



MAFi'S GENERAL TERMS AND CONDITIONS FOR DELIVERY

These general terms shall apply between MAFi Group AB, a company incorporated under the laws of Sweden with registration number 556679-4417 (the "Seller"), and the buyer (the "Buyer") that has issued a purchase order to the Seller, when the Seller has accepted such order with reference to these general terms, or the parties have otherwise agreed that they shall apply.

These general terms, together with the purchase order and the order confirmation, as applicable, shall constitute the purchase agreement (the "Purchase Agreement") entered into between the parties. The product or products which Seller is to deliver are hereinafter referred to as the "Product" and the price which is to be paid is hereinafter referred to as the "Price".

DELIVERY AND DELAY IN DELIVERY

1. Delivery terms

Delivery shall be made pursuant to the agreed INCOTERM and delivery location. Where no delivery terms have been agreed, delivery shall be made Ex Works pursuant to the INCOTERMS applicable at the time of execution of the Purchase Agreement.

2. Delivery time

Delivery shall be made as agreed.

3. Notice of delay

Where the Seller believes that delivery may be delayed, regardless of reason, the Seller shall immediately notify the Buyer of the estimated new delivery date.

4. Discharge from liability for delay in delivery (force majeure)

The Seller is entitled to postpone the performance of its obligations and is relieved from the consequences of non-performance of its obligations under the Purchase Agreement where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond the Seller's control. Such force majeure event can comprise, e.g., war or warlike situations and pandemic. Any delay in delivery on the part of any party assisting the Seller in the performance of the Purchase Agreement which is caused by any such force majeure event shall also constitute grounds for discharge from liability.

PAYMENT AND LATE PAYMENT

5. VAT and time for payment

The Price is exclusive of VAT, duties, and other applicable taxes unless otherwise stated.

Unless otherwise agreed, the Buyer shall pay the Price against invoice not later than 30 days after delivery of the Product.

6. Interest on arrears

Where the Buyer's payment is in arrears, the Seller shall be entitled to interest on arrears on the amount due as from the due date, at the interest rate which applies pursuant to the Swedish Interest Act.

7. Withholding performance

The Seller shall be entitled to withhold its performance irrespective of the reason for the Buyer's failure to pay in due time.

8. Termination due to late payment and damages upon termination

The Seller may terminate the Purchase Agreement where the Buyer fails to make payment within two months of the due date or where it is clear that the Buyer will not be able to pay. In the event of termination due to the Buyer's arrears in payment, the Seller shall be entitled to damages for all loss in addition to the interest on arrears.

9. Repossession

The Seller is the owner of the Product until it has been paid in full. The Seller shall be entitled to repossess the Product in connection with a termination. The Buyer agrees to store the Product separately and not remove, deface, or obscure identifying marks until ownership passes.

10. Obligation to take receipt of the Product

The Buyer is obligated to take receipt of the Product on the agreed date/upon delivery. Where the Buyer fails to take receipt of the Product on the agreed date/upon delivery, the Buyer shall nevertheless make payment as though delivery had taken place. The Seller shall ensure that the Product is stored at the Buyer's risk and expense. The Seller shall be entitled to terminate the Purchase Agreement where the Buyer's delay in taking receipt of the Product is unreasonable.

THE QUALITY OF THE PRODUCT AND THE SELLER'S LIABILITY FOR DEFECTS

11. Liability for defects

The characteristics and quality of the Product shall be consistent with specifications set forth in the Purchase Agreement. The Seller shall not otherwise be liable for the characteristics of the Product. The Seller shall not be liable for defects resulting from material, information, or instructions provided by the Buyer. The Seller shall also not be liable for defects or damage caused by the Buyer, e.g. insufficient maintenance or incorrect handling.

12. Liability period and notice of defect

The Seller shall only be liable for defects which existed at the time of the delivery. The Buyer must inspect the Product upon receipt and notify the Seller in writing of any defects within ten days. Failure to do so result in forfeiture of the right to complain of the defect.

13. Unfounded notice of defect

The Buyer shall compensate the Seller for any and all labour and costs where the Buyer gives notice of a defect in a Product and it is subsequently proven that there was no defect for which the Seller was liable.

14. Rectification of defects and termination

The Seller shall have the right and the obligation to rectify the defect through repair or through replacement of the Product (redelivery).

The Seller shall not be obligated to rectify a defect where doing so would be unreasonably burdensome, particularly in light of the costs of rectification when compared with the significance of the defect and/or the value of the Product. In such case, and if the Buyer does not want a redelivery, the Buyer's sole remedy shall be to terminate the Purchase Agreement and/or seek damages for all loss. In the event of such termination, the Buyer sole remedy shall be a refund of any purchase price paid in connection with the Purchase Agreement.

LIMITATION OF LIABILITY AND DISPUTES**15. Limitation of liability**

The Seller shall have no liability beyond that which follows from the preceding sections and the Buyer shall not be entitled to remedies due to the Seller's breach of contract other than those which follow from the preceding sections.

Under no circumstances shall the Seller be liable for any indirect, consequential, special, or incidental damages, including but not limited to loss of profits, loss of revenue, or loss of business opportunities, arising out of or in connection with the Purchase Agreement. Nothing in this clause shall limit or exclude the Seller's liability for damages caused by gross negligence or wilful misconduct.

16. Governing law and Jurisdiction

These general terms and conditions shall be governed by the substantive law of Sweden.

Any dispute, controversy or claim arising out of or in connection with these general terms and conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential.

MISCELLANEOUS**17. Confidentiality**

Each party agrees to keep confidential all non-public information disclosed during the course of business and regarding the Purchase Agreement, unless required by law.

18. Entire agreement

The parties confirm that the Purchase Agreement represents the entire understanding and constitutes the whole agreement between the parties relating to the subject matter thereof and supersedes all prior agreements and communications.
