

**1. Applicability**

- 1.1 These General Terms and Conditions of Sale (the "**GTC**") apply to all deliveries from Holmbergs (as defined below) to the Buyer (as defined below).
- 1.2 The following terms shall have the meaning defined below.  
"**Holmbergs**" means Holmbergs Safety System Holding AB, reg.no. 556958-4666, and all its affiliates.  
"**Buyer**" means a party to which Holmbergs delivers Products and all its affiliates.  
"**Product**" means each product/component which Holmbergs delivers to the Buyer.
- 1.3 These GTC supersede any and all prior or subsequent additional pre-printed terms or conditions contained in the Buyer's requests for quotation or purchase orders or agreements relating to deliveries from Holmbergs to the Buyer.
- 1.4 Any modification or deviation from these GTC shall be agreed upon in writing and signed by the parties.

**2. Delivery**

- 2.1 Any agreed trade term shall be construed in accordance with INCOTERMS 2020.
- 2.2 If the Product is not delivered at the time for delivery, the Buyer shall be entitled to liquidated damages from the date on which delivery should have taken place.
- 2.3 The liquidated damages shall, for each commenced week of delay, be payable at a rate of 0.5 per cent of the purchase price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the Buyer. The liquidated damages shall not exceed 7.5 per cent of such part of the purchase price.
- 2.4 If the Buyer has not fulfilled in whole or in part its obligation or in any way has delayed a delivery, Holmbergs is entitled to reasonably extend time of delivery or cancel the delivery.
- 2.5 Liquidated damages under Section 2.2-2.3 shall be the only remedy available to the Buyer in case of delay on the part of Holmbergs, except where Holmbergs has been guilty of gross negligence.

**3. Price and payment**

- 3.1 The Buyer shall pay the prices specified in Holmbergs' order confirmation or, failing such, Holmbergs' quotation.
- 3.2 Unless otherwise agreed in writing, Holmbergs has the right to adjust pricing upon no less than 30 days' prior written notice to the Buyer.
- 3.3 Unless otherwise agreed in writing, payments shall be made by the Buyer in advance. Interest on overdue payment shall, to the extent permitted by law, be 1.5 per cent per month.

**4. Designated sub-contractors**

- 4.1 At the Buyer's request, Holmbergs may agree to sell the Product (at the pricing and other general terms agreed between Holmbergs and the Buyer) to any of the Buyer's designated sub-contractors, for incorporation into goods being purchased by the Buyer. Holmbergs may condition such sales on changes reasonably necessary to reflect different delivery locations, etc. The Buyer shall cause its designated sub-contractor to act in every respect in conformity with the provisions of these GTC and guarantees to Holmbergs any and all obligations and undertakings of the designated sub-contractor.

**5. Rights to the Products**

- 5.1 Holmbergs is the holder of all rights related to the Products, inclusive intellectual property rights and know-how (unless such rights were developed by the Buyer). Holmbergs' design and drawings may not be reproduced or disclosed to any third party.
- 5.2 All documentation regarding the Product or its manufacture submitted by one party to the other, prior or subsequent to the formation of the contract, shall remain the property of the submitting party. Documentation received by one party shall not, without the consent of the other party, be used for any other purpose than that for which it was submitted.

**6. Liability for defects**

- 6.1 Holmbergs warrants that the Products delivered by Holmbergs are free from defects in design, material and workmanship. Holmbergs' liability under this warranty shall be limited to replacement or repair free of charge, provided that notification of such failure or defect is given to Holmbergs in writing no later than two weeks after such failure or defect appeared. Holmbergs' liability for defects is limited to a period of twelve months from the date of delivery to the Buyer. Holmbergs shall not be liable for defects arising out of a design stipulated or specified by the Buyer.
- 6.2 Holmbergs shall have no other liability in case of failure or defect than those stated in Section 6.1, except where Holmbergs has been guilty of gross negligence.
- 6.3 The Buyer is solely responsible for the compliance, interaction and fitness for use of the Product in the Buyer's application. The Buyer shall indemnify, defend and hold Holmbergs harmless from and against any and all losses asserted by a third party to the extent arising out of or resulting from (i) the unauthorized alteration or modification of any Product by the Buyer or any third party on behalf of the Buyer, (ii) the Buyer's installation of the Product into the Buyer's application, (iii) the integration or interaction of the Product with products or components not supplied by Holmbergs, or (iv) the Buyer's negligent or wilful acts or omissions that result in personal injury or property damage to a third party.

**7. Product liability**

- 7.1 The limitations of Holmbergs' liability set out in Section 6 shall apply also with regard to product liability.
- 7.2 Holmbergs 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 Holmbergs be liable for any damage to products manufactured by the Buyer or to products of which the Buyer's products form a part.
- 7.3 If Holmbergs incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Buyer shall indemnify, defend and hold Holmbergs harmless.

**8. Consequential or indirect loss**

- 8.1 Holmbergs shall in no event be liable for loss of production, loss of profit, loss of revenue, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

**9. Applicable law and dispute resolution**

- 9.1 The GTC and any contract between Holmbergs and the Buyer shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).
- 9.2 Any dispute, controversy or claim arising out of or in connection with these GTC or any contract between Holmbergs and the Buyer, 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.

Date:

Executed by the Buyer, acting by:

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who, in accordance with the laws of the Buyer's territory, is/are acting under the authority of the Buyer