purchaser has operated and maintained the Contract Deliverables in accordance with Dellner's instructions and the agreed specifications and conditions for operation. Ordinary wear and tear is not a defect under this clause. The Warranty Term is 6 months from commissioning or 12 months from delivery, whichever comes first. The Purchaser must, without undue delay, give written notice of any defect to Dellner, including a description of the defect. Dellner will not be liable for a defect if the Purchaser's notice of defect is given later than 2 weeks after the expiration of the Warranty Term. The Purchaser

must immediately inform Dellner if the defect is likely to cause damage and must take reasonable steps to prevent damage from occurring. The Purchaser bears the risk of damage occurring as a result of a defect if the Purchaser fails to give notice as required under this clause. Dellner shall remedy any defect under this clause. Dellner and the Purchaser will, on receipt by Dellner of a notice of defect, agree a reasonable strategy for remediation works. Dellner must then comply with the agreed strategy for remediation works. If the parties, acting reasonably, cannot agree a strategy for remediation works, Dellner must remedy the defect without undue delay. If Dellner fails to remedy the defect in accordance with the agreed strategy, or fails to remedy the defect without undue delay, the Purchaser may serve a written notice on Dellner requiring Dellner to remedy the defect within a reasonable timeframe, which will not be less than 7 days. Dellner is liable for the direct costs of remediation works for defects, including parts, labor and transport costs of defective or replacement Contract Deliverables. The Purchaser must follow Dellner's directions relating to transport of defective Contract Deliverables to Dellner. The Purchaser shall, at its own expense, provide access to the defective item and arrange for any disassembly, dismantling, removal, lifting or any other intervention required to make the defective item available to Dellner to carry out remediation works. If no defect is found within the meaning of this clause after receipt of a defect notice, Dellner is entitled to be paid compensation by the Purchaser for the reasonable and direct costs Dellner incurs as a result of the notice. If Dellner fails to remedy defects in accordance with this clause, the Purchaser is entitled to undertake defect rectification works itself, or employ a third party to do so, and Dellner will be liable for the reasonable direct costs incurred by the Purchaser in doing so. Dellner is liable for defects in any item repaired or replaced under this clause on the same conditions as applicable to the original item supplied.

16. Termination: Either Party may terminate this Contract for a material breach by the other party provided the party seeking to terminate the Contract first gives 14 days written notice to the other party of the intention to terminate, with this notice to include detail of the breach and the requirement to remedy the breach within 30 days. The Purchaser will be in material breach of this Contract if (a) the Purchaser fails to accept delivery on the agreed delivery date, unless the Purchaser is excused from doing so under a term of this Contract; or (b) the Purchaser fails to make any due payment within 30 days of the due date for payment. Dellner may suspend or terminate the Contract immediately without any obligation to compensate the Purchaser if the Purchaser becomes a Restricted Party or fails to comply with export controls and economic sanctions imposed by Sweden, the European Union and its Member States or any other applicable jurisdiction.

17. Liability : Dellner's total liability to the Purchaser for any and all claims arising under or in connection with this Contract shall not exceed an amount equal to 10% of the total purchase value of this Contract. This limitation on liability shall not apply to liability caused with intent or gross negligence, or where liability cannot be otherwise limited according to law.

18. Consequential loss or damage: Notwithstanding any other clause in the Contract, including clause 15, and to the extent permitted under mandatory law, neither party shall be liable to the other for any consequential or indirect loss or damage whatsoever, including but not limited to loss of production, loss

of profit, loss of use, loss of contracts business or goodwill or, loss of data, or for any reputational, punitive or aggravated loss or damages of any kind.

19. Dispute Resolution and Laws: In the event of any dispute, the Purchaser and Supplier will try to resolve the dispute amicably between them. If the Parties fail to solve the dispute amicably not either Party may refer the dispute to arbitration hereunder. Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or invalidity thereof, shall then be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the 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 arbitration shall be Stockholm, Sweden. This contract shall be construed and shall operate according to the substantive laws in force in Sweden without regard to its conflict of laws principles. Both parties must continue to comply with their obligations under this Contract while any dispute resolution process under this clause is ongoing.

20. Confidentiality: The parties must treat all commercial, financial, marketing, technical, personnel or other information of any other nature exchanged under or in relation to this Contract, irrespective of the nature of the information or the medium under which it is transmitted, and including the existence and details of this Contract, with strict confidentiality (Confidential Information). The foregoing does not apply to the extent that the Confidential Information is: lawfully in the public domain at the time that the Confidential Information was disclosed or given; was in the lawful possession of the party before such Confidential Information was disclosed, was independently developed by a party without access to or use or knowledge of the Confidential Information disclosed by the other party as proven by its written records, was received without restriction on disclosure or use from a third party where such third party has a lawful right to make such disclosure on such terms, or required to be disclosed or given to comply with any applicable law, the rules of any securities or stock exchange or an order of a court or tribunal and provided the other party is given prior notice of the disclosure.

21. Force Majeure: Either party is entitled to suspend performance of its obligations under this Contract to the extent that such performance is impeded by any event of force majeure. A force majeure event is an event arising after the date of this Contract which is beyond the reasonable control, and without the fault or negligence, of either party, and includes without limitation war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest, fire, floods, explosions, typhoons, hurricanes, government order or law; actions, embargoes or blockades in effect on or after the date of this Agreement; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; epidemic, pandemic or similar influenza or bacterial infection, emergency state; shortage of adequate equipment; shortage of power or transportation facilities and defects and delays in deliveries by subcontractors; . which were not reasonably preventable by the party claiming the benefit of this clause, and, to the extent applicable, the imposition of economic sanctions and export controls by the European Union

or its Member States, or by any other applicable jurisdiction. The party wishing to claim the benefit of this clause must notify the other party in writing within 60 days of the force majeure event, and the suspension of obligations lasts only to the extent the force majeure event lasts. Failure to give notice under this clause will disentitle the party the benefit of the clause. No party is entitled to claim any costs from the other party arising out of a force majeure event.

22. Insurance: Dellner's standard insurance for third party property damage, injury and death applies to this Contract. Detailed terms are available on request.

23. General: No failure by either party to exercise a right shall constitute a waiver of that right or acceptance of a breach. If any term in this Contract is illegal, invalid or unenforceable, it shall, to that extent, be deemed not to be a part of this Contract, but the remainder of this Contract shall be valid and in force. Any amendment to this Contract is only valid if agreed in writing by both parties. Neither party may assign its rights or obligations under this Contract without the other party's prior written consent, which will not be unreasonably withheld. No terms and conditions of any kind provided or referred to by the Purchaser, including general terms and conditions attached to the Purchaser's purchase order, apply to this Contract in any way.