

## GENERAL TERMS AND CONDITIONS FOR EXPORT

(Version 2018)

### 1. SCOPE

The terms and conditions set forth herein (hereinafter referred to as the "Terms and Conditions") along with any associated written specification, quotation and/or supplemental terms and conditions will govern the sale of goods by Eldon (hereinafter referred to as the "Supplier"), and represents the entire Agreement between the Customer and the Supplier with respect thereto. These conditions apply to all legal relationships with the Supplier. The applicability of the Customer's general terms and conditions is hereby explicitly rejected. Customer's receipt or acceptance of delivery of any of the goods ordered or purchased hereunder will constitute its acceptance of these Terms and Conditions.

No addition or modification to these Terms and Conditions will be binding on the Supplier unless agreed to in writing signed by Supplier's authorized representative.

### 2. OFFERS AND QUOTATIONS

All offers and/or quotations of the Supplier are carried out exclusively on the basis of these Terms and Conditions. Offers and quotations do not constitute a contract and are of no contractual value unless specifically stated otherwise. Supplier's offers and/or quotations may not be reproduced or disclosed to third parties without Supplier's consent.

The Supplier reserves the right at all times to refuse orders, stipulate additional Conditions (such conditions are to be treated as forming a term of the Contract) or revoke any offer or quotation. A quotation or offer lapses if the goods which the quotation or offer relates to are in the meantime no longer available.

### 3. FORMATION OF THE CONTRACT

3.1. Agreements (and amendments to them) are formed by means of a written or electronic order confirmation sent by the Supplier or by virtue of Supplier's commencement of the actual performance of the Agreement. The Supplier reserves the right at all times to refuse orders and/or assignments or to attach further conditions to the delivery and/or the performance of the work.

3.2. All Agreements are formed under the condition subsequent, which may only be invoked by the Supplier, that the Customer is sufficiently creditworthy.

3.3. The Supplier is authorized, if it considers this necessary or desirable for the correct performance of the order issued to the Supplier, to engage third parties for the performance of the Agreement. The Supplier shall pass on the reasonable costs of this to the Customer. The Supplier shall consult the Customer on this subject if possible and/or necessary.

### 4. CHANGES AND CANCELLATION

Orders accepted by the Supplier are not subject to changes or cancellations by the Customer, except with Supplier's written consent. In such cases where the Supplier authorizes changes or cancellation, the Supplier reserves the right to charge the Customer with reasonable costs based upon expenses already incurred and commitments made by the Supplier plus a reasonable profit.

### 5. PRICE

5.1. The price of goods shall be the price quoted by the Supplier to the Customer in the Supplier's Pricing Agreement or the price set out in the Supplier's published Price List in force as at the date of delivery. The price of the products is denominated in Euro.

5.2. The Supplier may, by giving notice to the Customer in a timely manner, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- 5.2.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 5.2.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 5.2.3. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

### 6. PAYMENT TERMS

6.1. The Products shall be invoiced in Euro. Invoices shall be paid in full without any deductions, withholding, set-off or counterclaim for any reason whatsoever unless otherwise agreed in writing by the parties.

6.2. Unless otherwise agreed in writing by the parties, payment for the Goods shall be made not later than thirty (30) natural days from the invoice date. Notwithstanding the previous sentence the Supplier may at any time require the Customer to make payment in advance of delivery especially for special orders related to products that are not in the index of the annual catalog of the Supplier.

6.3. The Supplier retains the right to grant or reduce credit to the Customer at any time. Credit will be given to the Customer in the form and amount acceptable to the Supplier in line with the Supplier financial policy to insure all sales with a first-rate credit risk insurance company. In the event the credit ratings of the Customer are not acceptable to Eldon, Eldon may change the payment conditions by reducing the credit days, demand advance payments or other guarantees such as and not limited to confirmed letters of Credit or bank guarantees by a first-class bank.

6.4. In the event the time period referred to in article 6.2. is exceeded, without prejudice to any other rights and remedies available to Eldon, Eldon shall (at its option) be entitled:

6.4.1. to treat the Agreement as repudiated by the Customer to suspend or cancel further delivery of goods and/or the provision of services or any other Agreement between them and claim damages;

6.4.2. to affirm the Agreement and claim damages from the Customer; and,

6.4.3. to recover, in addition to the payment, interest on the unpaid amount at the rate of 1.5 % per month or the maximum amount permitted by law, until payment is full made.

6.5. The Customer will be obliged to pay all judicial and extrajudicial costs involved in the collection of any amount due, such as attachment costs, legal costs, the costs for the filing of a bankruptcy and extrajudicial collection costs.

### 7. RETENTION OF TITLE AND RISK

Until the Price has been paid in full (including any interest and/or costs owed), the goods delivered by the Supplier will remain the property of the Supplier.

In the event that the Customer fails to comply with its obligations or there is a reasonable fear that it will fail to comply with its obligations, the Supplier will be authorized to remove the goods delivered from the Customer or third parties that are holding the goods for the Customer, or have them removed. The taking back of deliveries, exercise of the retention of title or seizure of deliveries do not constitute a rescission of the Agreement unless the Supplier expressly provides so.

The risk in the goods shall pass to the Customer on completion of delivery.

### 8. NON EXCLUSIVITY

No exclusivity or similar rights of any kind are granted to the Customer, and therefore, the Supplier is entitled to supply goods and/or services similar to the goods and/or services provided to the Customer to any other third party at its free discretion.

### 9. DELIVERY AND DELIVERY TERMS

9.1. The Supplier shall ensure that each delivery of the goods is accompanied by a delivery note that shows the date of the order, all relevant Customer and Supplier reference numbers, the type and quantity of the goods, among other relevant information.

9.2. Delivery times given for products are Ex Works. All delivery costs are borne by the Customer.

9.3. The agreed delivery times shall commence as soon as the Supplier has confirmed the order in writing and has received the agreed advance payment unless otherwise agreed by the parties.

9.4. The Supplier hereby agrees to on-time delivery based upon the timeline set forth in the written order confirmation. If the Supplier considers that delivery cannot take place within the delivery timeline agreed upon, the Supplier shall, as soon as possible, inform the Customer indicating the possible duration of delay.

9.5. In the above case, the Supplier and the Customer shall work together to arrange an alternative schedule for Eldon to provide goods to the Customer in a manner in which allows for the least interruption in the Customer's supply chain.

9.6. Eldon may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.

### 10. INSPECTION AND ACCEPTANCE

10.1. Upon delivery the Customer must immediately inspect the goods. If the Customer establishes visual defects, any damage must be noted on the delivery note and inform the Supplier. The report must include a description of the damage and the reference of the damaged product. Failure to do so will be treated as the Customer approving the goods and all claims for visible defects or shortfall in delivery will be rejected.

10.2. The Customer must report any discovered/latent defect within seven (7) days of their discovery indicating issue number and the product concerned along with photographs of the damaged product. Failure to do so will result in any such claim being rejected by Eldon.

10.3. The Customer acknowledges and accepts that missing items or over-supplies should be reported within five (5) days.

### 11. WARRANTY

The Supplier provides the Customer with a twenty four (24) month Manufacturer's Warranty from the date of delivery (the "Warranty Period"). The Manufacturer's Warranty is the only warranty given by the Supplier, and the Customer receives, no other warranty either expressed or implied.

### 12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), war, terrorism, riot, civil commotion, armed conflict, failure of energy sources or transport network, fires, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of vendors or subcontractors.

### 13. LIABILITY

13.1. Limit of liability: Eldon's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the Goods.

13.2. No consequential damages: Eldon shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement.

### 14. SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated prior to the expiration of the initial term as follows:

14.1. Material breach: upon the occurrence of a material breach or default as to any obligation by either party, the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) natural days following such notice, the Agreement will be immediately terminated.

14.2. Bankruptcy: upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (such party hereinafter referred to as the "Insolvent Party"), this Agreement may be terminated by the other party by giving written notice of termination to the Insolvent Party, such termination immediately effective upon the giving of such notice of termination.

14.3. Change of control: upon the occurrence of any material change in the management, ownership, control, sales personnel, sales and marketing capability or financial condition of either party (hereinafter referred to as the "Changed Party"), which has, or in the reasonable opinion of the other party could have, a material adverse effect on the business, prospects or operations of such changed party, this Agreement may be terminated by the other party by giving written notice of termination to the changed party, such termination being immediately effective upon the giving of such notice of termination.

14.4. Force Majeure: either party may terminate the Agreement (or the portion affected) upon fifteen (15) natural days advance notice if there is a force majeure event (as described in Article 12) lasting longer than thirty (30) natural days. In such case, the Customer shall pay to the Supplier amounts payable for all goods completed, expenses and services performed before the effective date of termination.

### 15. GOVERNING LAW; VENUE

The entire contractual relationship between the Customer and the Supplier shall be governed by the Law of Sweden.

Any disputes arising from or in connection with any Order shall be settled through friendly consultations between the parties. In case no settlement can be reached through consultations any litigation arising from or in connection with any Order shall be submitted to the exclusive jurisdiction and venue of Sweden.

### 16. SEVERABILITY

Should any of the terms of this Agreement be legally invalid for any reason whatsoever, this shall not affect the other provisions. The invalid provision shall be replaced by a legally valid provision.



Eldon. Enclosure solutions for you.