



## General Conditions of Supply

### 1 Application and definitions

- 1.1 These general conditions apply when a Customer places an order based on the Seller's quotation, or when the parties have referred to them, or otherwise have agreed that they are applicable.
- 1.2 Deviations from these general conditions shall be in writing and signed by both parties to be valid.
- 1.3 "Customer" refers to the individual, or legal entity, that receives a quotation from, or places an order or otherwise enters into an agreement with, the Seller.
- 1.4 "Product" refers to the product that is to be delivered in accordance with the agreement between a Customer and the Seller.
- 1.5 "Seller" refers to Scandinavian Nonwoven AB.
- 1.6 "in writing" or "written" also refers to e-mail and other agreed means of communication.

### 2 Quotations and orders

- 2.1 The Customer's order is binding on both parties as soon as the Seller has confirmed it.
- 2.2 If an order has been preceded by a quotation from the Seller, the terms of the quotation will apply, provided that the order has been placed within the quotation's period of validity. If the order has been placed after the quotation has expired, the terms of it will apply if agreed by the parties in writing.
- 2.3 Binding orders cannot be changed or canceled by the Customer without the Seller's written approval. If the Seller approves a change or cancellation, the Seller is entitled to compensation corresponding to the work performed, and material procured, for the order until the date of change or cancellation, and that in any other way results from the change or cancellation.

### 3 Prices and payment

- 3.1 The price for the Product is stated in the quotation. If the quotation has expired when the order is placed, or if the order was not preceded by a quotation, the Seller shall quote the price when the order has been placed. The order will be binding unless the Customer within two (2) working days after such price quotation cancels the order in writing.
- 3.2 Payment shall be made within thirty (30) days from delivery or, when the Customer is responsible for a late delivery or delivery failure, from the date of invoice, unless otherwise agreed.
- 3.3 If Customer does not pay invoices on time, the Seller may suspend deliveries not yet delivered, as well as claim default interest of 1.5 percent per month. If payment is delayed for more than twenty (20) days, the Seller is also entitled to terminate the agreement with immediate effect. Termination of the agreement does not affect the Seller's right to payment for performed deliveries, including default interest.

- 3.4 The Seller reserves the right to adjust the price due to material changes in exchange rates, costs for material and transport. Material changes in this clause shall mean 5 % or more.
- 3.5 The Customer is not entitled to set off, or withhold, any part of the price based on any counterclaim.

### 4 Delivery and delay

- 4.1 Delivery shall be made FCA Seller's warehouse (INCOTERMS applicable at the time of the order), unless otherwise agreed by the parties.
- 4.2 The delivery time is stated in the quotation or, if the quotation had expired or no quotation has been made, in the Seller's order confirmation.
- 4.3 If a delivery is delayed, the Customer shall set a final reasonable grace period for such delivery. If the delivery is not made within the grace period, the Customer may cancel the delayed part of the delivery. The Customer's right to cancel is his sole remedy in case of a delayed delivery, and no other remedy is available.
- 4.4 The Seller reserves the right to deliver the ordered quantity +/- 10 %. The Seller is entitled to invoice a price corresponding to the delivered quantity.

### 5 Products and defects

- 5.1 The Product shall have the characteristics that are stated in the quotation or the technical data sheet. The Seller's liability for defects is limited to what is expressly stated in this clause, and no other properties or information are included, neither implied nor as stated in other documents or discussed by the parties.
- 5.2 The Customer is responsible for the Product being fit for purpose.
- 5.3 The Seller is only liable for defects that exist at the time of the delivery. Therefore, the Customer shall examine the Product as soon as possible under the circumstances.
- 5.4 The Customer loses his right to claim a defect if he does not give notice of the defect within a reasonable time after he has discovered, or ought to have discovered, the defect. In any event, the Customer loses the right to claim a defect if he does not give notice within three (3) months of the delivery date.
- 5.5 If Customer claims that a defect exists, the Seller may require samples, or other documentation, as evidence for the defect, and inspect the Product.
- 5.6 If the Product does not conform to clause 5.1, the Seller shall either deliver a substitute Product, or reduce the price for the delivery in proportion to the defect. The delivery of a substitute product, or a price reduction, is the Seller's only obligation in the event of a defect, and no other remedy is available to the Customer.

## 6 Limitations of liability

- 6.1 The liability of the Seller to the Customer is limited to direct damages, and an amount corresponding to the price for the relevant delivery. Hence, the Seller is not liable for any consequential damages, loss of profits, or any other indirect damages.
- 6.2 The Customer shall indemnify and keep the Seller harmless from and against any claim by a third party for damage or loss that are not the Seller's responsibility.

## 7 Force majeure

- 7.1 Hinders or circumstances outside the control of a party, which prevent the party from performing his obligations in whole or in part, shall release the party from the performance of an agreement until the hinder or circumstances have ceased, provided that they occurred after the agreement had been entered into and could not reasonably have been foreseen at that time, or been avoided by exercising reasonable care. The party is released from performing his obligations during the time that the hinders or circumstances remain. A party shall notify the other party of such hinder or circumstance as soon as possible.
- 7.2 If the execution of an agreement is delayed more than four (4) months due to hinders or circumstances establishing relief from liability according to clause 7.1, each party may terminate the agreement with immediate effect.

## 8 Confidentiality

- 8.1 During the term of the agreement and at least three (3) years thereafter, the parties shall keep all information received in connection with the agreement or the Products, whether in oral or written form, electronic or through other medium, or by observations in connection with visits or presentations, or otherwise, strictly confidential.
- 8.2 Clause 8.1 does not include information that the receiver can demonstrate (i) was generally known at the time of the disclosure or thereafter has become generally known other than by breach of contract by a party or its employees, (ii) was lawfully known by the receiver at the time of the disclosure, (iii) was lawfully received by the receiver from a third party, without any limitations

on disclosure or use, or (iv) must be disclosed by law or due to a decision by a court or authority.

- 8.3 The parties undertake not to, directly or indirectly, use or make available information that is protected in accordance with clause 8.1, for any other cause than the fulfilment of the agreement, and to store such protected information so that unauthorized people cannot gain access to it. Each party is responsible towards the other party for its confidentiality obligations being respected by people it engages in connection with the agreement.
- 8.4 When the agreement and the parties' cooperation expire, each party shall upon request immediately return all property belonging to the other party, which it has in its possession, together with all the documentation that is protected by this section 8.

## 9 Miscellaneous

- 9.1 A party does not have the right to transfer any of its rights or obligations of the agreement to a third party without the other party's written consent, with the exception that the Seller may transfer its right to receive payment from the Customer to a third party without the Customer's approval.
- 9.2 A party is entitled to terminate the agreement, and orders made under it, with immediate effect, if the other party during the term of the agreement enters liquidation, is declared bankrupt, initiates composition proceedings or reconstruction, suspends payments, or for probable cause cannot be expected to fulfil his contractual obligations due to insolvency.

## 10 Applicable law and dispute resolution

- 10.1 These general conditions, as well as any quotation, order, confirmation, and other parts of the parties' agreement, shall be governed by and constructed in accordance with the laws of Sweden, excluding its conflict of laws principles.
- 10.2 In the event of a dispute related to these general conditions, or the parties' agreement in general, the parties shall as a first step seek settlement of such dispute by negotiations or mediation. Should it not succeed, the dispute shall be settled by the general courts of Sweden, with the district court of Kristianstad in the first degree.