

[2022-02-07]

NOK9 GENERAL CONDITIONS OF SALE

1. PREAMBLE

- 1.1 These General Conditions shall apply when NOK9 AB, NOK9 Service AB or NOK9 standards AB, or as stated in connection with the acceptance of these terms, another affiliate of NOK9 AB (hereinafter referred to as "NOK9") and a Customer agree thereto in writing or when referred to by NOK9 in a quotation, contract or an order confirmation (including for purchases online). A purchase order from a Customer becomes binding upon NOK9's written acceptance (hereinafter referred to as the "Contract"). When the General Conditions apply to a Contract, any deviations from them must be agreed in writing and the General Terms shall prevail over any standard terms or conditions of sale etc., attached in, or incorporated by reference into, any document sent by the Customer prior to or after the conclusion of a Contract.
- 1.2 The products or services to be supplied to the Customer under these General Conditions are hereinafter referred to as the Products or the Services. Nothing in these General Conditions shall be deemed to create any joint and several liability among any of the NOK9-companies. The obligations and liabilities shall only apply for the NOK9-company being a party to the Contract.

2. TERMS OF DELIVERY OF PRODUCTS

- 2.1 All deliveries of Products made under these General Conditions, shall be made Ex Works (EXW), (Incoterms 2020), NOK9's premises in Sweden, unless specified otherwise in the Contract.

3. DATE OF DELIVERY OF PRODUCTS

- 3.1 NOK9 shall deliver the Products on the date specified in NOK9's order acceptance (the "Date of Delivery"). If no date of delivery is specified in an order acceptance, NOK9 shall deliver the Products within six months from the date of each order acceptance.
- 3.2 If NOK9 anticipates that it will not be able to deliver the Products on the Date of Delivery, NOK9 shall forthwith notify the Customer thereof in writing, stating the reason, and, if possible, a new date of delivery.
- 3.3 If NOK9 is not able to deliver the Products on the Date of Delivery due to a delay caused by an act or omission on the part of the Customer or by any of the circumstances mentioned in Section 13, the time for delivery shall be extended in relation to the delay.
- 3.4 If the Contract involves successive deliveries, each delivery shall be regarded as an independent transaction. Hence, in case of delay of a partial delivery, the Customer may not terminate the agreement, or make other claims regarding other partial deliveries.
- 3.5 If a delivery is delayed (having, if applicable, considered the extended delivery time according to Section 3.3 above) for more than ten weeks and this is not due to a circumstance for which the Customer is responsible, the Customer shall be entitled to terminate the purchase with regard to the part subject to delay, if the delay is of essential importance for the Customer and NOK9 realized or should have realized this. If

NOK9 fails to deliver the goods in time the Customer may in writing demand delivery within a final reasonable period which shall not be shorter than three weeks. If NOK9 fails to deliver within such final period and this is not due to any circumstance for which the Customer is responsible, the Customer may by written notice to NOK9, cancel the delivery in respect of the part of the goods which cannot be taken in use due to the delay.

- 3.6 If the Customer terminates the order in accordance with Section 3.5 above, the Customer shall be entitled to compensation for the loss it has suffered as a direct result of NOK9's delay. The total compensation in this respect shall be for the Customer's direct damages only and shall not exceed twenty-five percent (25%) of the price for the delayed Products. If the Customer does not terminate the order, the Customer shall not, unless otherwise specifically agreed, be entitled to any compensation for NOK9's failure to deliver on time.
 - 3.7 Termination under Section 3.5 and the right to compensation under Section 3.6 are the only remedies available to Customer in case of delay by NOK9. All other claims against NOK9 based on such delay shall be excluded, except where NOK9 has been guilty of gross negligence.
- ### 4. PAYMENT
- 4.1 Payment shall be as set out in the Contract. If payment terms are not stated in the Contract, payment shall be made by the Customer in USD and, regarding Products, either (i) by irrevocable Letter of Credit received by NOK9 two (2) weeks prior to the Date of Delivery, or (ii) through payment in cash two (2) weeks prior to the Date of Delivery. NOK9 may request payment in advance regarding the provision of Services. Such advance payment will be used to settle future invoices. The total price for provided Services may be higher or lower than the amount paid in advance. Other payments shall be made within 30 days from date of invoice.
 - 4.2 In the event of cash payment, payment shall not be deemed to have been effected before NOK9's account has been fully and irrevocably credited.
 - 4.3 The Customer shall pay any costs reasonably incurred by NOK9 in performing the Services.
 - 4.4 If the Customer fails to pay by the stipulated date, NOK9 shall be entitled to interest at an annual rate of eight (8) per cent above the general discount rate charged by Sveriges Riksbank from time to time, from the due date to the date when payment is received by NOK9.
 - 4.5 In the event the Customer fails to pay in due time and in the proper manner according to the above, NOK9 shall be entitled to suspend its performance of the Contract until it receives payment or terminate the Contract; NOK9 shall be entitled to damages whether or not NOK9 terminates the contract.
 - 4.6 If NOK9 has agreed to deliver Products before full payment has been made, NOK9 shall be entitled to provide the Customer a temporary license for use of the Products. The temporary license will be valid for a time period specified in

NOK9's order acceptance (or if not stated therein, for 30 days), after which the Products will be non-usable, until NOK9 has provided a permanent license. NOK9 shall not be obligated to provide the Customer with a permanent license until the Customer has made payment in full. NOK9 shall not be liable for any loss or damages of any kind resulting from the expiration of the temporary license. When full payment has been made, NOK9 shall provide the Customer a permanent license without undue delay.

5. RETENTION OF TITLE

5.1 The Products shall remain the property of NOK9 until paid for in full to the extent that such retention of title is valid under applicable law. The Customer shall at the request of NOK9 assist in taking any measures necessary to protect NOK9's title to the Products in the country concerned. The retention of title shall not affect the passing of risk under Section 2.

6. LIABILITY FOR DEFECTS IN PRODUCTS

6.1 NOK9 warrants that the Products are free from any defect in design, materials or workmanship for a period of twelve (12) months from the Date of Delivery, if nothing else is stated. This warranty shall only apply for the purchase of new Products and does not apply for a Customer's purchase of used products.

6.2 For defects in design, materials or workmanship in the Products which occur within the warranty period set out in Section 6.1, NOK9 undertakes, at its own opinion, to repair or replace the defective Product(s). Remedy of a defect shall take place at Customer's premises unless NOK9 finds it appropriate to have the defective part or Product(s) returned to NOK9 for repair or replacement or if repair can be performed through remote access. NOK9 shall on receipt of notification of defect be entitled to arrange inspection and analysis (below inspection) of goods delivered. If such inspection cannot be carried out for the reason that the Customer does not permit the taking of this measure, the Products shall be deemed to be of the quality and quantity stipulated in the Contract.

The Customer shall be responsible and bear all costs for the dismantling and reinstallation of the defective part or Product. NOK9 shall have fulfilled its obligations in respect of the defect upon delivery of a duly repaired or replaced part or Products to the Customer. If dismantling or reinstallation of parts or Products necessitates intervention in other equipment or products than the Products, the labor and costs resulting therefrom shall be borne by the Customer.

6.3 Transports to NOK9 in connection with repair or replacement of defective parts or Products during the warranty period shall be at Customer's risk and expense, whereas return transports to Customer after repair or replacement shall be at the risk and expense of NOK9, provided however that the Customer shall bear the risk and expense resulting for such transports if the Products are located at a location other than the address specified in the Contract. The Customer shall follow NOK9's instructions as to how the transport shall be carried out.

6.4 Defective parts or Products which are replaced by NOK9 according to Section 6.2, shall be placed at NOK9's disposal and shall become NOK9's property.

6.5 NOK9's liability, according to the warranty set out in this Section 6, is limited to defects which appear within the warranty period. The Customer shall without undue delay notify NOK9 in writing of any defect which appears, failure to which shall mean that the Customer loses his right to have the defect remedied.

6.6 NOK9 is liable only for defects which appear under the conditions of operation provided for in the Contract and under the intended and proper use of the Products. NOK9 shall have no further liability for defects or deficiencies other than what is stipulated above. This shall apply to all loss that the defect or deficiency may cause including direct and indirect loss. This limitation of NOK9's liability shall however not apply where NOK9 has been guilty of gross negligence.

6.7 NOK9's liability does not cover defects which are caused by faulty maintenance or use of the Products, incorrect installation or faulty repair by the Customer, or by alterations of hard- or software carried out without NOK9's consent in writing. Finally, NOK9's liability does not cover normal wear and tear, deterioration, or defects in wear parts and consumables included in the Products.

6.8 The warranty set forth in this Section 6 is the only warranty by NOK9 with respect to the products and no other warranty of any kind, whether statutory, written, oral, expressed, or implied, including but not limited to fitness for a particular purpose or merchantability, shall apply. Consequently, NOK9 shall not be liable for any defects other than those covered by the terms set out in this agreement.

7. LIABILITY FOR DAMAGE CAUSED BY THE PRODUCTS OR SERVICES

7.1 NOK9 will indemnify and hold harmless the Customer from claims, suits or actions made against the Customer during the period set out in Section 6.1 by third parties based upon bodily injury (including death) or damage to property caused by defects in the Products or Services, but only if and to the extent that the Customer is liable for such bodily injury or property damage under the relevant laws and NOK9 has acted negligently; provided that the Customer will promptly advise NOK9 in writing of any notice or claim of such injury or damage and of the commencement of any suit or action for such injury or damage received by or brought against the Customer. NOK9 shall have the right to undertake at its own expense the defense of any such claim, suit or action in the name of the Customer. The Customer shall not be authorized to settle any such claim, suit or action or to make any admission which may be prejudicial to the interest of NOK9 without the prior written consent of NOK9.

7.2 Notwithstanding the provisions of this Section 7, the liability of NOK9 for bodily injury (including death) or damage to property shall only apply to the extent that indemnity for the injury or damage may be payable from a product liability insurance maintained by NOK9.

8. USE OF THE PRODUCTS OR SERVICES

8.1 It is expressly understood that NOK9 disclaims any and all liability for the customer's actual or intended use of the products or services. The use of the products or services may at all times be subject to any third party intellectual property rights, including copyright.

8.2 The Customer will indemnify and hold harmless NOK9 from claims, suits or actions made against NOK9 by third parties based upon Customer's use or disposition of the Products or Services; provided that NOK9 will promptly advise the Customer in writing of any notice or claim of damage and of the commencement of any suit or action for such damage received by or brought against NOK9.

9. LIABILITY FOR DEFECTS IN SERVICES ETC

9.1 In the event NOK9 has been negligent in the performance of the Services (hereinafter referred to as Fault in this Section 9), NOK9 shall, without unreasonable delay, rectify the Fault

complained by the Customer in accordance with Section 9.3 below. NOK9's responsibility shall not extend to situations in which the correction of the Fault would cause NOK9 to suffer inconvenience or incur costs, the extent of which are unreasonable in proportion to the significance of the Fault for the Customer. In the event NOK9 does not rectify the Fault, the Customer shall, with the limitations set out in these General Conditions, be entitled to a reasonable reduction in compensation for the deficient work.

9.2 When performing calibration or other Services on a Product, NOK9 shall be entitled to make adjustments of the Product or the measurement values without the Customer's approval. However, where such adjustments are subject to additional charges, the Customer shall give its prior approval.

9.3 In order to preserve its rights to commence proceedings, the Customer shall without undue delay lodge a complaint with NOK9 for such Faults the Customer discovers or ought to have discovered, however in no case later than six (6) months after performance of the deficient work. The complaint shall contain clear information on the nature and extent of the Fault.

9.4 The right of the Customer to damages or other compensation is forfeited if the complaint is not made according to this Section 9.

9.5 Other than in the event of gross negligence, the provisions of this Section 9 exhaustively regulate NOK9's liability for Faults.

10. FIRST OPTION TO BUY

10.1 For the purpose of ensuring the quality of the Products, NOK9 shall have a right to re-purchase the Products, as a first option to buy, should the Customer intend to sell the Products to a third party. If the Customer intends to sell the Products, the Customer shall without delay deliver an offer to NOK9 containing a specified price and complete details of the intended buyer (the Buyer). NOK9 may within three (3) weeks from receipt of the offer request that the Customer shall within two (2) weeks from receipt of written notice transfer the Products to NOK9 against cash payment at the price specified in the Customer's offer. If NOK9 does not exercise its pre-emptive right within said period of time, the Customer shall be free to sell the Products to the Buyer against cash payment and at the offered price. If the Customer fails to fully comply with this Section, NOK9 shall be entitled to liquidated damages amounting to the total purchase price that the Customer originally paid to NOK9 for the Products.

11. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

11.1 All right, title and interest in any intellectual property rights and know-how related to the Products shall, for the avoidance of any doubt, belong to NOK9. Customer shall not copy, modify, make derivative works based on the Products or any software delivered with, or embedded in the Products and its accompanying documentation, (or any portion thereof), or reverse engineer, disassemble or decompile any source code of the Product or such software or analyse, use or otherwise access the Product or the software to build a similar or competitive product or service or to copy its features or functionality.

11.2 NOK9 may, at its expense, defend a claim or suit brought against Customer alleging that any Products furnished or Services delivered hereunder infringe a patent, copyright or other intellectual property right in Sweden or the country of the Customer, and shall in such case pay all costs and damages finally awarded, provided that NOK9 is given

prompt written notice from the Customer of such claim and is given information, reasonable assistance and sole authority to defend or settle the claim.

11.3 In the defense or settle of the claim, NOK9 may obtain for the Customer the right to continue using the Products, replace or modify the Products so that it becomes non-infringing or, if such remedies are not reasonably available, grant Customer a credit for the purchase price for the Products as depreciated and accept their return.

11.4 NOK9 shall not have any liability if the alleged infringement is based upon the use of the Products or Services in combination with other products or devices not furnished by NOK9. NOK9 disclaims all other liability for patent and copyright infringement, including any direct, incidental or consequential damages.

12. CONFIDENTIALITY

12.1 Customer shall not reveal confidential information received from NOK9, including but not limited to prices and other commercial terms in quotes and Contracts or negotiations related thereto, technical data or know-how and other information regarding hardware and software, nor use such confidential information otherwise than for the intended use of the Products. Customer shall take all necessary precautions reasonably calculated to prevent an unauthorized disclosure or use of such confidential information by the Customer's employees, subagents or other intermediaries.

12.2 Customer shall not without compelling reason reveal the contents of these General Conditions and any Contract, or any arbitration award or information regarding negotiations or arbitration or mediation proceedings related thereto.

12.3 The confidentiality and restricted use of information set out in these General Conditions shall apply from the Contract date and for a period of ten (10) years thereafter.

12.4 When performing calibration or other Services on a Product on behalf of a Customer, NOK9 shall not reveal, share or disclose any measurement data, calibration values or other such information to any third party.

13. EVENTS OF RELIEF

13.1 Each party shall be excused from fulfillment of any obligations (except payment obligations) under the Contract to the extent that and for so long as such fulfillment is prevented or delayed by an industrial dispute or any other cause beyond its reasonable control, such as, but not limited to, riots; floods; war; warlike hostilities; fires; embargo; shortage of labor, power, fuel, means of transportation or common lack of other necessities or delayed delivery from any supplier caused by such an event of relief on the supplier's behalf. The occurrence of any such event shall be notified to the other party without any delay. If by reason of any of the aforementioned circumstances, the fulfillment of the Contract becomes impossible for more than ninety (90) consecutive days, either party shall be entitled to terminate the Contract by written notice to the other party.

14. LIMITATION OF LIABILITY

14.1 NOK9's liability for any claim of any kind, including negligence whether arising out of a Contract or in tort, for any loss or damage arising out of, connected with, or resulting from a Contract or from the design, manufacture, sale, delivery, resale, installation, repair, service, calibration, operation or use of the Products or any part thereof shall under all circumstances be limited to USD 25,000.

14.2 In no event shall NOK9 be liable towards the Customer for

any loss of production or profit, loss of use, loss of data, loss of contracts or for any other consequential, economic or indirect loss whatsoever in respect of the sale, purchase, use or disposition of the products or services.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 These General Conditions and every Contract hereunder shall in all respects be governed by and construed in accordance with the substantive laws of Sweden as such laws are from time to time in effect. The rights and obligations of the Parties under these General Terms and any Contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods.

15.2 All disputes arising out of or in connection with these General Terms and any Contract shall be finally settled under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Should the amount of dispute be less than USD 50,000, the Institute's rules for expedited procedure shall be used. The arbitration proceedings shall be held in Malmö, Sweden and shall be conducted in the English language.