

## Beijer Electronics' General Conditions of Sale

### 1. General

1.1 These General Conditions of Sale shall apply to all inquiries, offers, orders and agreements (collectively hereinafter referred to as "**Agreement**") in which any company within the Beijer Electronics Group ("**Beijer Electronics**") acts as a seller or supplier of any products or services ("**Products**") to a customer ("**Buyer**"). Thus, these General Conditions of Sale will take precedence and exclude the application of any conflicting or deviating specific or general terms or conditions of Buyer.

### 2. Offers and Acceptance

2.1 Beijer Electronics' offers are valid during the period stated on the offer or, when no period is stated, for thirty (30) days from the date of such offers. Beijer Electronics shall not be bound by any orders unless confirmed in writing.

2.2 Any information, specifications, data or other information contained in brochures, price lists, advertisements or catalogues etc. are only binding upon Beijer Electronics to the extent they are expressly referenced to and included in the Agreement.

### 3. Changes

3.1 Beijer Electronics may change Products without notifying Buyer in advance if such change does not affect the form, fit or function of Products.

3.2 Beijer Electronics will not notify Buyer in advance regarding any changes in processes, Products, drawings or transfer of production to other sites.

3.3 If the form, fit or function of Products is changed, Beijer Electronics will provide a "Product Change Notification" (PCN) to Buyer before implementation of such changes and Buyer will be given reasonable time to object to the proposed changes.

3.4 If Products are discontinued from Beijer Electronics or if Beijer Electronics for any other reason decides to remove Products from the market, an "End of Life" (EOL) document will be provided to Buyer. Beijer Electronics will provide the EOL documentation in advance and will provide reasonable support to Buyer in executing the discontinuation in a timely and effective way.

### 4. Delivery

4.1 In the event that Beijer Electronics, for the purposes of executing the Agreement, needs information or documentation from Buyer, the time of delivery shall not begin to apply until the moment such information or documentation has been received by Beijer Electronics.

4.2 Unless otherwise agreed in writing, delivery shall be made Ex Works at site stated in the Agreement (defined Incoterms 2010, as amended).

4.3 Buyer acknowledges that delivery dates are approximate and that Beijer Electronics shall have the right, at its sole discretion, to make partial deliveries.

4.4 If delivery cannot take place within the agreed time of delivery, Beijer Electronics shall have the right to extend the agreed time of delivery with the time required ("**Extended Delivery**").

4.5 If Products are not delivered within the Extended Delivery and the delay is substantial, Buyer may in writing demand delivery within a final reasonable period which shall not be less than three (3) weeks.

4.6 If delay in delivery is caused by any of the circumstances mentioned in Clause 11 below or by an act or omission of Buyer, the time for delivery shall be extended for a period which is reasonable having regard to all the circumstances in the case.

4.7 Termination of the Agreement pursuant to Clause 4 is the only remedy available to Buyer in case of delay on the part of Beijer Electronics. All other claims against Beijer Electronics relating to such delay shall be excluded. Under no circumstances shall Buyer be entitled to compensation for any indirect or consequential damages, costs or losses due to any delay in delivery.

### 5. Price and Payment

5.1 Unless otherwise agreed or stated in the Agreement, all prices stated are net prices exclusive of value added tax, any similar sales tax or any other tax or charge.

5.2 In the event that, after entering into the Agreement, changes in the exchange rates, taxes, duties or other governmental charges as well as any material and unforeseen costs for raw material or wages occur, which affect Beijer Electronics' costs for providing Products, Beijer Electronics shall have the right to change the prices accordingly.

5.3 Unless otherwise agreed in writing, invoices shall be paid by Buyer within thirty (30) days after the date of the invoice.

5.4 In the event that Buyer fails to pay in time, Beijer Electronics shall be entitled to interest on the unpaid amount from the due date of payment until the amount of the invoice has been paid in full. The rate of interest shall be 0.5 per cent per month.

5.5 Should, before completion of delivery, Beijer Electronics find reason to believe that Buyer will not duly fulfil its obligation to make payment, is suffering from reduced or potentially reduced solvency or some material change in its financial or legal status, Beijer Electronics shall have the right to demand adequate security or, without any liabilities towards Buyer, to terminate the Agreement.

5.6 If Buyer does not make payment on or before the date on which it is due, Seller shall be entitled to suspend further deliveries of Products to Buyer, to require Buyer to return relevant Products not paid for and if Buyer fails to do so promptly, enter any premises of Buyer or of any third party where such Products are stored in order to recover them.

5.7 WITHOUT AFFECTING THE PASSING OF RISK, PRODUCTS SHALL REMAIN THE PROPERTY OF BEIJER ELECTRONICS UNTIL PAID FOR IN FULL, TO THE EXTENT THAT SUCH RETENTION OF TITLE IS VALID UNDER THE APPLICABLE LAW.

### 6. Defects in Products

6.1 Beijer Electronics warrants that its quality and environment management systems comply with ISO 9001:2008 and ISO 14001:2004. Further, Beijer Electronics warrants that all Products comply with Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS II) and Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

6.2 Subject to the limitations set forth herein, Beijer Electronics will remedy, by either repair or replacement in accordance with Beijer Electronics "Warranty & Returns Policy" found on [www.beijerelectronics.com](http://www.beijerelectronics.com), any defect in Products that is shown to result from faulty design, material or material workmanship under normal use.

6.3 The undertakings set out herein are the only obligations undertaken by Beijer Electronics with respect to defects in Products, and is hence exclusive of any and all other warranties whether express or implied, relating to the Products including without limitation warranties regarding the Products' quality, functionality, applicability and availability, absence of errors, defects and/or interruptions, fitness for the individual Buyer's requirements or interaction with any other hardware or software.

6.4 Beijer Electronics does not make any representation as to the security of the Products, nor warrants that the Products will be free from bugs, errors, viruses or any other defects or harmful elements. Any data provided through or by the Products and any third party supplied software will be used at the sole risk of Buyer.

### 7. Product liability

7.1 Beijer Electronics agrees to indemnify and hold harmless Buyer from any claims due to death, personal injuries or damage to any property caused by a safety defect in a Product if and to the extent that Beijer Electronics is liable for such death, personal injuries or damage to any property under applicable mandatory product safety legislation. However, in no event shall Beijer Electronics be liable for any damage to goods manufactured or sold by Buyer, or to goods which Buyer's products form a part.

7.2 Any indemnification obligation is conditional upon Buyer promptly informing Beijer Electronics in writing of any claims regarding such death, personal injury or damage to any property received by or brought against Buyer and that Beijer Electronics shall have the right to undertake at its own expense the defence of any such claim in the name of Buyer. Buyer shall not be authorised to settle any such claim or to make any admission, which may be prejudicial to the interest of Beijer Electronics without the prior written consent of Beijer Electronics.

### 8. Limitation of Liability

8.1 Beijer Electronics' liability shall be limited to defects in Products that appear within a period of twelve (12) months from the delivery date, unless Beijer Electronics has explicitly agreed to a longer period of liability for a certain Product.

8.2 As regards to software provided by Beijer Electronics, Beijer Electronics' liability shall be limited to defects that appear within a period of fourteen (14) days from the delivery date. A software license acquired by

Buyer from Beijer Electronics cannot under any circumstances be transferred back to Beijer Electronics. Beijer Electronics does not make any representation as to the security of Products, nor warrants that Products will be free from bugs, errors, viruses or any other defects or harmful elements. Any data provided through or by Products and any third party supplied software will be used at the sole risk of Buyer. However, third party supplied software approved by Beijer Electronics will be covered by Beijer Electronics warranty policy.

8.3 Beijer Electronics' liability to Buyer for claims relating to defects in Products shall be limited to repair or replacement as set forth in Clause 6.2.

8.4 Beijer Electronics takes no responsibility for any defects if the serial number of Products are defaced, modified or missing, the Warranty period of Products have expired or Products' seal is broken. This also includes but is not limited to incorrect installation, alteration, misuse, improper storage, faulty maintenance of Products or unusual external conditions. Further, normal wear and tear of Products shall not constitute defects.

8.5 To the maximum extent permitted by applicable law, Beijer Electronics shall in no event be liable for special, multiple, indirect, incidental or consequential damages and losses, whether in contract, warranty, tort (including, but not limited to negligence, failure to warn or failure to test) strict liability or otherwise, including but not limited to loss of profits or revenue, loss of use of Products delay or claims of customers of Buyer or other users of Products, and in no event shall the aggregate liabilities of Beijer Electronics under any Agreement exceed the purchase price actually paid by Buyer to Beijer Electronics in respect of the Products concerned. Notwithstanding the foregoing, this Clause 8.5 does not exclude or restrict liability in respect of death or personal injury caused by negligence, fraud or any other liability, which cannot be excluded or restricted by applicable law.

8.6 Buyer agrees to indemnify, hold harmless and defend Beijer Electronics, its directors, officers and agents from any and all liabilities, losses, damages, costs, claims or lawsuits (including reasonable legal costs), settlements, judgement amounts and expenses, arising out of Buyer's use of Products, whether such liabilities, claims or lawsuits result from the negligent acts or omissions of Buyer, or otherwise from the use of Products by Buyer or by a third party either singly or in combination with other goods or software.

## 9. Intellectual Property Rights

9.1 Any and all intellectual property rights in or relating to Products, in whole or in part in any form including but not limited to, registered and unregistered trademarks, patents, inventions, designs, know-how, domain names and, copyrights and related rights, and all goodwill and rights of enforcement related, are and shall remain the exclusive property of Beijer Electronics.

9.2 Buyer shall immediately notify Beijer Electronics of any illegal or unauthorised use of any of Products or any of the intellectual property rights therein or relating thereto and shall assist Beijer Electronics in taking all steps necessary to defend Beijer Electronics' rights.

## 10. Confidentiality

10.1 Any technical, commercial or other information related to Products, including but not limited to specifications, processes, know-how, trade secrets, supplied or disclosed by Beijer Electronics to Buyer or otherwise obtained by Buyer whether prior to or after the conclusion of the Agreement, shall be treated as strictly confidential by Buyer. The confidentiality obligation shall not apply to any information, which Buyer can show was in its possession or in the public domain at its disclosure or subsequently has come into the public domain without any default on the part of Buyer.

10.2 In addition, the parties are obliged to ensure that their respective employees, consultants, sub-contractors and other persons who have access to confidential information through the parties shall maintain confidentiality on the terms set out in this Clause 10.

## 11. Force Majeure

11.1 Either party is exempted from liability if it is prevented from performing its obligations due to circumstances beyond its control which could not have been reasonably foreseen or expected at the time of making the relevant undertaking or entering into the relevant agreement and the consequences of which the party could not reasonably have avoided or overcome, such as war, warlike hostilities, military mobilization, floods and other natural events, labour disputes, strike, failure of the financial system, export and import restrictions and other governmental interferences, fire, accidents, water shortage, machine damage and other unforeseen disturbances in the production, general shortage of means of transportation or traffic disturbances at railroads, harbours or other traffic institutions, or

default or delayed delivery from sub-suppliers and sub-contractors or any other circumstances of whatever nature beyond the party's control and preventing that party's ability to fulfil its obligations.

11.2 A party who wishes to invoke a circumstance referred to in this Clause 11 shall inform the other party in writing promptly.

11.3 Each party is entitled to cancel any Agreement by written notice to the other if the performance of the other party's obligations is delayed by more than six (6) months due to circumstances set out in this Clause 11.

## 12. Immediate Termination

12.1 In addition to the parties' right to suspension or termination set forth elsewhere in the Agreement, either party shall have the right to terminate the Agreement immediately upon written notice in the event that the other party becomes insolvent, files for any form of bankruptcy, makes any assignment for the benefit of creditors, has a receiver, administrative receiver or officer appointed over the whole or a substantial part of the assets, or ceases to conduct business or where an equivalent act to any of the above occurs under the laws of the jurisdiction of the affected party.

12.2 Further, either party shall have the right to terminate the Agreement without prior notice if the other party should violate any material provision of the Agreement, and should fail to discontinue and make good such violation within thirty (30) days after receipt of notice in writing from the complaining party.

## 13. Code of Conduct

Beijer Electronics requires all its business activities to be carried out with a high degree of integrity and ethics and requests all its business partners to apply substantially similar standards. Beijer Electronics' Code of Conduct is found on [www.beijerelectronics.com](http://www.beijerelectronics.com) and Buyer acknowledges and commits to follow the Code of Conduct applicable from time to time and shall, upon Beijer Electronics' request, provide proof of its compliance.

## 14. Miscellaneous

14.1 If any provision of an Agreement or part thereof is found by any competent court or administrative body to be invalid or unenforceable, the parties shall agree upon necessary and reasonable adjustment of the Agreement for it to become valid or enforceable.

14.2 Buyer may not, wholly or partly, assign or transfer any right, benefit or obligation under the Agreement to any third party, without the prior written consent of Beijer Electronics.

## 15. Governing Law and Disputes

15.1 These General Conditions of Sale and any Agreement applicable between the parties shall be governed by the substantive laws of Sweden, but excluding its conflict of laws principles and the UN Convention for the International Sale of Goods (CISG).

15.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

15.3 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 Arbitral Tribunal shall be composed of three (3) arbitrators.

15.4 The seat of arbitration, and the place of the arbitral hearings, shall be, Malmö, Sweden. The language to be used in the arbitral proceedings shall be English. Any arbitral proceedings shall be kept strictly confidential.

15.5 Notwithstanding the foregoing, Beijer Electronics shall be entitled to apply to the relevant authority for an injunction to pay and to take legal proceedings against Buyer in the courts of general jurisdiction in the case of due and undisputed invoices.