

## **Terms of Sale and Delivery for OPL System AB, CVR-No: 556235-9447 ("OPL")**

### **1. – Basis of contract.**

All quotations and offers given, confirmations of orders and contracts for sale, delivery or service are subject to these terms of sale and delivery unless otherwise derogated from in OPL's order confirmation. Any standard terms and conditions submitted by the customer or any other similar documents shall be excluded and shall thus not be binding on OPL. The Swedish Sale of Goods Act shall apply to any contract but subject to OPL's order confirmation and these terms of sale and delivery. In the event of any conflict, contracts for sale and delivery shall be subject to OPL's order confirmation, these terms of sale and delivery, and the Swedish Sale of Goods Act in that order of priority.

### **2. – Conclusion of contracts.**

Unless agreed otherwise, OPL's quotations and offers are capable of acceptance within 30 working days from their date.

OPL issues order confirmations for all orders. In case deliveries are made at short notice written order confirmation can be replaced by OPL's invoice. The customer shall check the order confirmation carefully. In case of any errors in the order confirmation the customer shall notify OPL not later than on the date specified for such notification in the order confirmation or, where no date is specified, not later than by 17.00 hours on the working day following customer's receipt of the order confirmation and upon receipt of any valid notification OPL shall issue a new order confirmation. Subject to any such notification a contract for sale and delivery shall be formed by the issue by OPL of an order confirmation (or any revised order confirmation) in the form specified in the order confirmation and the order shall be put into production. OPL shall not be liable for any errors in the order confirmation, including errors in regards to product names/designations, types, dimensions, colours, or otherwise that have not been notified as above.

OPL shall not be liable for the customer's assumptions as to use of the goods or for them having specific properties, qualities or functionalities, unless the same have been expressly identified in these terms of sale and delivery, or unless OPL has expressly guaranteed in the order confirmation any such use, specific properties, qualities or functionalities.

All quotation or offer documents, samples, prototypes, drawings etc. remain the property of OPL. They must not be made accessible to third parties without OPL's prior written consent; the same applies to information provided in connection with quotations or orders. OPL remains the owner of the copyright and of other industrial property rights in the quotation or offer documents, samples, prototypes, drawings etc.

### **3. – Terms of delivery and time of delivery.**

Deliveries shall take place Ex Works (Incoterms 2000) OPL's central warehouse in Oskarshamn, Sweden unless otherwise expressly agreed in writing in the order confirmation.

Regardless of whether or not OPL arranges transportation, the customer shall assume full risk for loss of or damage to the delivery during transportation starting from the time of loading (whether or not OPL takes part in loading) until arrival at the customer.

Time of delivery shall be as specified in the order confirmation; however, delivery times shall be considered approximate only and shall not be binding on OPL unless otherwise expressly agreed in writing in the order confirmation.

OPL shall be entitled to make part deliveries and deliveries before the agreed delivery time.

In case the customer does not take delivery of the products or delivery is postponed at the request of the customer, OPL shall be entitled to charge the customer for the costs of handling and storage, including insurance.

### **4. – Prices, terms of payment and security**

All prices payable by the customer shall be as expressly specified in the order confirmation. OPL reserves the right to invoice the customer for any additional delivery or other service that OPL has accepted to perform but that is not specified in the order confirmation, such as freight, packaging, duties of any kind and transportation insurance.

All prices are payable on delivery unless otherwise agreed in writing in the order confirmation. In the event of late payment OPL is entitled to charge interest at the default rate determined by OPL at any time, currently 15.50 % per year based on the amount due until payment is made.

The customer shall not be entitled to retain or off-set any counterclaim in payments due to OPL unless such counterclaim has been expressly accepted by OPL or has been finally established by a competent court.

OPL is entitled to demand at any time that the customer within five (5) working days provides adequate security – as determined by OPL in its total discretion - for the customer's payment obligations, inclusive of any applicable VAT, and OPL is entitled to hold back production of the order or to withhold the delivery until such security has been provided. This provision shall apply even where OPL has not prior to or following the formation of any contract made any specific provision in that respect.

### **5. – Liability for delay / late delivery**

Subject to any entitlement of OPL under clause 4 in regard to the provision of security, in the event that the express time of delivery is exceeded by more than ten (10) working days and the delay causes considerable inconvenience to the customer, the customer is entitled to send to OPL a written demand for delivery, identifying a new delivery time which may under no circumstances be less than five (5) working days from the date the customer's demand is received by OPL, and which must be reasonable and given in due consideration of the existing delay and its cause. Where OPL has failed to take reasonable measures to ensure delivery within the new delivery time, the customer is entitled to cancel the order in question. In any event any liability of OPL in case of cancellation shall be limited to an amount equivalent to the order confirmation price of the delayed delivery or part delivery.

The limitation in this clause will not apply where the customer has suffered loss caused by OPL's intentional conduct or gross negligence.

## **6. – Liability for defects**

OPL's liability for defects due to production errors or faulty material, including any warping and lamination fault shall expire twelve (12) months after the date of OPL's delivery to the customer.

The customer shall examine deliveries upon receipt and any complaints must be made in writing to OPL without delay and in any event not later than eight (8) business days after delivery and before any processing of the delivered goods. Failure to comply with these requirements will mean that OPL has no liability to the customer in regard to defects.

OPL will not be liable for defects or damage, including irregularities, breakage, etc. caused (1) by the customer, (2) by faulty installation, (3) by the lack of, or insufficient, maintenance, (4) during transportation, (5) by incorrect storage or mishandling of the delivery, (6) by the customer's processing/adjustment or installation of the delivery, or (7) by weather conditions or by the influence of sunlight or moisture.

In the technical process of OPL's production, the paint is applied to the slats by a cylinder, which can result in minor surface defects such as flow lines, streaks or blisters. In the process when the slat is perforated, it can result in perforated holes being covered by residues from the perforation. These types of minor defects are next to impossible for OPL to detect prior to delivery, therefore OPL will not be held responsible for such defects.

Where valid complaints are made during the liability period, OPL's liability will be limited to free delivery of a new equivalent product. OPL is, however, entitled to remedy defects where a remedy in OPL's opinion can be made properly. OPL does not assume liability for costs of dismantling the old product, processing a new product, installing a new product, or similar costs. Other than as expressed in these terms, OPL shall not be liable for any loss, costs, expenses incurred directly or indirectly by the customer and shall not otherwise be liable to pay damages or compensation.

The customer's rights are limited to those set out in these terms and cannot otherwise make claims on account of any defect in OPL's goods.

The above limitations are subject to the situation where any loss on the customer's part in regard to defects results from OPL's intentional conduct or gross negligence.

## **7. – Product liability**

If a defect in OPL's product results in personal injury or damage to consumer property, OPL will be liable according to the general rules of Swedish law including the law on product liability in force at any time.

In the case of damage to commercial property, OPL's liability for damages will be limited to an amount equivalent to the order confirmation price of OPL's defective product.

To the fullest possible extent permitted by law the customer agrees that OPL disclaims any non-statutory product liability that is based on case law.

## **8. – General limitation of liability**

In no event shall OPL be held liable for any incidental or consequential loss including without limitation any loss of profit, business, revenue, goodwill or anticipated savings or earnings or any special, exemplary, liquidated or consequential damages or penalties of whatever nature or other financial loss whatsoever arising out of or in connection with any order or contract of delivery.

OPL shall not be liable for any loss as a result of defects, delays or any other damage due to circumstances beyond OPL's control, including war, terror, vandalism, fire, boycotts, import or export restrictions, civil or political disorder, strike, lockout, shortage of manpower or supplies, pandemics, major natural events, or the like. If the delay or damage is due to someone whom OPL has hired to fully or partially complete the purchase, OPL is also free from liability for damages if the person OPL has hired would also be free according to what is stated above. The same applies if the delay is due to a supplier that OPL has engaged or someone else in the previous sales stage.

## **9. – Retention of title**

Notwithstanding the passing of risk in the goods to the customer, title in the products shall remain with OPL and OPL shall retain title and ownership until it has received cleared payment in full in respect of (a) all sums due to OPL for the products which are the subject of the contract and (b) all other sums which may become due to OPL from the customer under any other contract or on any account.

Until title in the products has passed to the customer, the customer shall be in possession of them as OPL's bailee and shall store the products, properly insured and protected, separately from any others, clearly marked and identifiable as OPL's. OPL may enter any premises upon reasonable notice to verify compliance with this clause.

If the customer fails to make any payments to OPL when due, or if OPL is entitled to terminate the contract, then OPL will have the right, without prejudice to any other remedies, to enter, without prior notice, any premises where products may be to repossess and dispose of any such products, and/or to require the customer not to resell or part with such products until paid for in full.

The customer shall not be entitled to pledge or charge any of OPL's products and if the customer does so all monies owing by the customer to OPL shall (without prejudice to any other right or remedy of OPL) forthwith become due and payable.

## **10. – Disputes and applicable law**

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute (not less than Euro 250 000) and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish. This contract shall be governed by the substantive law of Sweden.

OPL System AB, Box 574, SE-57226 Oskarshamn, Tel +46 491 761698, Fax +46 491 761691, info@opl.se, www.opl.se