



GENERAL TERMS AND CONDITIONS OF SALE

1. BACKGROUND

- 1.1. “Elof Hansson” referred to in these general terms and conditions of sale (the “General Terms and Conditions”) is Elof Hansson USA Inc. The “Customer” referred to is the company which or person who has ordered or purchased products from Elof Hansson (the “Products”).
- 1.2. These General Terms and Conditions shall apply to all sales of Products made by Elof Hansson and in case of any contradiction to another written Purchase Agreement (the “Agreement”) between Elof Hansson and the Customer, the Agreement shall prevail. These General Terms and Conditions are otherwise not subject to any exemption, waiver or modification unless agreed to in writing by an authorised Elof Hansson representative.

2. DELIVERY

- 2.1. Any time of delivery stated by Elof Hansson is Elof Hansson’s best estimate of a calculated time of delivery. If Elof Hansson has reason to believe that delivery cannot be effected on the calculated time of delivery, Elof Hansson shall inform the Customer accordingly and advise when delivery is expected to be effected.
- 2.2. Unless otherwise stated in the Agreement, Elof Hansson will not be liable for delays due to force majeure, delays on part of the carrier or other reasons beyond Elof Hansson’s reasonable control.

3. QUALITY OF THE PRODUCTS

- 3.1. Upon delivery, the Customer shall inspect the Products delivered for wrong delivery, wrong quantities and damages. The Customer shall without delay, but in any event not later than within ten (10) working days notify Elof Hansson of such defect. Should the Customer neglect to make a complaint in accordance with the provisions above, the Customer shall lose the right to exercise any remedies concerning the delivery in question.
- 3.2. In case of any wrong delivery, wrong quantities or damages, Elof Hansson should be entitled to effect replacement delivery, subsequent delivery or repair, if this can be carried out without undue delay.
- 3.3. Elof Hansson shall only be liable for damages to the Products due to its own fault or negligence. Hence Elof Hansson shall not be liable for any damages to products manufactured by the Customer or to products forming parts of such manufactured products. Elof Hansson shall not be liable for any injuries the Products may cause to persons or property after delivery has been made to the Customer, unless this is a direct result of gross negligence on the part of Elof Hansson. The Customer agrees that it will have no remedy in respect of any representation, statement, assurance or warranty that is not expressly set out in an Agreement, except in the case of fraud.
- 3.4. Any warranty offered by Elof Hansson for specific Products shall be set forth in an Agreement. In the absence of any warranty language in the Agreement, Elof Hansson warrants that all Products will be delivered in a commercially reasonable manner in accordance with the general standards and practices of the applicable industry in existence at the time the delivery is being made. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE AGREEMENT, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN

LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

4. LIMITATION OF LIABILITY

- 4.1. Elof Hansson shall not be liable for any special, indirect, incidental, consequential damage or loss of any kind, regardless of how it was caused and including but not limited to, loss of profit, loss of reputation or goodwill, loss of production, loss of business or business opportunities, loss of revenues or anticipated savings, or loss or corruption of data or information. This limitation will apply irrespective of whether such damage or loss was foreseeable or not at the time when the Agreement was formed (even if advised of the possibility of such damage or loss).
- 4.2. Elof Hansson’s liability for any damage or loss of any kind (regardless of how it was caused and including any damage or loss caused by negligence) under or in connection with these General Terms and Conditions shall for each event be limited to an amount equal to ten per cent (10%) of the price for the Products causing such damage or loss.

5. PAYMENT

- 5.1. Unless the parties have agreed otherwise, the Customer’s payment for Products shall be made within 10 days of invoice. Payment shall, unless agreed otherwise, be made in USD. Payment shall be considered to have been effected when Elof Hansson has received full payment for the Products. Elof Hansson shall retain ownership to all Products sold until the purchase sum has been fully paid.
- 5.2. Payment in due time is of the utmost importance to Elof Hansson for which reason any delayed payment shall be considered a material breach of contract. Upon delayed payment, penalty may be charged with fifteen per cent per annum (15% p.a.). Furthermore, Elof Hansson shall have the right to withhold deliveries of Products to the Customer, demand that acceptable securities be provided, and amend the terms of payment and any credit limit.

6. APPLICABLE LAW

- 6.1. ANY LITIGATION OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT ELOF HANSSON’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. EACH PARTY FURTHER IRREVOCABLY CONSENTS TO THE

SERVICE OF PROCESS BY REGISTERED MAIL, U.S. FIRST CLASS POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

- 6.2. EACH PARTY HERETO, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR

AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

- 6.3. THIS AGREEMENT (INCLUDING SECTION 6.1) SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS CODE).