

NORDIC HEATER

Nordic Heater AB Kraftvägen 24, 196 37 Kungsängen Stockholm County, Sweden

Phone: +46 8 584 700 21 . Fax: +46 8 583 525 45 . Mail: info@nordic-heater.se

VAT No: SE556616621001

General Sales and Delivery Conditions

1 General, Scope

1.1 Our general sales and delivery terms only apply to business to business transactions.

1.2 Our services and supplies are exclusively based on these General Sales and Delivery Conditions. Contradictory, deviating or completing purchase conditions of the buyer are not accepted unless we expressly confirm them in writing.

1.3 All proprietary rights and copyrights to cost estimates, drawings, patterns, and other documents are reserved. They may not be made available to third parties without our prior agreement and must be returned to us immediately on request should no order be placed.

1.4 Our General Sales and Delivery Conditions shall also apply to future business transactions even if not specially stipulated. Telephonic or oral agreements, additional understandings, affirmations and covenants, or later modifications of the contract are subject to our agreement in writing.

1.5 We reserve our rights to update these General Sales and Delivery Conditions. The latest valid version can always be found on our webpage www.nordic-heater.se.

2 Conclusion of the contract

2.1 The contract will only be valid after having received our order confirmation in writing.

2.2 Technical modifications as well as changes of shape, color are reserved within a reasonable scope.

2.3 An order means a binding offer. We may accept this offer within two weeks after receipt by sending an order confirmation to the customer within this time.

2.4 Should the order be transmitted electronically, we shall confirm the receipt as soon as possible. The confirmation is not yet an obliging acceptance of the order. The receipt confirmation may be combined with the acceptance declaration.

3 Prices and Payment

3.1 Unless otherwise agreed, our prices are calculated Ex Works Kungsängen, Sweden according to Incoterms 2010 and do not include freight, packing, loading etc. or the legal VAT. Unless otherwise agreed in writing, 50% of the agreed price shall be settled as down payment upon receipt of the order confirmation. The remaining payment of 50% is due before collection of the goods.

3.2 The agreed price (deemed Ex Works Kungsängen, Sweden) is fixed valid until delivery and not to be adjusted for any kind of price increase unless explicitly agreed between the parties and stated in the order confirmation.

3.3 In case of payment extensions or delayed payments, we are entitled to charge a reminder fee and interest of 8% calculated from due date. Any delays in payment will postpone the delivery date accordingly.

4 Terms of delivery and delivery dates

4.1 Terms and dates of delivery are only binding if confirmed by us. The delivery time is calculated from receipt of the down payment in accordance with paragraph 3.1. If the goods are in stock, delivery will be made upon receipt of full payment. The goods will be delivered Ex Works Kungsängen, Sweden according to Incoterms 2010.

4.2 The observance of delivery dates requires the due fulfilment of buyer's obligations in time. We shall inform the buyer as soon as possible if delays should be foreseeable.

4.3 Delivery terms and delivery dates shall be reasonably extended in case of Force Majeure or other unforeseeable events that are beyond our control, this includes strikes, lock outs, delays in the supply of energies, transport or traffic problems as far as such events substantially impair the execution of our performance.

4.4 Partial deliveries are allowed to a reasonable extent.

4.5 The delivery term is met if the goods are dispatched on expiration of the delivery term, or the readiness for dispatch is signaled to the buyer. If goods need to be accepted, the date of acceptance will apply, or if acceptance is refused with rightful reason, the notice of readiness for acceptance will be sufficient.

4.6 Transportation of the goods shall be affected by truck and is made on the buyer's expense and responsibility. We will prepare the goods for delivery by providing appropriate and safe packing in a wooden box. The cost for the box is not included in the price.

5 Passing of risk, acceptance, delay in acceptance and delivery

5.1 The acceptance of the goods is decisive for the passing of risk. This applies also to partial deliveries, or if we bear the shipping costs or the delivery and mounting of the goods. The risk in the goods shall pass on to the buyer without any special prior notice. The acceptance must take place at the scheduled date, or after our notice of readiness for acceptance.

5.2 Acceptance of the goods by authorized representative of the buyer is to be affected at our premises before delivery. The buyer shall not be entitled to refuse the acceptance in case of minor deficiencies. After the inspection, the parties should sign an acceptance protocol. If no acceptance inspection is carried out by the buyer, the acceptance of the goods shall be deemed to have taken place before delivery (i.e. when the goods is ready to be picked up for delivery).

5.3 Should the dispatch or the acceptance of the goods be delayed or made impossible due to circumstances for which we are not responsible, the risk shall pass on to the buyer at the date of sending the notice of dispatch or readiness. We are entitled and, on request of the buyer, obliged to insure the goods against all reasonable risks at buyer's cost.

5.4 Should the acceptance be delayed by the buyer, or if the buyer refrains from any participation, or if the acceptance is delayed by other reasons in the responsibility of the buyer, we shall be entitled to ask for damages resulting thereof including additional expenditure (e.g. storage cost). In this case we shall charge a lump sum payment of 0.5 % of the price for each calendar week, with a maximum of total 5 % of the price, beginning at the delivery date or, if no delivery date is fixed, at the date of the notice informing on the readiness for shipment. The proof of higher damages and our legal claims (special replacement and additional expenditures, reasonable indemnification, notice of termination) will not be impaired; the lump sum will, however, be deducted from any outstanding payments. The buyer will be entitled to give proof that our damage was not existent or insignificant or considerably lower than the requested amount.

5.5 If we fail to observe the agreed delivery date, the buyer is entitled to claim a penalty by giving a notice in writing within a reasonable time. The penalty shall correspond to an amount of 0,5% of price for each complete week of delay, but is limited to a maximum of 5 % of the price.

5.6 If the delay exceeds 30 days, the buyer may by notice in writing terminate the order. The buyer shall then be entitled to compensation for the proven loss suffered as a result of the our delay. Such compensation shall not exceed 5 % of the price.

6 Retention of title

6.1 The goods remain our property up to the full settlement of the price for the goods.

6.2 The buyer shall be obliged to take care of the goods under retention of title. Should any maintenance work be required, the buyer shall, at buyer's cost, provide the maintenance work at regular intervals.

6.3 The buyer agrees to inform us immediately on any access to the delivered goods,

e.g. foreclosure as well as on damage or destruction. The buyer shall also inform us immediately on any ownership change of the objects of our delivery or the change of buyer's business location.

6.4 We are entitled to withdraw from the contract and to ask damages instead of fulfillment in case the buyer acts contrary to the contract and especially in case of delayed payment or breach of his obligations. The filing of a petition in bankruptcy against the buyer entitles us to withdraw from the agreement and claim the immediate return of the delivered goods.

7 Warranties

7.1 The goods delivered by us will be brand new and have been manufactured from the proper materials and in compliance with the technical documentation provided at delivery.

7.2 Our warranty covers stated output, faultless material and design and appropriate and good workmanship.

7.3 The warranty period for the goods is 24 months calculated from acceptance in accordance with clause 5. Some components of the goods (e.g. chassi) are given a longer warranty period by specific undertaking by us.

7.4 If the goods, during the warranty period, are proved to be defective, the buyer shall immediately inform us of such defect in writing and we will undertake to, at our own responsibility and expense, remedy the claimed defect by repair or replacement (at our discretion). Replaced parts pass into our property. At our discretion, the repair shall take place in our workshop. All costs associated with warranty service and repair, including the cost of spare parts, installation and/or technical malfunctions shall be borne by us.

7.5 On specific request from the buyer, the repair can also take place on site. In this case, the working hours on site and the cost of the faulty parts will not be charged. Travel expenses, travel times and additional travel expenses shall, however, be paid by the buyer.

7.6 The buyer must provide us with the opportunity and sufficient time for making the repairs or replacement deliveries. If no agreement is reached, we shall not be liable for the consequences arising thereof. Only in urgent cases of operational safety hazard or to avoid excessive damages, the buyer shall be entitled to repair or have repaired the defects and charge the expenses to our account. In such cases, a prior written agreement shall be drawn up regarding the extent and cost of the repair.

7.7 Within the scope of legal regulations, the buyer shall be entitled to withdraw from the agreement in case we shall not meet a deadline reasonably agreed for the repair or replacement of an object showing a material defect, as long as this noncompliance is not due to such exceptional circumstances permitted by law. In case of a slight defect, the buyer shall only be entitled to a reduction of payment. This entitlement cannot be applied on any other claim.

7.8 Our warranty does not cover defects caused by circumstances which arise after the risk to the goods has passed to the buyer, e.g. defects due to inappropriate or improper maintenance or operation (including non observance of our Operating Manuals), overstressing, inappropriate storage or parking handling of the goods, incorrect installation or faulty repair by the buyer or to alterations carried out without our written consent. We shall neither be liable for normal wear and tear nor for deterioration.

7.9 In case of unqualified repairs made by the buyer or by third parties, we shall not be responsible for the consequences thereof. The same applies to modifications of the delivered goods or other interventions made without our prior agreement.

7.10 When a defect in a part of the goods has been remedied, we are liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original goods, i.e. 24 months. For the remaining parts of the goods, the original warranty period as stipulated in paragraph 7.3 shall be extended only by a period equal to a period during which and to the extent that the goods could not be used as intended as a result of the defect.

8. Liability

8.1 Should, due to our negligence, the buyer not be able to use the delivered object according to the contract because of the omitted instructions for operation and maintenance of the delivered object – then the solving according to clause 7 "Warranties" shall apply, excluding any further claim.

9. Conclusion, applicable law, competency of court

9.1 The business relationship, including these General Sales and Delivery Conditions, shall be construed in accordance with and be governed by the laws of Sweden.

9.2 Should one or more of the provisions of the contract, including these general

Terms and Conditions, be or become ineffective, the validity of the remaining provisions shall not be affected. The completely or partly ineffective provision shall be replaced by a provision that accomplishes, to the extent possible, the commercial purpose of the ineffective provision.

9.3 In case of any dispute, controversy or claim arising out of, or in relation to the sale and delivery of the goods, including the validity, invalidity, breach or termination of these General Sales and Delivery Conditions, the parties shall strive to amicable settlement. In case a settlement cannot be achieved, the dispute shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). 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.

9.4 The place of arbitration shall be Stockholm, Sweden, and the arbitral proceedings shall be conducted in English (or Swedish).

9.5 The parties shall recognize the arbitration award as final and binding and they undertake to carry it out voluntarily and without any delay.

Kungsängen in August 2019