



# *RTI Group AB General Terms and Conditions of Sales and Delivery*

*These Terms and Conditions, as defined below, shall apply to all RTI Group AB (“RTI”) business relationships with Customers and shall constitute an integral part of all RTI Agreements.*

## **1 General**

- 1.1 These Terms and Conditions shall apply to the exclusion of any other terms or conditions and thus supersede and replace any prior contrary conditions, oral or written, between the Supplier and the Customer. Contrary conditions of the Customer or conditions of the Customer which deviate from our General Terms and Conditions shall not be accepted by us, unless we have given our explicit written consent to their applicability.*
- 1.2 Unless explicitly otherwise agreed upon, the General Terms and Conditions in their version valid at the time of the Purchaser’s order or in any case in the version most recently notified to the Purchaser in text format shall apply as framework agreement also to future contracts of the same type without any requirement on our part to refer to them in each individual case. Individual agreements made with the Purchaser in specific cases (including side agreements, amendments and modifications) after 1 February 2020 shall have priority over these General Terms and Conditions. Subject to counterevidence, a written contract or our written confirmation shall be decisive with respect to the contents of such agreements.*

## **2 Definitions**

*In these general terms and conditions, the terms set forth below shall have the following meanings:*

**“Agreement”** *means a written agreement between the Supplier and the Customer for the purchase of products sold by the Supplier, of which a Purchase Order and these General Terms and Conditions constitute an integral part;*

**“Confidential Information”** *means such information as referred to in section 15;*



**“Customer”** means the company which places a Purchase Order;

**“In Writing”** means messages sent by email or post;

**“Party”** means the Customer and the Supplier, individually;

**“Parties”** means the Customer and the Supplier jointly;

**“Purchase Order”** means an order for the Products in accordance with an Agreement or in a separate purchase order (as applicable);

**“Products”** means the products which are covered by an Agreement or a Purchase Order;

**“Product Support”** means service activities in connection with the Products, such as calibration and repair services.

**“Supplier”** means RTI Group Aktiebolag (AB);

**“Software”** means any software, library, utility, tool or other computer or program code provided by the Supplier to the Customer, whether installed locally on the Product hardware or otherwise accessed by the Customer through the internet or other remote means (such as websites, portals and cloud-based solutions), including any related documentation; and

**“Terms and Conditions”** means these general terms and conditions, which constitute an integral part of the Agreement.

### **3 Purchase Orders and Supply**

- 3.1 *Purchase Orders must be placed by the Customer in Writing. No Purchase Order is binding until the Supplier has confirmed an order. The Supplier will state the estimated delivery time in such confirmation. Notwithstanding the provisions in the Customer’s Purchase Order, each contract of sale shall be subject to the terms and conditions contained in these Terms and Conditions.*
- 3.2 *All Purchase Orders and additional orders, such as service and repair orders, shall include end customer information.*



## 4 Delivery and Packaging

- 4.1 *The Supplier shall deliver the Products in accordance with the delivery date stated in the confirmation of the Purchase Order. The expected lead-time from the Supplier shall, if not agreed separately between the Parties, be stated by the Supplier in the confirmation of the Purchase Order for each and every order.*
- 4.2 *The Customer is aware and acknowledges that the Supplier's delivery capacity varies depending on, inter alia, the general market conditions. As soon the Supplier has reason to assume that a delay in the agreed delivery could occur, the Supplier shall notify the Customer thereof and shall in such case be entitled to reasonable prolongation of the delivery date of up to twenty (20) Business Days. Notwithstanding the foregoing, the Supplier shall always endeavour to maintain a delivery capacity that enables the Supplier to deliver the Products in accordance with accepted Purchase Orders.*
- 4.3 *The Products shall be delivered from Supplier to the Customer under the following delivery terms:*
- (i) *regarding new Products or Products returned after upgrading or repair - CPT - Carriage Paid To (Incoterms 2020);*
  - (ii) *regarding Products returned after warranty actions - DAP - Delivered At Place (Incoterms 2020).*
- 4.4 *Any delivery from Customer to the Supplier, e.g. of Products returned for repair or calibration (whether under warranty terms or not), shall be delivered DAP - Delivered At Place (Incoterms 2020).*
- 4.5 *The Supplier shall deliver the Products using the Supplier's standard packaging.*
- 4.6 *The Supplier reserves the rights to sell and deliver its Products and services from any RTI Group subsidiaries or partners.*

## 5 Acceptance

- 5.1 *The Customer shall immediately following each delivery of any Product inspect the Product in order to identify any external damage and to ensure that the delivery is in accordance with the Purchase Order. Any defects or deficiencies which are detected in conjunction with delivery shall immediately be reported in writing to the Supplier.*



- 5.2 *When a Product is unpacked, and in any event before the Product has been used or sold by the Customer, the Customer shall perform a full inspection of the Product where such was not possible on receipt of the Product in question. The obligation to report any defects to the Supplier as set out in section 5.1 above shall apply in such context.*
- 5.3 *At the request of the Supplier, the Customer shall make defective goods available to the Supplier for inspection and control.*
- 5.4 *If the Customer does not report defects or deficiencies in Products delivered within the time limits set out above in this section 5, the Customer shall have no right to make any claims against the Supplier with regard to the default or defect.*

## **6 Prices and Payment**

- 6.1 *The prices for the Products, if not stated in the Purchase Order, shall be the prices set out in the Supplier's price list applicable at the time when the Supplier has received the order. The Supplier shall have the right to change the price list at any time during the continuance of the Agreement by giving the Customer thirty (30) days prior written notice.*
- 6.2 *Unless otherwise agreed in writing, the Customer shall pay for all Products under the Agreement not later than thirty (30) days from the date of the Supplier's invoice.*
- 6.3 *If the Customer fails to pay on time, the Supplier shall be entitled to:*
- (a) interest from the due date at the rate of interest determined by the Interest Act (Sw. Räntelag (1975:635));*
  - (b) to compensation for actual recovery costs; and*
  - (c) after having notified the Customer in writing thereof, giving the Customer additional time to pay or to provide sufficient security, suspend performance of the Supplier's contractual obligations in accordance with these Terms and Conditions until payment is made or sufficient securities are given.*
  - (d) pre-pay all future orders to the Supplier.*
- 6.4 *The Products shall remain the property of the Supplier until paid for in full by the Customer in accordance with this section 6, to the extent that such retention of title is valid under the relevant law*

## **7 Delay**

- 7.1 *A delay exists when delivery of the Products has not taken place on the agreed delivery date. For the purpose of this section 7, delivery shall be*



*deemed to have occurred (10) business days before actual delivery of the Products.*

*7.2 If the Supplier finds that it will not be able to deliver the Products at the agreed time or if delay on its part seems likely, it shall notify the Customer thereof in accordance with section 4.2.*

*7.3 In addition to reasonable prolongation in accordance with section 4.2, the time for delivery shall be extended by a period which having regard to the circumstances is reasonable if the delay in delivery is caused by one of the following reasons:*

- (a) an act or omission on the part of the Customer;*
- (b) suspension by the Supplier under Section 6.3(c) (failure by the Customer to pay in due time);*
- (c) any other circumstance for which the Customer is responsible; or*
- (d) a circumstance under Section 14 (Force Majeure).*

*The time for delivery shall be extended even if the reason for delay occurs after the originally agreed time for delivery.*

*7.4 If the Supplier fails to deliver the Products on time, the Customer is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of one (1) per cent of the agreed price for each commenced week of delay. If the delay concerns only a part of the Products, the liquidated damages shall be calculated on the part of the price which is properly attributable to the part of the Products which cannot be taken in use due to the delay. The liquidated damages shall not exceed ten (10) per cent of the price of that part which is the basis of the calculation. The Customer loses its right to claim liquidated damages if it has not lodged a written claim for such damages within six (6) months after the time when delivery should have taken place. For the avoidance of doubt, all liquidated damages under this Section 7 shall be calculated only on the value of the Products, or part of the Products, included in the delayed Purchase Order.*

*7.5 If the delay is such that the Customer has become entitled to maximum liquidated damages under Section 7.4 and the Products are still not delivered, the Customer may in writing demand delivery within a final reasonable period which shall not be less than one (1) week. If the Supplier fails to deliver within such final period and this is not due to any circumstance for which the Customer is responsible, the Customer may, by written notice to the Supplier,*



- (a) *terminate the Purchase Order in respect of that part of the Products which cannot be taken in use due to the delay; and*
- (b) *in case of such termination, be entitled to compensation for the loss it suffers due to the Supplier's delay to the extent that the loss exceeds the maximum of liquidated damages which the Customer may claim under Section 7.3. This compensation shall not exceed ten (10) per cent of that part of the price which is properly attributable to the part of the Products in respect of which the Purchase Order is terminated.*

- 7.6 *Except for liquidated damages under Section 7.4 and termination of the relevant Purchase Order, including limited compensation under Section 7.5(b), all claims in respect of the Supplier's delay shall be excluded. This limitation of the Supplier's liability shall not apply, however, where the Supplier has been guilty of gross negligence.*
- 7.7 *If the Customer finds that it will be unable to accept delivery of the Products on the agreed date, or if delay on its part seems likely, it shall without undue delay notify the Supplier thereof in writing stating the reason for the delay and, if possible, the time when it will be able to accept delivery. If the Customer fails to accept delivery on the agreed date, it shall nevertheless fulfil its payment obligations in regard to these Products.*
- 7.8 *Unless the Customer's failure to accept delivery as referred to in Section 7.7 is due to any such circumstance as described under Section 14 (Force Majeure), the Supplier may by written notice require the Customer to accept delivery within a reasonable period. If, for any reason for which the Supplier is not responsible, the Customer fails to accept delivery within such period, the Supplier may, by written notice to the Customer, terminate the Purchase Order in respect of the Products which is ready for delivery but has not been delivered due to the Customer's default. The Supplier shall then be entitled to compensation for the loss it has suffered due to the Customer's default. The compensation shall not exceed that part of the price which is attributable to the part of the Product in respect of which the Purchase Order is terminated.*

## **8 Liability for Defects**

- 8.1 *The Supplier shall remedy any defect in Products delivered, resulting from faulty design, specification, materials or workmanship attributable to the Supplier in accordance with the provisions of this section 8.*



- 8.2 *The Supplier is only liable for defects that appear under the intended and proper use of the Products, including regular service and calibrations of the Products at an authorized RTI service centre. Thus, the liability does not cover defects caused by faulty maintenance, unauthorized repairs, handling or incorrect storage or installation by the Customer or its customer, alterations of the Products carried out without the Supplier's prior written consent or normal wear and tear and deterioration.*
- 8.3 *The Supplier's liability is limited to defects which appear within the periods specified for the relevant Product, as set out in Appendix 1. In addition, Customer may purchase a special 10-year warranty program for certain product lines. For attending such program, the Products must be calibrated by an authorized RTI service centre, first time within 25 months from delivery and thereafter on a 24-month cycle.*
- 8.4 *The Customer shall notify the Supplier in writing of a defect without undue delay after the defect has appeared, and in no case later than two (2) weeks after the expiry of the liability periods as set out in Appendix 1. The notice shall contain a description of how the defect manifests itself. If the Customer fails to notify the Supplier in writing within the above time limits, the Customer forfeits its right to make any claim in respect of the defect. If there is reason to believe that the defect may cause damage, notice shall be given forthwith. If notice is not given forthwith, the Customer forfeits the right to make any claim based on damage which occurs, and which could have been avoided, if such notice had been given.*
- 8.5 *After receipt of a written notice under section 8.4, the Supplier shall, at the Supplier's option, repair or replace the Product or make a reasonable reduction of the purchase price for the Products without undue delay.*
- 8.6 *If the Customer gives such notice as referred to in section 8.4, and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the work and costs which it has incurred as a result of the notice.*
- 8.7 *All transports in connection with replacement shall be at the Customer's risk and at the Supplier's expense. The Customer shall follow the Supplier's instructions regarding how such transport shall be carried out.*
- 8.8 *If the Supplier fails to fulfil its obligations under section 8.5 within a reasonable time, the Customer may by written notice require the Supplier to do so within a final time. If the Supplier fails to fulfil its obligations within that time limit, the Customer may terminate the purchase of the defective Products in question by written notice.*
- 8.9 *The Supplier shall have no liability for defects save as stipulated above. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss. The limitation of the Supplier's liability under this section 8 shall, however, not apply where the*



*Supplier has been guilty of gross negligence. In addition, the Supplier shall have no liability for loss of data in meter hardware or tablet during calibration of the Product.*

## **9 Product Liability**

- 9.1 *The Supplier is not liable for any damage caused by the Product to any movable or immovable property or the consequences of such damage, which occurs after the Product is delivered to the Customer.*
- 9.2 *The Customer shall indemnify and hold the Supplier harmless to the extent that the Supplier incurs liability towards any third party in respect of loss or damage for which the Supplier is not liable in relation to the Customer following section 9.1. For the avoidance of doubt, the Customer shall have a liability to recourse all costs inflicted on the Supplier, due to any such claims.*
- 9.3 *Subject to the limitations stated above, the Supplier is liable for claims made by a consumer, in accordance with mandatory law for personal injury or damage to property caused by the Product.*
- 9.4 *If a claim for damage as described in this section 9 is lodged by a third party against one of the Parties, the latter Party shall forthwith inform the other Party thereof in writing.*
- 9.5 *A precondition for the Supplier's liability set forth in section 9.3 is that the Supplier has been notified in writing of such claim in accordance with section 9.4 and given authority to settle the claim or control the defence of any suit and proceeding.*
- 9.6 *In the event that a Product or parts thereof becomes subject to a recall decided by the Supplier, the Customer shall participate and assist in such a process in accordance with the Supplier's instructions. The Customer is entitled to compensation for its reasonable direct and documented costs occurred in relation to the provision of such assistance.*
- 9.7 *The limitation of the Supplier's liability set forth in this section 9 shall not apply where the Supplier has been guilty of gross negligence.*
- 9.8 *Both Parties shall keep and maintain product liability insurance in accordance with customary conditions.*



## **10 Intellectual Property Rights**

- 10.1 All intellectual property rights and other rights, including without limitation patents, design rights, trademarks, copyright and know how, relating to the Products and any and all documentation related thereto shall be the exclusive property of the Supplier.*
- 10.2 Nothing in this Agreement shall constitute or be construed as a transfer of ownership of any of the Supplier's intellectual property rights or other rights or to otherwise give the Customer any proprietary rights to the Supplier's intellectual property rights.*
- 10.3 The Customer shall not remove or change any trademark, trade name, sign or other mark on any Products or its packing, or make any alterations in the construction or design of any Product.*
- 10.4 The Customer shall promptly notify the Supplier of any actual, threatened or suspected infringement of the Supplier's patents, trademarks or other intellectual property rights or if any allegation is made that the corresponding rights of others are being infringed due to the sale of the Products.*
- 10.5 The Supplier is not obliged to defend its intellectual property rights. If the Supplier nevertheless chooses to defend its rights, the Customer shall assist the Supplier to a reasonable extent in conjunction therewith.*
- 10.6 In addition, in the event that any proceedings for infringement or challenge of the Supplier's intellectual property rights are instituted by a third party, the Supplier may, at its option, modify the Products to render them non-infringing, replace them with non-infringing products or obtain a suitable licence from a third party.*

## **11 Limitation of Liability**

- 11.1 Save for what follows from section 9, the Supplier's aggregate liability in relation to any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this Agreement or from the design, manufacture, sale, delivery, resale or use of the Products or any part thereof, as the case may be, shall be limited to the refund of the purchase price of the Products with respect to which the loss, damage or breach occurred.*
- 11.2 In no event shall the Supplier be liable towards the Customer for any loss of production or profit, loss of use, loss of data, loss of contracts or for any*



*other consequential, economic or indirect loss whatsoever in respect of the sale, purchase, use or disposition of the Product.*

- 11.3 *The limitation of the Supplier's liability in this section 11 shall not apply where the Supplier has been guilty of gross negligence.*

## **12 Software and License**

*The Customer has, at its purchase of the Products, received a copy of the Software to be installed by the Customer (as applicable) in accordance with the instructions provided by the Supplier. The use of Software is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals or other documentation included with the software media packaging or presented to the Customer during the installation or use of the Software, such as any click-thru, EULAs or other acceptance methods, and the Customer agrees to be bound by such license agreements.*

## **13 Product Support**

- 13.1 *The Supplier will, at the expense of the Customer, provide Product Support, such as calibration services, installation of new firmware etc. The price for such Product Support services, if not stated in a Purchase Order or in an additional order for Product Support, shall be the prices set out in the Supplier's price list applicable from time to time.*
- 13.2 *As previously stipulated under section 8.9, the Supplier shall have no liability for loss of data in meter hardware or tablet during calibration of the Products.*

## **14 Force Majeure**

- 14.1 *The Parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period, and to the extent that the due performance thereof by either of the Parties is prevented by reason of any circumstance beyond the control of the Parties ("**Discharging Circumstance**"). If not otherwise shown, war, warlike hostilities, mobilisation, or general military call-up, civil war, fire, flood, or other circumstances of similar importance, shall be considered as Discharging Circumstances.*
- 14.2 *If a Party wishes to invoke a Discharging Circumstance, it shall give immediate notice to the other Party of the commencement and the cessation of such Discharging Circumstance, failing which, the Party shall not be discharged from liability for any non-performance caused by such Discharging Circumstance.*



- 14.3 *The time for performance of the relevant obligations of a Party shall be appropriately extended by the period during which a Discharging Circumstance continues, provided, however, that if performance of a contractual obligation is prevented by a Discharging Circumstance for a period of six (6) months or more, each Party shall be entitled to terminate this Agreement.*

## 15 Confidentiality

- 15.1 *The Parties hereby undertake to hold in confidence and absolute secrecy any and all Confidential Information (as defined below), disclosed by the other Party pursuant to this Agreement and not to disclose to third parties any Confidential Information received. Furthermore, the Parties shall take reasonable steps to prevent an unauthorised disclosure or use of such Confidential Information by employees, subagents or other intermediaries.*
- 15.2 *For the purpose of this Agreement, “Confidential Information” means any and all information (whether in written or oral form), including but not limited to technical, practical, commercial information and the contents of this Agreement, save as provided under (a) – (d) below:*
- (a) information which is known or which becomes known in full detail to the public otherwise than by breach of the obligations herein contained;*
  - (b) information which the disclosing Party can show was in its possession before receiving it from the other Party;*
  - (c) information which a Party has received or receives from a third party without restraints as to the disclosure thereof;*
  - (d) information which a Party is legally obliged to disclose by compulsory law, court order or by order of another authority of competent jurisdiction.*
- 15.3 *This confidentiality undertaking shall survive any termination of this Agreement.*

## 16 Sanctions Compliance

*The Customer represents and warrants that they are not located in, organized under the laws of, or ordinarily resident in any country or territory that is subject to comprehensive economic or trade sanctions imposed by applicable governmental authorities and that is applicative the Products from the Supplier.*

*The Customer further represents that they are not listed on any sanctions or restricted party list maintained by relevant authorities, including but not limited to the Security Policy Department at the Swedish Ministry for*



*Foreign Affairs, United Nations, the European Union, the United States Department of the Treasury's Office of Foreign Assets Control (OFAC), Office of Financial Sanctions Implementation (OFSI) , or other applicable regulatory bodies.*

*The Customer agrees not to use the Products or Product Support services in violation of any applicable sanctions, laws or regulations, including by directly or indirectly engaging in transactions involving sanctioned persons, entities, or jurisdictions.*

*The Supplier reserves the right to suspend or terminate access to the the Products or Product Support services immediately if it determines, in its sole discretion, that the Customer or any related activity may violate applicable sanctions laws or regulations. The Supplier may also take any other actions required to comply with applicable sanctions laws, including reporting to relevant authorities where required.*

## **17 Governing law and Dispute Resolution**

- 17.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden.*
- 17.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity of the Agreement, shall be settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English.*
- 17.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration section will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if such a right exists pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.*
- 17.4 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration section.*



## Appendix 1

### Warranty Periods

- *Cobia* 24 months from date of delivery from Supplier
- *Piranha* 24 months from date of delivery from Supplier
- *Mako* 24 months from date of delivery from Supplier
- *Other products (probes, accessories, holders etc.)* 24 months from date of delivery from Supplier
- *Upgrades from Red to Black Piranha* 24 months from date of delivery from Supplier
- *All other upgrades* 3 months from delivery from Supplier
- *Repair* 3 months from delivery from Supplier
- *Re-calibration* 3 months from delivery from Supplier
- *Software* 3 months from delivery from Supplier