

**General Terms and Conditions for Sales**  
**Phoenix Mecano AB**  
**Valid from 30th September 2023**

**1. APPLICABILITY**

These General Terms and Conditions of Sales ("GTCS") apply for the sale of any and all products and/or services ("Products") from Phoenix Mecano AB based in Vaxjö, Sweden, ("Seller") to the Buyer, unless otherwise agreed in writing between the Seller and Buyer.

The Seller reserves the right to modify the present GTCS at any time without giving any prior notice to Buyer. The modified version shall enter into force immediately.

**2. QUOTATION AND ORDERS**

2.1 All Orders placed by the Buyer with the Seller will be effective only when accepted by the Seller in writing (letter, fax, electronic mail or other means of communication agreed by the parties) in an order confirmation ("Order Confirmation").

2.2 The Seller's quotation is valid for the period stated therein for acceptance of a response (order) from the Buyer. If the period of validity of the quotation has not been specifically stated, it is limited to 30 days from the quotation date. A contract is deemed to have been entered into only once the Seller has issued a written Order Confirmation. Only the terms and conditions stated in the Order Confirmation apply to a purchase contract entered into.

In case of request for modification or cancellation of any order by the Buyer after receipt of an Order Confirmation, and even if the expected delivery date is distant in time, the Seller is entitled to charge the Buyer any and all costs incurred in connection with such change or cancellation, and notably those costs related to the start of manufacture of any non-standard products. Any advance payments may be retained by Seller to cover the costs incurred as a result of the cancelled order with any excess advanced payment (after all costs of production have been deducted) being returned to the Buyer.

**3. PRICES AND PAYMENT TERMS**

3.1 The price of the Products shall be the price applicable at the date of delivery of the Products unless a fixed-price quotation is agreed between the Parties in writing. Unless explicitly stated otherwise, quoted prices are calculated Free Carrier Incoterms 2020 (FCA). Quoted prices are exclusive of VAT and any other taxes, duties and other levies that may apply from time to time. The prices stated by the Seller refer to unpackaged goods. In terms of packaging of the goods and the costs therefor, what has been agreed in the contract shall apply.

3.2 Prices listed or quoted are based on costs prevailing at the time when the prices are given or agreed. Notwithstanding the foregoing, in the period running from the date of Order Confirmation until delivery, the Seller reserves the right to pass on additional charges in respect of all increases in the cost of labor, (raw) materials, plant, exchange rates change, overheads and other taxes or duties, any export or import fee outside Company's control.

3.3 Payment for forms and other tools shall be paid by the Buyer in the manner and at the time stated in the agreement between the parties. If provisions governing this are lacking, then payment

shall be made net in cash in conjunction with outcome samples having been delivered to and approved by the Buyer.

3.4 Unless otherwise agreed in writing, payment shall be made within thirty (30) calendar days after the date of invoice. Payment shall be effected in the currency set out in the Order Confirmation.

3.5 If the Buyer fails to pay on time, the Seller shall be entitled to interest from the due date at the rate of interest determined by Swedish law on late payments if not otherwise stated on the invoice. The Seller shall also be entitled to compensation for actual recovery costs.

3.5 If the Buyer fails to pay by the due date or fails to give agreed securities by the stipulated date, the Seller may also, after having notified the Buyer in writing, suspend performance of his contractual obligations until payment is made or agreed securities are given.

3.6 In case of any delay in payment, partial payment or the Buyer's failure to execute its obligation or serious doubts on the Buyer's solvency, the Seller reserves the right, without notice, (i) to change the payments terms or request financial guarantees, or (ii) to change the cap of the Buyer's outstanding debts and/or (iii) to refuse or cancel any order placed or to suspend deliveries of all outstanding orders, without any damages or any other kind of indemnification or compensation due to the Buyer.

3.7 The Seller shall be allowed at all times to set off any debt or claim of whatever nature that the Seller may have against the Buyer against any sums due from the Seller to the Buyer including by way of rebate payments or any other monies due from Seller to the Buyer.

3.8 Administration/invoicing and reminder fees are charged. If the Buyer fails to receive the Products on the due date for a reason for which the Seller is not responsible, payment shall still be made as if delivery had been made according to the contract.

#### **4. GRADUAL DELIVERY**

4.1 If the contract relates to gradual delivery, each delivery shall be regarded as a separate sale. Thus, the Buyer is not entitled to cancel the contract as a whole in the event of a delay in a part delivery or fault or failing in a part delivery.

4.2 If delivery is delayed as a result of a Force Majeure circumstance as stated in Section 9, the Seller is entitled to delay the subsequent deliveries to a corresponding extent. If the Buyer does not supply material, information, data or other documentation at the agreed time, the Seller shall be entitled to delay the deliveries by a reasonable time in view of the circumstances.

#### **5. DELAY**

5.1 If a party finds that it cannot keep to the agreed timing of a delivery (part delivery) or reception of the goods, the other party shall be informed thereof without delay.

5.2 If a delay in delivery arises as a result of a circumstance as stated in Section 9 (Force Majeure), or as a result of any action or omission on the part of the Buyer, the delivery time shall be extended by a period that may be considered reasonable in view of the circumstances in the case. The Seller is not liable for damages for any damage caused by the delay.

5.3 If the Buyer finds that he will be unable to accept delivery of the Product on the agreed date, or if delay on his part seems likely, he shall without undue delay notify the Seller thereof in writing stating the reason for the delay and, if possible, the time when he will be able to accept delivery.

5.4 If the Buyer fails to accept delivery on the agreed date, he shall nevertheless make any payment which is dependent on delivery as if the Product had been delivered. The Seller shall arrange storage of the Product at the Buyer's risk and expense. If the Buyer so requires, the Seller shall insure the Product at the Buyer's expense.

5.5 Unless the Buyer's failure to accept delivery as referred to in Section 5.3 and 5.4 is due to any such circumstance as described in Section 9 (Force Majeure), the Seller may by written notice require the Buyer to accept delivery within a reasonable period.

5.6 If, for any reason for which the Seller is not responsible, the Buyer fails to accept delivery within such period, the Seller may, by written notice to the Buyer, terminate the contract in respect of that part of the Order which is ready for delivery but has not been delivered due to the Buyer's default. The Seller shall then be entitled to compensation for the loss he has suffered due to the Buyer's default. The compensation shall not exceed that part of the price which is attributable to the part of the Order in respect of which the contract is terminated.

## **6. RETENTION OF TITLE**

Goods delivered remain the Seller's property until they have been paid for in full. Acceptance or other undertakings are not considered as payment until fully redeemed.

## **7. LIABILITY FOR DEFECTS**

7.1 The Seller is liable for faults in material, construction and/or manufacture for a guarantee period of twelve (12) months from the date of delivery (handing over).

7.2 The Buyer must inspect the goods for defects immediately after delivery and at the latest within 14 days notify the Supplier of any defects discovered. If the Buyer violates this obligation to inspect and give notice of defects, the delivered goods shall be deemed accepted as in accordance with the specification of the goods. Defects which only become apparent later during the manufacturing process or in use must be notified in writing within 14 days of discovery and in no case later than two weeks after the expiry of the liability period specified in Section 7.1. If notice is not given forthwith, the Buyer loses the right to make any claim based on damage which occurs and which could have been avoided if such notice had been given.

7.3 The Seller is not liable for defects arising out of material provided by the Buyer or a design stipulated or specified by him.

7.4 Information relating to weight, dimensions, capacity, price, technical and other data in catalogues, prospectuses, circulars, advertisements, image material and pricelists apply without any undertaking. Such information is binding only to the extent the contract expressly refers to it.

7.5 Performance of equipment provided by Seller is indicative and shall not give rise to any liability. Buyer is aware that performance provided by Seller is based on results obtained in test environment and Seller makes no general representation or warranty in respect of the use of equipment in production.

7.6 If the Buyer approves outcome samples without qualification, the Seller will not later accept any objections, provided the goods delivered corresponds to the approved outcome samples.

7.7 If no separate agreement has been reached relating to tolerances, the tolerance requirements normally applied by the Seller shall apply for such goods. Any change to the tolerance requirements after the contract has been entered into requires written agreement between the parties. Special gauges and fixtures, prescribed by the Buyer for control of completed articles, shall be supplied by the Buyer.

7.8 The Seller's liability does not cover defects caused by circumstances that arise after the risk has passed to the Buyer. The liability does not, for example, cover defects due to conditions of operation deviating from those anticipated in the contract or to improper use of the Product. Nor does it cover defects due to faulty maintenance or incorrect installation on the part of the Buyer, alterations undertaken without the Seller's written consent or faulty repairs by the Buyer. Finally, the liability does not cover normal wear and tear or deterioration.

7.9 If products are delivered in accordance with special proposals, drawings or templates, the Seller's liability is reserved to the goods delivered being made in accordance with this documentation. Unless a separate agreement has been reached, the Seller is not responsible for ensuring the goods delivered are suitable for the usage purposes originally or later intended by the Buyer. Proposals, drawings, descriptions, models or other templates, which are provided by one party to the other or an offer recipient remain the providing party's property and may not be used in any respect nor be disclosed to any third party without the providing party's permission.

7.10 If goods delivered should turn out to be subject to such fault, the Seller is obliged at its discretion to make a replacement delivery, repair or rework the goods. It is incumbent upon the Buyer immediately upon learning about a defect to inform the Seller thereof and do whatever may rest upon him in order to facilitate for the Seller to fulfil his obligations. After consultation with the Seller, the Buyer shall send the defective goods to the Seller at its own expense. Within Sweden, replaced, repaired or reworked goods are delivered free to the original destination. In the event of export delivery, replaced, repaired or reworked goods is delivered FCA Växjö, Sweden.

7.11 Replaced, repaired or reworked goods are guaranteed on the same terms and conditions and subject to the same prerequisites as apply for the original goods, however the Seller's guarantee undertakings for replaced, repaired or reworked goods does in no case apply for longer than eighteen (18) months from the start of the original guarantee period of Section 7.1.

## **8. LIMITATION OF LIABILITY**

8.1 Notwithstanding anything to the contrary in the GTCS or any other documents included in the contract, the Seller shall not be liable for any special, consequential or indirect damages, or costs, whatsoever (including, without limitation, loss of production, loss of profits, loss of use, loss of contracts, ...) to the maximum extent permitted by applicable law.

8.2 Without prejudice to any other provisions in these GTCS, in any event the Seller's total liability for any one claim or for the total of all claims arising from any one act of default on the Seller's part (whether arising from the Seller's negligence or willful misconduct) shall not exceed the purchase price of the Products the subject matter of any claim.

8.3 Nothing in these conditions shall exclude or restrict the Seller's liability for death or personal injury caused by the negligence of the Seller or fraudulent misrepresentation.

8.4 These limitations on potential liabilities have been an essential condition in setting the Products prices.

## **9. FORCE MAJEURE**

9.1 If, as a result of a labor conflict or other circumstance outside the parties' control, such as war, decision by a public authority, considerable operational disruption at a party's premises, failure or faulty delivery from a sub-contractor, lack of raw materials or energy, epidemic, pandemic, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, the Seller's possibility of fulfilling a delivery, or the Buyer's possibility of receiving a delivery is rendered significantly more difficult, the Seller or the Buyer respectively is entitled to delay delivery for such a long period as is required in order to remove the effects of such a circumstance, provided that the circumstance could not reasonably have been taken into account when concluding the contract or that the party could reasonably have removed the negative impact of the circumstance.

9.2 Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. A party suffering a Force Majeure event shall notify the other party in writing as soon as reasonably practicable specifying the cause of the event, the scope of commitments under the agreement affected by the event, and a good faith estimate of the time required to restore full performance.

9.3 If this time exceeds six months, either party is entitled to cancel the contract in full or in part in relation to the deliveries that should have taken place during the period in question. This applies even if such a circumstance as is referred to above occurs after the agreed delivery time. A party who wishes to exercise the right stated above shall without delay inform the other party thereof in writing. However, if the Buyer cancels the contract, he shall be liable to take over from the Seller at a reasonable price both materials acquired in order to fulfil the delivery and any goods completed before written notice of the cancellation reached the Seller.

9.4 A party is not liable for damages in the event of a cancellation of the contract in full or in part due to a circumstance as stated in this Item.

## **10. METAL PARTS AND OTHER INHERENT DETAILS**

If metal parts or other goods shall be included in the articles ordered and thereby be supplied by the Buyer, these details shall be delivered free to the Seller's factory in the quantities and at the times stated by the Seller. Such details shall be delivered with a 10 % excess quantity in order to compensate for cassation. Metal parts and other details shall be made according to the agreed measurements and tolerances so that they fit in the forms, and the Buyer is also responsible in other respects for ensuring they are suitable for their purpose. The Buyer is responsible for direct costs incurred by the Seller as a result of delays or faults in the delivery of the metal parts.

## **11. PATENT, REGISTERED DESIGN, COPYRIGHT, ETC.**

11.1 Both in the event of delivery of drawings, models or other templates provided by the Buyer and in the event the Seller undertakes the construction work, the Buyer accepts all responsibility for any infringement of third-party rights due to a patent, registered design, copyright or similar. The Buyer is obliged to compensate the Seller for all costs and damage that the Seller may suffer through such infringement or any dispute thereabout.

11.2 For export sales, the Seller is relieved of responsibility and compensation liability for any infringement in third party rights to a patent, registered design, copyright or similar. The foregoing also applies when one of the Seller's products is included as a component or input goods in another product.

## **12. CONFIDENTIALITY, DATA PROTECTION**

Any and all information, not publicly available at the time of disclosure, disclosed by Seller under this GTCS shall be considered as confidential by Buyer and Buyer shall not disclose such information to any third party or use such information for any purpose except for the fulfilment the contract or as expressly agreed by Seller in writing.

The Seller proceeds to a computerized treatment of its customers' data for the management of Orders. The personal data collected within this framework (first and last name of company's contact at customer's company, email address, business telephone or fax number) are strictly necessary for the execution of the contract and allow the Seller to manage the execution of the Order, the delivery, the invoicing and the recovery. These data are kept throughout the duration of the commercial relationship and within the limit of the legal retention periods.

## **13. SAFETY COMPLIANCE**

Buyers shall use safety devices, guards, and proper safe operating procedures as set forth in the applicable manuals, instructions and labels. Buyer shall not remove or modify any safety device, guard, label or warning. Buyer shall comply with all applicable safety and health standards, regulations and codes. In particular, Buyer acknowledges that certain products may be considered as or contain hazardous materials and Buyer shall inform and train its employees accordingly.

## **14. CORPORATE RESPONSIBILITY, EXPORT CONTROL REGULATIONS**

14.1 As part of our corporate responsibility, Seller is committed to the Phoenix Mecano Group's Code of Conduct, which can be viewed at [www.phoenix-mecano.se](http://www.phoenix-mecano.se). The Buyer shall comply with the Seller's Code of Conduct as displayed on Seller's website as may be updated or modified from time to time. The Buyer agrees to perform its contractual obligations with substantially similar standards of ethical behavior.

14.2 If Buyer transfers goods, works or services delivered or performed by Seller to a third party Buyer shall comply with all applicable national and international (re-) export control regulations, in particular the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

14.3 Prior to any transfer of goods, works and services Buyer shall in particular check and guarantee by appropriate measures that (i) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, also considering the limitations of domestic business and prohibitions of by-passing those embargos; (ii) such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; (iii) the regulations of all applicable Sanctioned Party Lists of the

European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

14.4 If required to enable authorities or Seller to conduct export control checks, Buyer, upon request by Seller, shall promptly provide Seller with all information pertaining to the particular end-customer, the particular destination and the particular intended use of goods, works and services provided by Seller, as well as any export control restrictions existing.

14.5 Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof.

## **15. RESERVATION CLAUSE**

Seller shall not be obligated to fulfill the contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. In this case, Buyer's claims for damages are excluded.

## **16. APPLICABLE LAW, DISPUTES**

16.1 Swedish law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be applicable to the purchase contract entered into and all disputes arising out of the contract.

16.2 In the event of a dispute of any nature whatsoever relating to the performance of the contract, the parties agree to submit it to the exclusive jurisdiction of the courts of Stockholm, Sweden.