

## Pronova interior AB – General Delivery Terms

### 1. Applicability

- 1.1 These General Delivery Terms refer to all of Pronova's deliveries of products in accordance with an order or other form of delivery agreement concluded between Pronova and the Buyer ("Buyer") listed in the Agreement ("the Agreement") and exclude all other terms from the Buyer's side. The product constituting the contractual object ("the Product") is established in the Agreement.
- 1.2 An agreement has been reached when the Buyer has confirmed in writing the offer submitted by Pronova within the specified timeframe.
- 1.3 In the case of contradictory information in the documents, the documents are in the following order unless the circumstances obviously cause otherwise: 1) The agreement 2) Quotation 4) These general delivery terms 5) Samples, drawings and basis 6) Other documents.

### 2. Transfer of the Agreement

The buyer has no right to put someone else in his place or to transfer or assign any of his rights or obligations under the Agreement or the order of third parties without Pronova's prior written approval.

### 3. Quotation

3.1 Pronova's quotation is based on the fact that assembly can be carried out at one mounting opportunity.

3.2 The submitted offer is valid for the time specified in the quotation. If no validity has been specified, the quotation is valid for 30 days from its date of issue.

3.3 If the Buyer only accepts part of Pronova's offer, Pronova has the right to adjust the quoted price and the delivery terms in a corresponding amount.

### 4. Drawings basis

4.1 The offer submitted by Pronova is based on the manufacturing of interior details according to the Purchaser's provided drawings with completed construction solutions.

4.2 In the case of missing information in the Buyer's drawing basis about the required material, such as fittings, Pronova has the right to choose a professional version on its own.

4.3 Pronova's provided technical documents, other technical information and the rights to these are Pronova's exclusive property. The buyer does not have the right to use the quote for technical solutions alone or to transmit the information to third parties.

### 5. Delivery

5.1 The buyer is responsible for the fact that the building, in which Pronova's assembly is to take place, is in such condition that it is possible for Pronova to deliver the Product.

5.2 If Pronova judges that the Buyer has violated the Buyer's responsibility, as stated in Section 5.1, Pronova has the right to cancel the delivery. In case of objection of this paragraph, Pronova shall notify the purchaser with a written notice.

5.3 In case of discontinued delivery, the Buyer is not entitled to direct any claims against Pronova.

5.4 The buyer is responsible for additional costs, such as the cost of periods of storage, additional freight and other additional costs resulting from the lack of the Buyer's commitment.

5.5 If the Buyer fails to fulfill his obligations in such a way that the Agreement cannot be completed within three months of the agreed delivery date, Pronova is entitled to withdraw from the agreement in whole or in part, alternatively demand full payment despite the fact that the work could not be completed.

## 6. Terms of payment

6.1 Prices and terms of payment shall be stated in the agreement.

6.2 Unless agreed upon in the Agreement, payment shall be made within 30 days of the last of either the date of confirmation of the order or the agreed date of delivery.

6.3 If the Buyer is delayed with payment, interest will be payable in default under the Interest Act (1975: 635) Swedish law.

## 7. Inspection

7.1 The Buyer shall notify Pronova in writing and no later than one week after the Access Inspection, of any errors or other defects in the Product or in any other work performed by Pronova. In other cases, the buyer may not invoke errors against Pronova who have been visible to access inspection.

7.2 If the Purchaser chooses to take all or part of the Delivered Product in use without prior access inspection, this shall be deemed to be a Delivery Approval.

## 8. Warranty

Pronova guarantees quality in the product and other work performed by Pronova for two years from the delivery time point. The warranty does not cover the error specified in section 9.2 or errors caused by changes or additions made by the Buyer without prior written consent from Pronova.

## 9. Responsibility for errors

9.1 Errors refers to defects in execution, construction, function, manufacture and material which means that the Product or other work performed by Pronova does not comply with the terms of the Agreement.

9.2 Pronova is not responsible for any wear or damage caused by the Buyer or others.

9.3 The buyer shall notify Pronova at the latest within seven days after an error has been detected.

9.4 Pronova's responsibility for errors includes new execution, repair of the product or repayment of the price to the Buyer according to Pronova's trial. The penalties for errors mentioned in this section are the only penalties that the Buyer may claim against Pronova in case of defect in the product.

9.5 In case of defects in the Product or in any other work performed by Pronova, Pronova is not responsible for the Buyer's indirect damage such as loss of production, loss of profits or other indirect financial damage caused by the error.

9.6 Pronova is not responsible for errors occurring later than two years after the time of delivery.

## 10. Product Liability

10.1 Pronova is solely responsible for the calculations, delivery times and other commitments made by Pronova in relation to the Buyer, provided that the Buyer completed his part of the intermediaries to an agreement.

10.2 Pronova is not responsible for sustainability calculations on construction solutions other than made by Pronova or by Pronova consultant.

10.3 Pronova is not responsible for the Buyer's indirect damage such as loss of production, loss of profits or other indirect financial damage.

## 11. Documentation

Pronova provides cleaning instructions, any inspection reports and information regarding refrigeration systems and technical equipment instructions.

## 12. Climate Conditions

The room that installation work should be carried out in shall be well-dried. The room temperature must not be less than 18 ° C during the day and should not exceed 25 ° C. The relative humidity should be between 25% and 60%. Moisture ratio in structures that come into contact with the Product or other work performed by Pronova must not exceed 15.

## 13. Communication Obligation

The buyer shall notify Pronova in writing without delay in the event that it is likely that the Buyer will be in insolvency, that an assembly delay will occur or that an event due to Force Majeure will occur.

## 14. Retention of title

Ownership of the product is transferred to the Buyer when the Buyer has fully paid the payment according to the Agreement.

## 15. Force majeure

None of the Parties shall be liable for failure to comply with the agreement if the failure is due in circumstances which make it impossible or significantly complicate the contractual obligation. This assuming that the circumstance should not have been assumed and been beyond the parties' reasonable control and that reasonable efforts are made to remedy the circumstance.

## 16. Insolvency and breach of contract

16.1 If a party becomes insolvent, cancels the payments, initiates business reconstruction or is bankrupt, the other party is entitled to terminate the Agreement and any other agreements existing between the parties.

16.2 If the Buyer does not make the payment in accordance with the agreement entered into by the parties, Pronova is entitled to immediately terminate existing work. Upon such termination, the Buyer may not keep Pronova responsible for late delivery or other buyer arising inconvenience.

16.3 If a party commits a substantial breach of contract and does not take any amendment within one month after a written request, the other party is entitled to terminate the Agreement and any other agreement existing between the parties.

16.4 In case of cancellation, the defaulting party is obliged to replace the other party for both direct and indirect damage.

## 17. Changes

Any changes or additions to these General Delivery Terms shall be agreed in writing between the Parties.

## 18. Conflicts

Disputes arising from this Agreement shall be handled by the General Court.