

GENERAL CONDITIONS

1. Applicability

These General Terms and Conditions of Sale ("GTC") shall apply to all sales of products by JLM Group ("the Seller") together with, if the buyer is situated within the Nordic region, NLS 2019 or if the buyer is situated outside the Nordic region, Orgalime S 2012, ("the Buyer") whereby the GTC shall prevail. References to GTC are made in all documentation of the Seller, such as of quotes, order confirmations, invoices etc. GTC is also available on the Seller's website. Consequently, an order placed with the Seller shall be deemed to constitute an acceptance of GTC, unless otherwise expressly agreed in writing. Any General Terms and Conditions of the Buyer shall only constitute contractual content after written approval by the Seller.

2. Order and order confirmation

- a) The seller shall confirm an order in writing or by delivery. Any objection to the Seller's confirmation of an order must be made without delay.
- b) If an order or confirmation of an order has been made in writing, further commitments are binding on the Seller only after written confirmation thereof.
- c) The offer is not binding until a written confirmation, or order has been sent.

3. Terms of delivery

If a delivery term has been agreed, it shall be interpreted in accordance with the Incoterms in force at the time of the conclusion of the contract. Unless otherwise agreed, delivery shall be Ex Works. In addition to freight, the Seller is entitled to charge the costs of pallets, bulky goods and dangerous goods (ADR goods).

4. Force majeure etc.

The seller is exempt from penalty for failure to perform certain obligations under the contract if the failure is due to circumstances of the kind set out below and the circumstance prevents, significantly impedes or delays performance thereof. Exempting circumstances shall be deemed to include war, act or omission of government, new or changed legislation, labour dispute, blockade, fire, flood, mechanical breakdown, pandemic, impediment or breach of contract by a subcontractor or any other similar circumstance beyond the control of the Seller.

If the Seller proves that the obligations under the contract have become too onerous due to an event beyond the Seller's control which he could not reasonably have foreseen at the time of the conclusion of the contract and that the Seller could not reasonably have avoided the event or its consequences, the Seller is entitled to terminate the contract without giving the Buyer any right to compensation for this.

5. Delay

In case of delay, the Seller shall promptly inform the Buyer in writing and, if possible, the time when delivery can be expected.

The time of delivery may be postponed in accordance with the provisions of NLS 19 if these are applicable.

With the amendment of NLS 19, the delay must exceed 15 weeks for the Buyer to have the right to cancel the purchase and then only to the extent that the products have not been delivered. Such notice must be made in writing.

The Seller's liability for delays is limited to compensation for reasonable additional costs incurred in obtaining equivalent products from elsewhere. In no case shall compensation be paid for losses incurred as a result of the delay, such as loss of production, loss of profit and other consequential damages, unless the Seller has acted with gross negligence. In any event, the compensation shall not exceed the purchase price.

6. Remaining order

The Seller retains the right to cancel rest orders without prior notice.

7. Liability for defects

The Buyer is responsible for inspecting the products immediately after delivery and, within one week from delivery, for notifying the Seller of any defects or breakages that may have occurred. Any defects that could not be detected during such an inspection shall be notified as soon as possible and within one month of the defect being detected or should have been detected. The defect must also be claimed within 12 months of delivery for such defect to be enforceable against the Seller.

The Seller's obligation is limited to the Seller's choice of free repair (if this can be carried out within a reasonable time), replacement free of charge or a reduction of the purchase price.

Seller's liability for defects is limited to what is set forth in this paragraph 7 and applies to all losses resulting from defects in the goods, such as loss of production, loss of profits and other consequential damages, provided Seller is not grossly negligent.

8. Product liability

The Seller is only liable for damage caused by the products in accordance with the mandatory provisions of the Swedish Product Liability Act in force at the time. In addition, the provisions of NLS 19 apply.

9. Returns

Returns can only be made when it comes to stock goods and must be approved by the Seller. The Buyer must also provide the copy of the invoice for the stock goods in question. Returns of products with a value of less than SEK 200 are not accepted. Stock goods that are returned as good as new, complete and in undamaged original packaging will be credited with 80%.

Once the Seller has accepted a return, the goods must be returned by the Buyer to the Seller within 30 days, but no later than 60 days from the date of original delivery. If the return is not made or is made too late, the Buyer's right to return is forfeited.

A return made due to an incorrect delivery by the Seller or other error will be credited with 100 percent.

Returns due to a defect in the product for which the Seller is responsible according to point 7 above or due to the Seller's faulty delivery or mistake will be paid for by the Seller, other returns will be paid for by the Buyer.

10. Terms of payment etc.

Invoicing takes place after delivery with payment terms of 30 days net from invoice date. After the due date, interest on overdue payment will be charged according to the law.

The products remain the property of the Seller until full payment has been made.

The Seller is entitled to adjust the price quoted or confirmed to take account of a change in costs due to a measure taken by the authorities, a change in costs caused by war or other emergency with similar effect and relating to a supply or service which is essential for the goods, and a change in costs due to abnormal price changes in the materials contained in the goods. However, the agreed price shall be changed only if the change in cost is unobvious and significantly affects the entire cost of the goods.

11. Dispute

Disputes arising out of the agreement including these GTC shall be settled by arbitration administered by the Stockholm Chamber of Commerce's arbitration institute (SCC).

If the dispute concerns an amount between 20 to 50 price base amount (Sw: "prisbasbelopp"), the SCC Rules for Simplified Arbitration shall apply unless the SCC decides otherwise. If the dispute concerns an amount above 50 price base amounts, the SCC Arbitration Rules shall apply, whereby the SCC shall also determine whether the arbitration tribunal shall consist of one or three arbitrators. If the dispute concerns an amount less than 20 price base amounts or if the dispute concerns an undisputable and due claim, the party shall always have the right to bring an action before the general court instead.

The seat of the arbitration shall be Stockholm. Swedish law shall apply to the dispute.