

**SIMPLEX MOTION GENERAL TERMS AND CONDITIONS FOR SALE****1. Scope**

These General Terms and Conditions for Sale (“**Terms**”) apply for all deliveries of products (“**Products**”) from Simplex Motion AB (“**Seller**”) to its customers (“**Buyer**”), under any agreement, confirmed order and/or offer (jointly a “**Contract**”) unless otherwise agreed in writing.

**2. Order confirmation/acceptance of offer**

2.1 An order placed by the Buyer shall not be deemed concluded and/or accepted by the Seller before the Buyer has received Seller's written or electronic acceptance of the order in the form of an order confirmation, or, as the case may be, the Seller has initiated a delivery under the order.

2.2 An offer by the Seller shall be deemed concluded upon written (including electronic communication) confirmation by the Buyer within the timeframe stipulated in the offer. Any amendments by the Buyer to any offer, or a late acceptance of the offer, shall be deemed as an order by the Buyer, subject to the terms of Clause 2.1.

**3. Payment terms**

3.1 Unless otherwise stipulated in the Contract, prices for Products are exclusive of VAT and other taxes or fees.

3.2 Payment shall be made in accordance with the payment terms set by the Seller in the order confirmation. If such payment terms have not been stated, payment shall be made in advance.

3.3 In case of late payment a delay interest of 10% will be applied.

3.4 To the fullest extent that retention of title is provided by applicable law, the Products shall remain the property of the Seller until the full purchase price and all incurred costs have been paid to the Seller or its transferee.

**4. Delivery**

The delivery clause is FCA INCOTERMS 2020, unless otherwise agreed in writing.

**5. Cancellation and changes**

5.1 A confirmed order or offer cannot be cancelled or changed, unless the Seller has provided a written approval hereof no later than 10 (ten) working days after the date of the order confirmation.

5.2 The Buyer shall indemnify the Seller for any costs and losses caused by such cancellation, which costs and losses in the aggregate shall never be less than 10% of the agreed purchase price for the cancelled Products excl. value added tax.

**6. Duty of inspection and claim**

6.1 Upon delivery, the Buyer shall immediately conduct such examination of the Products sold, which proper business purposes demands. If the delivery is insufficient or inadequate, the Buyer shall immediately hereafter notify the Seller.

6.2 In case of transport damages or other visible damages, the damages in question must be documented by making a note of this on the consignment note upon receipt of the Products.

6.3 If the Buyer does not immediately notify the Seller, as stated in this Clause 6, the Buyer shall be precluded from raising any claim against the Seller for the defects or insufficiency in question.

**7. Liability for defects**

7.1 The Seller shall at Seller's own option remedy any defect resulting from faulty design, materials or workmanship by either replacement or repair. Such remedy shall be arranged for without undue delay and shall be completed within a reasonable time. If remedy has been made, the Buyer shall have no further claims against the Seller for the defective Product.

7.2 If the Seller does not fulfil its remedial obligations within a reasonable period, the Buyer shall be entitled to in writing set a reasonable final deadline for remedy of minimum 20 working days. If remedy has not been fulfilled within the stated period, the Buyer may terminate the relevant order by notice in writing to the Seller in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties and demand a refund of payments made for the part in question.

7.3 Seller's liability applies for twelve (12) months from the date of delivery. For returned, replaced, or repaired parts, Seller's liability for defects applies for twelve (12) months from the date of the compensating delivery, replacement or repair, not exceeding twenty-four (24) months from the original delivery date.

**8. Limitation of liability**

8.1 Notwithstanding anything to the contrary herein, the Seller shall only be liable for documented direct loss. Hence, the Seller shall under no circumstance whatsoever be liable for any loss resulting from loss of production, profit, revenue, goodwill or expected savings, any loss or destruction of data; or any other consequential damage or indirect loss arising from delays or defects of the sold Products or any other performance or non-performance of the Seller.

8.2 The Seller's aggregate liability for any loss or damage towards the Buyer arising from or in continuation of a confirmed order or offer shall be limited to the total amount invoiced by the Seller to the Buyer for the confirmed order or offer in question.

**9. Force majeure**

9.1 The following circumstances shall involve exemption from liability, if they prevent the Seller from fulfilling the agreement or renders the performance unreasonably onerous for the Seller: work conflicts and any other circumstance beyond Seller's reasonable control, such as a pandemic, fire, war, terrorism, mobilization or unforeseen military calls of equivalent magnitude, requisition, seizure, currency restrictions, insurgency and unrest, international blockade, lack of transport options, general product disability,

power restrictions, extraordinary intervention by EU authorities or other authorities, public regulations and missing or delayed deliveries from sub-contractors due to some of the circumstances mentioned in this paragraph.

9.2 The Seller shall notify the Buyer without undue delay after a circumstance pursuant to section 9.1 occurs.

9.3 If the performance of the agreement is prevented for more than 3 (three) months due to circumstances stated in section 9.1, the parties shall be entitled to cancel the non-fulfilled part of the agreement without any compensation.

## **10. Product liability**

The Seller shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Buyer. Nor shall the Seller be liable for any damage to products manufactured by the Buyer or to Products of which the Buyer's products form a part. The Seller shall only be liable for Products to the extent that such liability is provided by applicable mandatory product liability provisions.

## **11. Compliance and non-military use**

11.1 The Buyer represents and warrants that it shall not knowingly cause any denied or sanctioned parties, entities, or organizations to receive any of the Products except as authorized by law.

11.2 The Buyer represents and warrants that it will use the Products for civil end-uses and not for any unauthorized military end-use (as defined in the relevant laws, regulations and/or orders of, inter alia, the US and the EU). The Buyer will not use them for chemical, nuclear, biological, or mass destruction weapons development, production, handling, operation, maintenance, storage, detection, identification, or dissemination nor the development, production, handling, operation, maintenance, storage, detection, identification, or dissemination of missile systems.

11.3 The Buyer represents and warrants that the Products will only be sold to customers that accept the above commitment as binding in relation to the Buyer and to its customers.

## **12. Disputes**

The Contract shall be governed by the substantive law of Sweden. Any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.