

General Terms and Conditions (GTC) ESMA Försäljnings AB

1. General

- The following terms of delivery apply to all offers and contracts of ESMA Försäljnings AB Spånga - Sweden (hereinafter referred to as ESMA).
- Deviating terms of the customer are only valid if they have been expressly and in writing accepted by ESMA
- All agreements and legally significant declarations of the contracting parties must be in writing to be valid.

2. Scope of Deliveries and Services

- Our deliveries and services are conclusively listed in the order confirmation.
- Unless otherwise agreed, the maximum duration for blanket orders is 1 year. After this period, any remaining quantity may be delivered and invoiced.
- For dimensions without specified tolerances, the general tolerances according to ISO 2768-m apply. For form and position tolerances, ISO 2768-2 tolerance class K applies.
- If parts or semi-finished products are provided, ESMA assumes they are 100% inspected. Any inspection scope required by ESMA must be separately agreed upon.

3. Prices

- Prices are quoted net, ex-works, excluding transport, insurance, freight carrier such as Pallets or similar and any applicable sales taxes.
- The price of the goods is confirmed in the order confirmation. ESMA reserves the right to adjust the price of products not yet delivered from an order if circumstances require it. We reserve the right to adjust prices/ start a dialogue due to exchange rate fluctuations or market price changes.
- If the customer cancels all or part of any order or fails to fulfill all obligations under the contract, leading to a cancellation, the customer agrees to pay a cancellation fee of 100% of the price of the ordered goods. The cancellation fee does not exclude further legal claims by ESMA.
- For changes to drawings or specifications during production, the customer bears the costs for already manufactured parts, parts in process, as well as raw materials that cannot be used otherwise. Furthermore, the Customer covers setup and tooling costs.

4. Payment Terms

- Payment is due within 30 days net from the invoice date.
- Payments must be made by the customer to ESMA's domicile without deduction of discounts, expenses, taxes, or any fees. Any deviating payment terms must be confirmed in writing by ESMA.

- In case of late payment, ESMA reserves the right to suspend scheduled deliveries immediately until payment is done and charge default interest acc to Swedish interest Act 1975:635

5. Delivery Time

- The delivery time begins upon ESMA's acceptance of the order and after full clarification of technical matters.
- The delivery time will be reasonably extended if:
 - The information required for executing the order is not received by ESMA on time, is subsequently changed by the customer, or if agreed provisions regarding provided materials, measuring instruments, fixtures, etc., are not met.
 - Payment deadlines are not met or letters of credit are opened too late.
 - Obstacles arise that ESMA cannot prevent despite due diligence, regardless of whether they occur at ESMA, the customer, or a third party. Such obstacles include force majeure events, such as epidemics, mobilization, war, riots, significant operational disruptions, accidents, labour disputes, delayed or faulty delivery of required raw materials, semi-finished or finished products, rejection of key workpieces, official measures or omissions, and natural events.
- Early delivery and corresponding invoicing are permitted after customer agreement.

6. Delivery, Transport, and Insurance

- The products are carefully packaged by ESMA. Customer special packaging is charged to the customer based on effort.
- Special requests regarding shipping and insurance must be communicated to ESMA in a timely manner. Transport is at the customer's expense and risk. Complaints related to transport must be directed by the customer immediately upon receipt of the delivery or freight documents to the last carrier.
- Insurance against any kind of damage is the customer's responsibility. If ESMA arranges insurance, the cost will be borne by the customer.
- The customer is solely responsible for obtaining all necessary approvals, permits, and licenses related to the purchase, delivery, and use of the goods.

7. Delivery Quantity

- Unless otherwise agreed, ESMA reserves the right to deliver up to 10% more or less than the ordered quantity. Extraordinary events and resulting quantity deviations during production remain reserved.

8. Inspection and Acceptance of Delivery

- The customer must inspect the delivery within 30 days of receipt and notify ESMA in writing of any defects immediately. If they fail to do so, the deliveries and services are deemed accepted.

9. Warranty and Liability

- ESMA aims to deliver products free from manufacturing and material defects and undertakes to remedy any defects within the contractual.
- Guaranteed properties are only those explicitly designated as such in the order confirmation or user manuals. The guarantee applies no longer than the warranty period.
- If products are demonstrably defective and confirmed by ESMA, the customer may request a replacement delivery within the warranty period of two years from delivery or notification of readiness for shipment or have the defect remedied by ESMA.
- If the defect is not remedied within a reasonable period, the customer may demand a price reduction or contract termination.
- The warranty expires prematurely if the customer or third parties make improper modifications or repairs or fail to take appropriate measures to minimize damage and provide ESMA the opportunity to remedy the defect.
- ESMA is not liable for damages not attributable to defective material, faulty design or construction, or poor execution.
- The customer has no claims other than those expressly mentioned in Articles 9.3 and 9.4.
- All cases of breach of contract and their legal consequences as well as all claims of the customer, regardless of the legal basis for which they are made, are included in these Conditions finally settled. In particular, all of them are not explicit mentioned claims for damages, reduction, cancellation of the contract or Cancellation of the contract is excluded. Liability for consequential damage is excluded unless there are mandatory product liability provisions oppose.

10. Tools and Equipment

- Tools and equipment manufactured for an order remain the sole property of ESMA, even if partially or fully invoiced to the customer. Exceptions must be agreed upon in writing.
- We reserve the right to invoice for any maintenance work on tools and replacements.

11. Applicable Law and Jurisdiction

- This contract is subject to Swedish law. The place of jurisdiction is Stockholm - Sweden.

13. Offers and Contract Conclusion

- The contract is deemed to have been concluded when ESMA has received an order acceptance that has been confirmed in writing.
- Offers without an acceptance deadline are non-binding.
- By accepting an offer or a product delivery from ESMA, the customer expressly accepts that these General Terms and

Conditions form part of the contract. ESMA reserves the right to change the information at any time and expressly present these General Terms and Conditions.

- Any purchasing conditions of the customer (current or future) are not valid, unless agreed in writing.
- If additional services such as documentation, test reports, or functional tests are required for an offer, they must be agreed upon separately in terms of type and scope.

14. Regulations in the Destination Country

- The purchaser has informed the ESMA of the statutory, to draw attention to official and other regulations and standards that apply on the execution of the deliveries and services, the operation and on the illness and accident prevention.

15. Ownership of the Products

- Ownership of the delivered products passes to the customer as soon as ESMA has received full payment. Until this point, the products remain the property of ESMA and may not be used, pledged, or given as security by the customer. The customer is obliged to clearly recognize the products as the property of ESMA and store them separately from other products. In the event of late payment, ESMA is authorized to demand the return of the deliveries and—if legally permissible and in coordination with the customer to enter the premises to take possession of the products.

16. Confidentiality

- Each party is obliged to use the know-how disclosed by the other party and to treat any other confidential information disclosed to it as strictly confidential. This confidentiality obligation continues even after the contractual relationship has ended.
- Neither party is entitled to use the other party's know-how during the period disclosed in this contract, nor can it be used after the termination of the contractual relationship. The same applies to the use of such information during the term of the contract, provided that its use is not related to the fulfillment of the contract.

17. Data Protection

- The customer acknowledges and agrees that ESMA may process and use the personal data of customers in accordance with ESMA's data protection declaration.
- The parties undertake to comply with the provisions of the relevant data protection legislation and to protect personal data from unauthorized access, using it only for the purpose of fulfilling the contract and only to the extent necessary.

18. Assignment

- The customer may only transfer rights and obligations under the contract with ESMA's prior written consent.