

WINTZELL & FRIED GENERAL TERMS AND CONDITIONS FOR SALE

These General Terms and Conditions for Sale (the "Terms") shall apply to all sales and deliveries from Wintzell & Fried AB ("Wintzell"). The Terms apply to and are incorporated into that offer, quotation, confirmation, or agreement ("Purchase Agreement") to which they are attached. In case of discrepancy between the Purchase Agreement or thereto related documents and these Terms, these Terms shall prevail. Any terms or conditions submitted by you ("Customer") to Wintzell which are inconsistent with, different than, or additional to these Terms, are hereby rejected.

1. Definitions

Unless the context or the circumstances obviously require otherwise, the following words and concepts shall be deemed to have the meanings as stated below.

- Customer – means the party to a Purchase Agreement that purchases, or is intended to purchase, Products from Wintzell.
- Order – means a purchase order from Customer in respect of purchase of the Products.
- Products – The products ordered by Customer which are subject for sale and delivery under the Purchase Agreement and these Terms.
- Purchase Agreement – The Agreement between the Customer and Wintzell for the sale of Products in accordance with Section 2.1 below.
- Specification – The specification of the ordered Products including if applicable Technical Data Sheets (TDS), Material Safety Data Sheets (MSDS), samples and concurrent Certificate of Analysis (CoA).
- Terms – These General Terms and Conditions for Purchase.
- Wintzell – Wintzell & Fried AB, 556235-8878.

2. Order of Products and conclusion of Purchase Agreement

2.1 A Purchase Agreement is concluded between Wintzell and the Customer when the Customer has issued an Order to Wintzell and Wintzell has accepted such Order.

3. Conformity with Order

3.1 Wintzell shall supply Products in accordance with the Specifications and terms of the Purchase Agreement.

3.2 Wintzell shall provide TDS, MSDS, and CoA as applicable.

4. Delivery and Acceptance

4.1 The agreed delivery term shall be construed in accordance with Incoterms 2010. Unless otherwise agreed, the delivery clause shall be "EXW". All delivery times set forth in the Purchase Agreement are only nonbinding estimates. Customer may not reject the Products or be entitled to a reduction in price if the Products are delivered outside of such times. Customer shall inspect the delivered Products within ten (10) days of their receipt and provide Wintzell with written notice of acceptance or rejection. If confirmation or notice is not made in time, the delivered Products will be deemed accepted by Customer.

4.2 Wintzell shall pack the Products in accordance with instructions issued by the Customer or otherwise as appropriate for the Products and its transportation method.

4.3 Unless otherwise set out in the Order or the Purchase Agreement, title in the Products will pass to Customer only upon Customer's full, final, and complete payment for the Products. Until such payment is received, Customer shall ensure that the Products: (i) remain under Customer's exclusive control; (ii) are clearly marked as belonging to Wintzell; and (iii) are not incorporated into any other goods or transformed in any manner.

5. Price and Payment

5.1 The price for Products is stated in the Purchase Agreement and shall apply until the parties agree on a new price in writing. Unless otherwise agreed, in writing, the price of the Products excludes all taxes, duties, fees, and other charges, which are the responsibility of Customer.

5.2 Unless otherwise set forth in the Purchase Agreement, Customer shall pay for the Products within thirty (30) days of the date of the applicable invoice.

6. Limited warranty

6.1 Wintzell warrants, for a period of one (1) year (unless a different period is agreed or is evident from the Specification) from the date the Products are delivered that all Products delivered under the Purchase Agreement shall not substantially differ from what is set out in the Specification. Wintzell hereby disclaims all other warranties, whether express or implied. Customer's sole and exclusive remedy for any breach of the foregoing warranty is, at Wintzell's option: (i) replacement of the non-conforming Product; or (ii) reimbursement of the portion of the purchase price that is attributable to the non-conforming Products. Customer shall provide Wintzell with written notice of any latent or hidden defects within five (5) business days of Customer's discovery of such defects.

7. Limitation of Liability

7.1 To the maximum extent permitted by applicable law, Wintzell hereby disclaims and shall not be liable to Customer for any consequential, incidental, or indirect damages, including, without limitation, loss of profit or production down-time, as a result of the Purchase Agreement or these Terms, even if Wintzell has been informed of the possibility of such damages. Wintzell's maximum liability under the Purchase Agreement and these Terms is limited to the aggregate value of Products sold to the Customer pursuant to the Purchase Agreement during the twelve (12) months immediately preceding the liability.

8. Severability and Assignment

8.1 If any provision of the Purchase Agreement or these Terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be severed from the Purchase Agreement or these Terms, as applicable. The remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the parties shall negotiate any necessary changes to the Purchase Agreement to maintain the spirit and the framework, structure and operation of the transactions contemplated by the Purchase Agreement.

8.2 Customer may not assign its rights or delegate any of its obligations under the Purchase Agreement or these Terms without the prior written consent of Wintzell.

9. Confidentiality

9.1 All information which is not publicly available, whether oral or written or in visual, electronic or tangible form, regarding or otherwise relating to a party or to any of its business matters, which has been disclosed or may be disclosed to the other party (the "Receiving Party") or which the Receiving Party has or may otherwise become aware of in connection with the Purchase Agreement, shall at all times be kept strictly confidential by the Receiving Party and not be used by it for any other purpose than the performance or enforcement of this Agreement, nor be disclosed by it to any third party without the prior written consent of the other party (such consent not to be unreasonably withheld).

9.2 The Receiving Party shall procure that its employees, consultants and sub-contractors or other persons, to whom confidential information is disclosed or who have access to such information sign a non-disclosure agreement for which content shall be substantially similar to this Section 9.

9.3 The obligation of confidentiality does not apply when the Receiving Party is required by law, regulation or a governmental decision to disclose information.

10. Set-off rights

10.1 Wintzell may, without prejudice to its other rights and remedies, set off any liability that Wintzell owes to Customer against any liability that Customer owes to Wintzell, regardless of whether such liability is matured or liquidated.

11. Force Majeure

11.1 If and to the extent that either party's performance of its obligations under the Purchase Agreement is impeded by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, difficulty sourcing raw materials, war, equipment breakdown, strike, lockout, labour dispute, and interruption in utilities or transportation, that it could not reasonably have been expected to have taken into account at the time the Purchase Agreement was entered into or to have avoided or overcome the effects of, such party shall be released from liability in damages for delay in performing or failure to perform such obligations.

12. Compliance

12.1 Each party shall comply with all laws and regulations relevant to the performance under the Purchase Agreement. This will include but not be limited to each party's obligation to treat dangerous goods in accordance with all applicable laws and regulations.

12.2 Customer shall handle, store, process, use, and transfer the Products in compliance with all applicable: (i) safety information provided by Wintzell; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Customer hereby represents to Wintzell that the Customer is a sophisticated customer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Products and goods, which may contain toxic, hazardous, or otherwise dangerous substances.

13. REACH

13.1 Customer and Wintzell shall at all times cooperate in order for the import of the Products to be in compliance with the requirements under REACH.

13.2 If the Products contain substances which require new authorization pursuant to REACH or the Products otherwise cannot be used or sold as intended when placing the Order, Wintzell can terminate the relevant Order without incurring any costs or damages.