

GENERAL TERMS AND CONDITIONS TECTOPOWER AB

1. DEFINITIONS

In these terms and conditions of sale, the following terms shall have the meanings set out below:

“Company” means TectoPower AB.

“Authorised Representative” means a person authorised to enter into agreements on behalf of the Company.

“Agreement” means the agreement for the supply of Goods to which these Terms are incorporated.

“Customer” means the person intending to purchase Goods from the Company.

“Goods” means the products and, where applicable, services to be supplied by the Company under the Agreement.

“Gross Negligence” means an act or omission involving failure to consider serious consequences that a conscientious contracting party would normally foresee as a probable consequence, or conscious disregard of the consequences of such act or omission.

“Written/In Writing” means communication by documents signed by both Parties, letter, fax or email.

“Order” means the written document by which the

Customer orders Goods from the Company.

“Party” means either the Company or the Customer individually, and “Parties” means the Company and the Customer jointly.

“Terms” means the provisions of this document and any special conditions agreed In Writing between an Authorised Representative of the Company and the Customer.

2. AGREEMENT

2.1 All Orders are accepted by the Company subject to these Terms. Any deviations from or amendments to the Terms shall be valid only if approved In Writing by an Authorised Representative of the Company. The Customer’s own purchasing terms shall apply only if expressly approved In Writing by the Company.

2.2 Terms

All Orders placed by the Customer with the Company become binding only when confirmed In Writing by the Company. The order confirmation shall specify the Goods ordered, quantity, price and estimated delivery time.

In the event of conflicting provisions, the documents shall take precedence in the following order:

1. Special conditions expressly agreed In Writing between the Parties.

2. These General Terms and Conditions.
3. The Company’s order confirmation.
4. The Customer’s Order.

2.3 An Order confirmed by the Company is binding and may only be cancelled with the Company’s Written approval.

Where cancellation is approved, the Company shall be entitled to compensation for all costs, losses and expenses arising from the cancellation.

For specially manufactured or customised Goods, the Company shall be entitled to charge the full agreed price unless otherwise agreed In Writing.

2.4 The Customer is responsible for ensuring that all drawings, technical specifications, dimensions and other information provided by the Customer to the Company are accurate and complete.

The Customer is also responsible for providing the Company with all necessary information in sufficient time to enable performance of the Agreement.

The Company shall not be liable for defects, delays or additional costs resulting from incorrect, incomplete or late information provided by the Customer.

The Company shall, however, be responsible for designs and technical solutions developed by the Company itself and

expressly undertaken to be supplied under the Agreement.

3. INFORMATION

3.1 Information in the Company's product data sheets, catalogues, brochures, price lists, website or other marketing materials is for guidance only and shall not form binding contractual content unless expressly incorporated into the Agreement by Written reference.

4. PRICES

4.1 The price of the Goods shall be the price stated in the Company's Written quotation or order confirmation, subject to price adjustments under clauses 4.2 and 4.3.

Unless expressly agreed otherwise, prices shall be EXW (Ex Works), Incoterms 2020, from the location stated in the order confirmation.

All prices exclude VAT, customs duties, taxes, freight, packaging and other additional charges unless otherwise agreed In Writing.

4.2 All prices are based on the costs and conditions prevailing at the time of quotation or order confirmation.

The Company reserves the right to adjust agreed prices if substantial cost increases occur between order confirmation and delivery due to circumstances beyond the Company's reasonable control.

Such increases may include raw materials, steel prices, energy, labour, transport, currency fluctuations, customs duties, taxes or other charges imposed by authorities.

Any price adjustment shall be reasonably proportionate to the actual cost increase and shall be notified to the Customer In Writing.

4.3 Agreed prices are based on the quantities, specifications, delivery times and other conditions stated in the Company's quotation or order confirmation.

If the Customer requests changes to quantities, product specifications, delivery dates, delivery arrangements or other agreed conditions, the Company may adjust the price to reflect the resulting additional costs.

The Company shall also be entitled to compensation for reasonable additional costs, including storage, handling and rescheduling of production or transport, resulting from Customer delays, changed instructions or failure to provide necessary information in time.

5. INSPECTION

5.1 Upon receipt or collection of the Goods, the Customer shall inspect the delivery for the number of packages, visible transport damage and other obvious deviations from the Agreement.

Any visible damage or discrepancy shall be

documented and, where applicable, recorded on the carrier's transport documents.

The Customer's inspection upon receipt shall not affect the Company's liability for hidden defects under clause 9.

5.2 The Customer shall notify the Company In Writing of visible transport damage, incorrect quantities or other obvious delivery discrepancies no later than the next business day after receipt of the Goods.

If the Customer fails to notify within this period, the delivery shall be deemed accepted in respect of discrepancies that should reasonably have been discovered upon receipt.

For defects covered by the Company's separate warranty terms, the notification periods and provisions of those warranty terms shall apply instead. They shall prevail over these General Terms and Conditions in the event of any conflict.

5.3 Following a claim under clause 5.2, the Company shall, where the claim is justified, remedy the discrepancy within a reasonable time, at its discretion, by supplementary delivery, repair or replacement.

For product defects covered by the Company's separate warranty terms, the provisions of those warranty terms shall apply instead and shall prevail over these General Terms and Conditions.

6. DELIVERY AND PASSING OF RISK

6.1 All agreed delivery terms shall be interpreted in accordance with Incoterms 2020, published by the International Chamber of Commerce (ICC), unless expressly agreed otherwise In Writing.

6.2 Unless otherwise expressly agreed In Writing, delivery shall be EXW (Ex Works), Incoterms 2020, from the location stated in the Company's order confirmation.

If the Parties have agreed another delivery term, it shall be expressly stated in the order confirmation.

6.3 Risk in the Goods shall pass from the Company to the Customer at the time determined by the Incoterms 2020 delivery term agreed by the Parties.

For EXW deliveries, risk passes when the Goods are placed at the Customer's disposal at the agreed delivery location, whether or not the Customer has collected the Goods.

6.4 All supplied materials shall, where applicable, be installed in accordance with the instructions in the Company's installation manuals.

6.5 The Customer is responsible for ensuring that the Goods are correctly installed and assembled in accordance with the Company's installation instructions in force at the time

of installation and applicable laws, regulations and official requirements.

This responsibility also applies where installation is performed by a contractor or other third party engaged by the Customer.

For Goods covered by the Company's separate warranty terms, the installation, use and maintenance requirements in those terms shall also apply. In the event of any conflict, the separate warranty terms shall prevail.

6.6 For foundations intended for electric vehicle charging infrastructure (EV), the Customer is responsible for ensuring that ground conditions, soil bearing capacity, frost conditions, local wind loads and other project-specific conditions are suitable for installation and use of the foundations.

The Customer is also responsible for compliance with applicable local building codes, laws, regulations and official requirements, and for obtaining all necessary permits and approvals.

The Customer is responsible for selecting a foundation suitable for the project conditions on the basis of the technical specifications and documentation supplied by the Company.

The Company is responsible for ensuring that the foundations meet the expressly agreed technical specifications and characteristics.

Where the Company has undertaken In Writing to provide specific structural design, engineering or technical calculations, that undertaking shall apply to the extent specified in the Agreement.

For EV foundations covered by the Company's separate warranty terms, those terms shall prevail in the event of any conflict.

7. DELIVERY TIME AND DELAY

7.1 The delivery time shall be stated in the Company's Written order confirmation.

Delivery times are estimates unless the Parties have expressly agreed In Writing on a binding delivery date.

The delivery period shall commence once the Company has confirmed the Order and received all information, technical documentation and any advance payments required to commence performance of the Agreement.

7.2 If the Company realises that the Goods cannot be delivered at the agreed time, it shall inform the Customer without undue delay, stating the reasons and, if possible, the expected delivery date.

7.3 If a delay in delivery is caused, in whole or in part, by circumstances referred to in clause 11, any act or omission of the Customer or other circumstances attributable to the Customer, the Company shall be entitled to extend the

delivery time as is reasonable in the circumstances. This applies whether the cause arises before or after the agreed delivery date.

7.4 If the Goods are not delivered by an expressly agreed binding delivery date In Writing, and clause 7.3 does not apply, the Customer shall be entitled to liquidated damages under clause 7.5.

7.5 Liquidated damages shall amount to 0.5% of the purchase price of the Goods affected by the delay for each full week of delay, up to a maximum of 7.5% of the purchase price of the affected Goods.

7.6 Liquidated damages shall be payable following a Written request by the Customer, but not before delivery has been completed or the Agreement terminated under clause 7.9.

7.7 If the Customer has not submitted a Written claim for liquidated damages within three months of the date when delivery should have taken place, the right to such damages shall be forfeited.

7.8 If the delay entitles the Customer to the maximum liquidated damages under clause 7.5 and the Goods remain undelivered, the Customer may demand delivery In Writing within a reasonable final period of at least one calendar week.

7.9 If the Company fails to deliver within this final period (see clause 7.8), for reasons not attributable to the Customer, the Customer may by Written notice terminate the Agreement

in respect of that part of the Goods which, as a result of the Company's failure to deliver, cannot be used in accordance with

the Parties' intentions, and shall then, as the sole financial compensation, be entitled to a refund of any purchase price paid to the Company for the Goods covered by the termination.

7.10 Liquidated damages under clause 7.5 and termination under clause 7.9 shall be the Customer's sole remedies for delay attributable to the Company. All other legal claims for damages, whether based on contractual, non-contractual or any other grounds, arising from such delay are expressly excluded unless the Company has been guilty of Gross Negligence.

7.11 If the Customer realises that it cannot accept delivery at the agreed time, it shall promptly notify the Company In Writing, stating the reason and, if possible, when delivery can be accepted.

7.12 The Company may, by Written notice, require the Customer to take delivery within a reasonable final period.

7.13 If the Customer fails to take delivery within this period (see clause 7.12) for reasons not attributable to the Company, the Company may terminate all or part of the Agreement by Written notice. The Company shall be entitled to compensation for losses suffered as a result of the Customer's default, including

consequential and indirect losses.

8. PAYMENT, SET-OFF AND RETENTION OF TITLE

8.1 Unless otherwise agreed In Writing, payment shall be made within 30 calendar days of the invoice date, in the currency specified in the order confirmation.

8.2 Regardless of the method of payment, payment shall be deemed made only once the Company's account has been irrevocably credited with the corresponding amount.

8.3 If the Customer fails to pay on time, the Company shall be entitled to charge default interest from the due date at the rate prescribed by the Swedish Interest Act (1975:635).

8.4 If the Customer fails to pay an amount when due, the Company may, following Written notice to the Customer, temporarily suspend production and withhold deliveries under the Agreement until full payment is received.

The same applies if the Customer fails to make an agreed advance payment or provide agreed security.

The Company shall not be liable for delivery delays resulting from such suspension.

8.5 If the Customer fails to pay an overdue amount within one calendar week, the Company may terminate the Agreement by Written notice and, in

addition to interest and recovery costs under this clause, claim compensation for losses suffered.

8.6 The Customer shall not be entitled to withhold payment of any invoice or other amount payable to the Company by reason of set-off or any counterclaim it may have or assert.

8.7 The Company shall always be entitled to set off any debts or claims it has against the Customer against amounts owed by the Company to the Customer.

8.8 The Goods shall remain the property of the Company until payment has been made in full, to the extent retention of title is permitted under applicable law.

8.9 At the Company's request, the Customer shall take all necessary measures to safeguard the Company's right to possession of the Goods.

8.10 Retention of title under this clause shall not affect the passing of risk under clause 6.

9. LIABILITY FOR DEFECTS

9.1 For Goods covered by the Company's separate warranty terms, those warranty terms shall apply first and prevail over this clause 9 in the event of any conflict.

For all other Goods, the Company shall be liable for defects in design, materials or manufacture

in accordance with this clause 9 unless otherwise agreed In Writing.

Separate warranties shall apply only to the products and subject to the conditions expressly specified in the relevant warranty certificate.

9.2 The Company shall not be liable for defects which:

9.2.1 result from materials supplied or designs determined or specified by the Customer, unless the Company has approved this In Writing.

9.2.2 arise under operating conditions other than those described in the Agreement;

9.2.3 result from the Customer's breach of clause 6.5;

9.2.4 are caused by circumstances arising after risk has passed to the Customer, including damage from intentional acts, negligence or accidents, improper maintenance, incorrect installation or storage (whether or not the Company was previously aware thereof), defective repairs commissioned by the Customer, or changes made without the Company's Written consent;

9.2.5 result from normal wear and tear.

9.3 The Company's liability shall be limited to defects appearing within one year of delivery. If the Goods are used to a greater extent than agreed, this period shall be proportionately reduced.

9.4 For Goods covered by the Company's separate warranty terms, the warranty periods and provisions concerning repair and

replacement specified in the relevant warranty certificate shall apply and shall prevail over this clause.

9.5 The Customer shall notify the Company In Writing of any defect within three (3) business days. Notification must in no circumstances be made later than two weeks after expiry of the period under clause 9.3 or, where applicable, clause 9.4. The notice must contain a detailed description of the defect. Failure to notify within these time limits shall cause the Customer to forfeit its right to compensation for the defect.

For Goods covered by the Company's separate warranty terms, the notification deadlines and documentation requirements of the relevant warranty certificate shall apply and prevail over this clause.

9.6 If a defect may cause damage of any kind, the Customer shall immediately notify the Company In Writing. The Customer shall bear the risk of damage to the Goods resulting from failure to report a defect. The Customer shall take reasonable steps to minimise the risk of damage and follow the Company's instructions.

9.7 Upon receiving notice under clause 9.5, the Company shall remedy the defect at its own cost without undue delay, at its discretion, by repair or replacement.

9.8 Repair shall be carried out where the Goods are located unless the Company considers it more appropriate to send them to the Company or another

specified location, in which case shipment shall be at the Company's risk and expense.

9.9 Where a defect can be remedied by a replacement part or repair and the defective part need not be removed or installed by a professional, the Company may require the defective part to be sent to it or another specified location. Its obligation shall be deemed fulfilled when a properly repaired or replacement part has been delivered to the Customer.

9.10 The Customer shall, at its own expense, provide access to the Goods and make any necessary interventions in other equipment to allow the defect to be remedied.

9.11 Unless otherwise agreed, any necessary transport of the Goods or parts to and from the Company for remedying defects for which the Company is responsible shall be at the Company's risk and expense. The Customer shall follow the Company's transport instructions.

9.12 Unless otherwise agreed, the Customer shall bear any additional costs incurred by the Company in remedying defects because the Goods are located somewhere other than the delivery destination agreed when the Agreement was concluded or, if none was specified, the delivery location.

9.13 Replaced defective parts shall, at the Company's request, be handed over to the Company and become its property. Otherwise they shall remain the

Customer's property, and the Company shall have no obligation for disposal or scrapping.

For Goods covered by the Company's separate warranty terms, those terms shall apply first to inspection, defect remedies, repair, replacement and allocation of costs. In the event of any conflict, the separate warranty terms shall prevail over clauses 9.6–9.13.

9.14 If the Company has reasonable grounds to believe it cannot fulfil its obligations under clause 9.7, it shall notify the Customer In Writing without unreasonable delay.

9.15 Following the Company's notice under clause 9.14:

- a) the Customer shall be entitled to a purchase price reduction proportionate to the loss in value of the Goods, not exceeding twenty (20) per cent of the purchase price; or
- b) where the defect substantially deprives the Customer of the benefit of the Agreement in respect of the Goods or a substantial part thereof, the Customer may terminate the Agreement by Written notice as regards the part of the Goods which, as a result of the defect, cannot be used as intended by the Parties.

9.16 Repair or replacement under clause 9.7 and termination under clause 9.15 constitute the Customer's sole remedies for defects for which the Company is responsible. All other claims for damages, whether contractual, non-contractual or otherwise, arising

out of such defects are expressly excluded unless the Company has been guilty of Gross Negligence.

For Goods covered by the Company's separate warranty terms, the provisions on liability, remedies and limitations of liability in the relevant warranty certificate shall apply and prevail over this clause in the event of a conflict.

10. DAMAGE CAUSED BY THE GOODS

10.1 The Company shall not be liable for damage to property caused by the Goods after delivery to the Customer, nor for damage to products manufactured by the Customer or products incorporating the Customer's products.

The limitation of liability applies to the extent permitted by applicable law and does not affect liability that cannot be restricted by contract under mandatory law.

10.2 If the Company is held liable to a third party for property damage described in clause 10.1, the Customer shall defend and indemnify the Company against such damage.

10.3 If a third party brings a claim against the Customer in relation to damage described in this clause, the Customer shall immediately notify the Company In Writing.

10.4 The Customer shall submit to the jurisdiction of a court or arbitral tribunal hearing a claim

against the Company for damage allegedly caused by the Goods. Allocation of liability between the Company and the Customer shall, however, be decided under clause 16.

10.5 The limitation of the Company's liability in the first paragraph of this clause shall not apply if the Company has been guilty of Gross Negligence.

11. FORCE MAJEURE

11.1 The Company may suspend performance of its obligations under the Agreement to the extent performance is impossible or substantially impeded by force majeure, including labour disputes and circumstances beyond the Company's control such as fire, war, large-scale military mobilisation, insurrection, requisition, seizure, embargo, restrictions on energy consumption, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in subcontractor deliveries caused by any such circumstances.

12. INSOLVENCY

12.1 If the Customer declares inability to pay debts as they fall due, is declared bankrupt, enters liquidation or reorganisation, makes arrangements with creditors, has a receiver or administrator appointed, or the Company otherwise has reasonable grounds to suspect the

Customer is insolvent, the Company may:

- 12.1.1 require advance payment for further deliveries;
- 12.1.2 suspend or withhold any further deliveries under the remainder of the Agreement without liability; or
- 12.1.3 exercise its rights under clause 8 without limiting their general application.

13. ANTICIPATORY BREACH

13.1 Notwithstanding other provisions of these Terms concerning suspension of contractual performance, the Company may suspend its obligations under the Agreement where circumstances clearly indicate that the Customer will not perform its obligations. If the Company suspends performance, it shall promptly notify the Customer In Writing.

14. LIMITATION OF LIABILITY

14.1 Notwithstanding anything to the contrary in these Terms or other documents forming part of the Agreement, the Company shall not be liable to the Customer for loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss.

The Company's aggregate liability for damages under the Agreement shall, to the extent permitted by applicable law, never exceed the agreed price of the Goods directly affected by the relevant claim.

For Goods covered by the Company's separate warranty terms, those terms shall prevail in the event of any conflict. This limitation of liability shall not apply to the extent prohibited by mandatory law.

15. ECONOMIC SANCTIONS AND COMPLIANCE

15.1 The Customer undertakes to comply with all applicable laws, including export control and economic sanctions legislation. Applicable export control regulations and/or economic sanctions vary by transaction and may include measures adopted by the UN, the USA, the European Union and/or individual countries or groups of countries.

15.2 In particular, the Customer shall not resell or otherwise transfer the Goods (whether independently or as part of another product or service) to any natural or legal person if doing so could breach applicable export control regulations and/or economic sanctions or conflict with export licences issued by a public authority.

15.3 If the Company has reasonable grounds to suspect that the Customer has not complied or does not intend to comply with export control laws or regulations, the Company may, by notice to the Customer and without prejudice to any other rights, withhold deliveries under the Agreement until the Customer provides evidence that no breach will occur.

If the Customer fails to do so within thirty (30) days of the Company's notice, the Company may terminate

the Agreement without liability towards the Customer.

15.4 The Company may cease performance of the Agreement without liability towards the Customer if new economic sanctions and/or export rules enter into force making performance impossible or unlawful.

language of the proceedings shall be English unless otherwise agreed In Writing by the Parties.

16.5 For disputes concerning or arising under the Company's separate warranty terms, the provisions on governing law and dispute resolution in the relevant warranty terms shall take precedence over this clause 16.

16. DISPUTES AND APPLICABLE LAW

16.1 These Terms shall in all respects be governed by and construed in accordance with Swedish law, without regard to conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.2 Any dispute, disagreement or claim arising out of or in connection with the Terms, breach or termination of the Terms or their invalidity shall be finally settled by arbitration under the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

16.3 The Rules for Simplified Arbitration shall apply where the amount in dispute does not exceed SEK 100,000. Where it exceeds SEK 100,000, the Arbitration Rules shall apply.

16.4 The seat of arbitration shall be Malmö, Sweden. The