

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 INTRODUCTORY PROVISIONS

- 1.1 These general terms and conditions (the “**Terms**”) apply exclusively to all deliveries of products by Bäckegårds List AB (the “**Seller**”) to its customers (the “**Buyer**”). The Seller and the Buyer are together referred to as the “**Parties**” and each individually as a “**Party**”. The version of the Seller’s General Terms in force from time to time applies to all deliveries. The Seller reserves the right to unilaterally update the Terms. The version of the Terms in force from time to time is available on the Seller’s website.
- 1.2 The Seller is not bound by terms submitted by the Buyer that conflict with these Terms, unless the Parties have expressly agreed in a written document, signed by both Parties, that such terms shall apply between them. If the Seller fails to object to any such deviating term, this shall not be construed as an acceptance, in whole or in part, of the Buyer’s terms.
- 1.3 A quotation or other communication from the Seller that would otherwise be regarded as an offer is made without obligation unless expressly stated otherwise in the quotation or communication. The Seller shall not be bound in any respect until a written order confirmation has been issued.
- 1.4 Information provided by the Seller regarding the products, including information in catalogues, brochures, price lists and similar material, is indicative only and does not constitute any warranty as to a product’s function or fitness for a particular purpose. Any typographical, administrative or other errors in such material or in quotations and order confirmations may be corrected by the Seller without liability.
- 1.5 The Seller’s written order confirmation supersedes all prior correspondence and shall contain all details the Buyer needs in order to assess the accuracy of the order confirmation. Where information material to the order is not contained within the order confirmation, it shall be clearly referred to in, and appended to, the order confirmation. It is the Buyer’s responsibility to carefully review the completeness of the order confirmation and to check the details to ensure that the correct product, in the correct quantity and specification, is put into production.
- 1.6 The Seller’s order confirmation shall be approved in writing by the Buyer before production commences. Unless otherwise stated in writing, the order confirmation shall be approved within two (2) working days of the date of the order confirmation. If the Buyer does not approve the order confirmation within the stated period, the Seller shall be entitled to adjust the agreed delivery time.

- 1.7 The Buyer is obliged to specify all specifications for the product when the request for quotation is sent to the Seller. The Buyer is not entitled to raise new or amended specifications for a product after the order confirmation has been approved.
- 1.8 The Seller reserves the right to obtain a credit report on the Buyer at any time. If the Buyer is assessed as uninsurable by a credit insurance company, or if the Seller otherwise has reason to fear that the Buyer will be unable to fulfil its payment obligations, the Seller reserves the right to require advance payment before production commences.
- 1.9 Documents, drawings, calculations and technical specifications provided by the Seller in connection with a tender process belong to the Seller and may not be used by any other party for any purpose other than evaluation of the relevant tender, without the Seller's prior written consent. If the Buyer makes use of such documents without consent, the Buyer shall pay reasonable compensation to the Seller.
- 1.10 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. An invalid provision shall be applied with the minimum modification necessary to render it valid and enforceable. These Terms have been prepared in Swedish and English. In the event of any discrepancy or inconsistency between the Swedish and the English version, the Swedish version shall prevail.

2 DELIVERY, RISK AND TITLE

- 2.1 Unless otherwise agreed in writing, the products shall be deemed delivered when the Seller has placed the products at the Buyer's disposal at the Seller's factory or warehouse (EXW, Seller's premises, INCOTERMS 2020).
- 2.2 Where the Seller arranges transport of ordered products, it is the Buyer's obligation to instruct the Seller in writing, in good time, as to how the transport is to be arranged and to ensure that the place of receipt is prepared for unloading. Costs arising as a result of the Buyer's failure to enable unloading of ordered products shall be borne by the Buyer.
- 2.3 On receipt of goods at the Buyer's premises, it is of the utmost importance that the Buyer inspects the goods at the time of unloading. The number of packages shall be carefully checked. If damage or discrepancies have occurred during transport, this must be noted on the carrier's consignment note. Otherwise, neither the carrier nor the Seller can accept any responsibility for damage arising during transport. Concealed transport damage, for example where a delivery has at some point been exposed to moisture, is difficult to detect. The Buyer shall therefore unwrap the product's packaging as soon as possible and, if concealed defects are discovered, notify the Seller and/or the carrier of such defects without delay. Following unloading, it is the Buyer's responsibility to prove that the product was not exposed to moisture or other damage after unloading.

- 2.4 Risk in the products passes to the Buyer when the Seller has placed the products at the Buyer's disposal at the Seller's factory or warehouse in accordance with Clause 2.1, regardless of whether the Seller arranges transport on the Buyer's behalf. If the products could not be delivered on time due to circumstances attributable to the Buyer, risk passes at the time when the products could have been delivered.
- 2.5 Title to the products passes to the Buyer upon payment in full. Until then, the Seller shall be entitled to repossess the products. Risk in the products passes to the Buyer upon delivery in accordance with Clause 2.1, and the Buyer is responsible for the products from that point in time regardless of the fact that title has not yet passed. Until payment in full has been made, the Buyer undertakes to keep the products identifiable as the Seller's property and not to deal with the products in any manner inconsistent with the Seller's title.

3 DELIVERY TIME

- 3.1 The delivery date is the date for delivery stated in the order confirmation. The Seller's liability for late delivery is governed exclusively by the provisions of Section 4. The Seller shall be entitled to extend the delivery time by a reasonable period in the event of delays not attributable to the Seller, upon written notice to the Buyer.

4 DELAY

- 4.1 If a Party becomes aware, or ought to have become aware, that it will be unable to meet the agreed time for delivery (or partial delivery) or for receipt of the products, the Party at risk of delay shall notify the other Party thereof without delay.
- 4.2 If the Seller does not deliver the products on the agreed delivery date, and this is not due to circumstances referred to in Clause 15 (Force Majeure) or to circumstances attributable to the Buyer, the Buyer shall be entitled to require the Seller to complete delivery within ten (10) working days of the original agreed delivery date. If the Seller does not deliver the products to the Buyer within this extended period, and the delay causes material inconvenience to the Buyer, and the Seller was aware or ought to have been aware of this, the Buyer may terminate the agreement in its entirety. However, where the agreement relates to successive deliveries (partial deliveries), the Buyer shall not be entitled, in the event of delay of a partial delivery, to terminate the agreement other than in respect of the partial delivery in question.
- 4.3 Where the delay relates to a product manufactured or procured specifically for the Buyer in accordance with its instructions or requirements, and the Seller cannot dispose of the product elsewhere without material loss, the Buyer may only terminate the purchase if its purpose for the purchase is materially frustrated by the delay.

4.4 Cancellation of the order as a result of late delivery under Clause 4.2 is the Buyer's sole remedy. The Seller shall not be liable to compensate the Buyer for any damage, cost or loss arising as a result of delay, unless otherwise agreed in writing between the Parties.

4.5 If the Seller's delivery of products is delayed due to circumstances attributable to the Buyer, the Seller shall be entitled to store and insure the products at the Buyer's expense. If the Buyer fails to collect ordered products despite written reminder, the Seller shall be entitled, at the Buyer's expense, to sell the products to a third party or otherwise dispose of the products. The Buyer is obliged to compensate the Seller for any damage, cost or loss incurred as a result of delay in accepting the products.

5 NOTICE OF LATE DELIVERY

5.1 Should a Party, due to late delivery, wish to terminate the agreement in its entirety, or, in the case of successive deliveries, terminate the agreement in respect of the partial delivery concerned, the affected Party shall notify the other Party in writing within a reasonable time, but never later than five (5) working days from the agreed delivery date.

6 SELLER'S LIABILITY FOR DEFECTS OR SHORTFALLS

6.1 Deliveries of products manufactured or procured specifically for the Buyer, in accordance with its instructions or requirements, may deviate by a maximum of five (5) per cent. Such deviation shall not be regarded as a defect or shortfall. Where the delivered quantity deviates by a maximum of five (5) per cent, the delivered quantity shall form the basis for invoicing unless otherwise clearly stated in the order confirmation.

6.2 If a delivered product is defective or deviates from the specification previously provided, and the Buyer has given notice of the defect in due time in accordance with Section 7 below, the Seller shall be entitled, at its own option and within a reasonable time after the notice of defect, either to remedy the defect, provided this can be done without unreasonable cost or inconvenience to the Seller, or to redeliver the product or the relevant part thereof.

6.3 In the event of redelivery, the Buyer shall, at its own expense, store the defective products until the Seller has notified the Buyer whether the defective products are to be returned to the Seller, collected by the Seller, scrapped by the Buyer, or otherwise. The Seller shall bear the cost of return freight if the Seller elects to take back the products.

6.4 If the Seller does not, within a reasonable time, remedy the defect or redeliver in accordance with Clause 6.2, and the defect is of material significance to the Buyer, and the Seller was aware or ought to have been aware of this, the Buyer may terminate the agreement. Where the agreement relates to successive deliveries (partial deliveries), the Buyer shall not be entitled, as a result of a defect in a partial delivery, to terminate the agreement other than in

respect of the partial delivery in question. The right of termination is the Buyer's sole remedy in addition to what is set out in Section 8.

7 NOTICE OF DEFECTS

- 7.1 The Buyer may not invoke a defect or shortfall in a delivered product unless the Buyer gives the Seller written notice of the defect or shortfall within the time limits stated below. Thereafter, the Buyer loses the right to invoke the defect or shortfall in the product.
- 7.2 The Buyer may only give notice of deviations from the specifications stated in the order confirmation or in documents referred to in the order confirmation. The Buyer bears full responsibility for ensuring that the content of the order confirmation is correct and complete in accordance with Clause 1.5, and may not raise new or additional requirements in respect of the ordered product once the order confirmation has been approved.
- 7.3 The Buyer shall examine the products as soon as circumstances permit and always before the products are installed, assembled or otherwise put into use. Defects that were noticed, or ought to have been noticed, upon such examination shall be notified in writing without delay and never later than eight (8) working days after the products were delivered. The Seller shall not be liable for defects that were noticed, or ought to have been noticed, upon examination of products that have been installed or assembled.
- 7.4 Where the Buyer subsequently discovers a concealed defect in delivered products, i.e. a defect that was not discovered, and ought not to have been discovered, upon examination under Clause 7.3 above, the Buyer shall give written notice of the concealed defect without delay, but never later than seven (7) working days after the defect was discovered, ought to have been discovered, or otherwise came to the Buyer's attention.
- 7.5 Transport damage shall be settled between the Buyer and the carrier. The Seller shall not be liable for damage arising during transport, regardless of whether the Seller arranged the transport on the Buyer's behalf. On receipt of goods, the Buyer shall inspect the consignment and immediately note any damage on the consignment note and report transport damage to the carrier.
- 7.6 In all cases, the Buyer loses the right to invoke a defect unless written notice is given within one (1) year of receipt of the product. This outer time limit does not affect the Buyer's obligation to give notice within the shorter time limits set out in Clauses 7.3 and 7.4.

8 LIMITATION OF LIABILITY

- 8.1 The Buyer is aware that wood is a living material whose properties change over time and with the environment, including as a result of variations in humidity and temperature. This

means that the products may shrink or swell in thickness, length and, in particular, width. Certain types of wood are also prone to twisting or cupping, particularly if the product is stored in a manner unsuitable for the product. This also means that individual products may deviate from the Seller's product images, samples and the like. Such changes and deviations do not constitute a defect in the product.

- 8.2 The Seller's liability does not extend to damage caused by improper use, inadequate or improper storage or handling, installation or assembly contrary to the Seller's instructions, or unusual use of the delivered products. Nor does the Seller's liability extend to normal wear and tear or deterioration of the products under normal use.
- 8.3 Under no circumstances shall the Seller be liable for indirect loss, consequential loss, loss of profit, loss of production or other economic loss that is not a direct result of the defect, unless otherwise agreed in writing.
- 8.4 The Seller's obligation to compensate the Buyer for direct damage, cost or loss in the event of a defect in the product is limited to an amount corresponding to the price of the delivered products (or the relevant partial delivery).
- 8.5 To the extent liability for personal injury or property damage is governed by mandatory legislation, such liability is not affected by these Terms. Otherwise, the Seller shall not be liable for personal injury or property damage caused by delivered products, unless it can be shown that such damage was caused by the Seller's gross negligence or wilful misconduct.

9 SUBCONTRACTOR SERVICES AND PRODUCT-SPECIFIC LIMITATIONS

- 9.1 Fire impregnation of the Seller's products is carried out by a subcontractor to the Seller. Such treatment is carried out by the subcontractor as an independent party, and the Seller is not responsible for the subcontractor's working methods, certifications, testing, or information regarding the properties and durability of the treatment. Information on the properties of fire-protected products provided by the subcontractor in its technical documentation, product sheets, brochures or on its website does not constitute any representation or warranty on the part of the Seller.
- 9.2 The Seller's fire-rated products are delivered with the fire performance characteristics declared in the product's declaration of performance, as verified through initial type testing and the manufacturer's ongoing factory production control, in accordance with the applicable product standard, which is reviewed annually by an independent accredited certification body, in accordance with the requirements and applicable standards in force from time to time. The Seller's liability is limited to the product meeting the declared fire performance characteristics in the declaration of performance at the time of delivery. The Seller is not responsible for ensuring that such standards are sufficient to guarantee that the product's

fire performance characteristics are maintained throughout the service life of the building, and gives no warranty that the product will, at any given time, meet the requirements applicable to a specific project under applicable law. The fact that the Seller, in its marketing, refers to the subcontractor's certifications or documentation does not constitute a warranty by the Seller that the product's fire performance characteristics will be maintained throughout the product's service life.

- 9.3 Information regarding the product's fire performance characteristics contained in the Seller's marketing materials, including on the Seller's website, in brochures, product sheets and similar, is of a general and indicative nature and does not constitute specific representations as to the properties of the product. The binding specifications for the product are set out exclusively in the declaration of performance and the order confirmation.

10 CANCELLATION AND RETURNS

- 10.1 Cancellation of a confirmed order may only take place with the Seller's written consent. The Seller reserves the right to consent to cancellation solely on condition that the Buyer fully indemnifies the Seller against all losses (including loss of profit), costs (including costs for all labour and transport used) and all damages, fees and expenses incurred by the Seller as a result of the cancellation.
- 10.2 Incorrectly ordered products may be returned to the Seller against a credit of 80% of the invoice value of the incorrectly ordered products, provided that the Seller has given prior written consent to the return. The right of return applies only to products free from defects and to products which, at the time of return, are included in the Seller's standard price list. The Seller only accepts returned products that are intact, clean and in unbroken packaging. The Buyer bears all costs of return.
- 10.3 Notwithstanding the above, the Buyer is not entitled to cancel or return products that have been manufactured or procured specifically for the Buyer in accordance with its instructions or requirements.

11 PRODUCT LIABILITY

- 11.1 The Seller's product liability is governed in accordance with the legislation applicable in the country where the Seller has its registered office. If the Seller is held liable to a third party for product damage caused by products sold to the Buyer, and the damage is attributable to the Buyer's handling, storage, assembly, instructions, marketing or use of the product, the Buyer shall indemnify the Seller.

12 PRICES

- 12.1 Prices for the products are stated in the Seller's price list, quotation, notice or offer in force from time to time. All prices are stated exclusive of value added tax.
- 12.2 If the Buyer requests that the products be delivered with packaging and/or on pallets, the Buyer shall be charged for the costs of such packaging and pallets, as well as any other additional costs, at the Seller's prices in force from time to time or as quoted.
- 12.3 If any export or import duty, customs duty, tax on export, import or delivery, or other similar charge is introduced or amended, and the change was unforeseen and not taken into account in the Seller's price list in force from time to time, the price shall be adjusted accordingly. The Seller further reserves the right to adjust the agreed price if raw material prices, energy costs, exchange rates or other material cost components change materially after the date of the order confirmation. A "material change" means a change resulting in a cost increase of more than five (5) per cent of the agreed price.

13 PAYMENT TERMS

- 13.1 Payment shall reach the Seller no later than thirty (30) days after the invoice date, unless otherwise agreed in writing.
- 13.2 If the Buyer does not make payment on the due date, interest on overdue payment shall accrue on the overdue amount at a rate of ten (10) per cent per annum from the due date until payment in full has been made. The Seller shall further be entitled to charge the statutory reminder fee and collection fee, including debt collection costs.

14 ANTICIPATED BREACH OF CONTRACT

- 14.1 If, before delivery has been completed, reasonable grounds arise to assume that the Buyer will not fulfil its payment obligations, the Seller shall be entitled to withhold deliveries and require the Buyer to provide acceptable security without delay. If security is not provided without delay, the Seller shall be entitled to terminate the agreement with immediate effect insofar as it relates to the part not yet performed by the Buyer.
- 14.2 Notwithstanding Clause 14.1 above, a Party shall always be entitled to terminate the agreement in its entirety with immediate effect if the other Party is declared bankrupt, enters into company reorganisation, or can otherwise be deemed insolvent and, as a result, cannot be expected to fulfil its obligations, provided always that such termination is permitted under applicable law. The terminating Party shall in such case be entitled to compensation for any loss incurred. Termination shall be made in writing.

15 FORCE MAJEURE

- 15.1 “Force Majeure” means, for the purposes of these Terms, the occurrence of any of the following events or circumstances, individually or together, affecting a Party’s ability or capacity to perform its obligations under the agreement: labour disputes, strikes or lockouts, fire, explosion, accident or natural disaster, epidemic or pandemic, war, war-like events, military mobilisation, riot, civil disobedience or acts of terrorism, currency restrictions, export or import restrictions or other governmental decisions or interventions, general shortage of means of transport or extensive operational disruptions affecting the Party, defects or delays in deliveries from a subcontractor, carrier or other party assisting in the supply chain due to a circumstance referred to herein, regardless of whether the subcontractor or such other party itself satisfies the requirements for Force Majeure, and/or other circumstances of a similar nature beyond the Party’s reasonable control.
- 15.2 If a Party is prevented from fulfilling its obligations as a result of a circumstance referred to in Clause 15.1, this shall constitute a ground for relief. A ground for relief means that the affected Party is relieved of the obligation to perform the affected obligations for as long as performance must necessarily be postponed as a result of the circumstance.
- 15.3 If a circumstance referred to in Clause 15.1 occurs, the affected Party shall, without delay, notify the other Party in writing thereof, stating the circumstances that have arisen and their expected impact on the ability to perform. If a Party fails to give such notice, that Party shall bear the costs and losses that could have been avoided had notice been given in time. As soon as the circumstance ceases, the affected Party shall, without delay, notify the other Party thereof.
- 15.4 If a Party is prevented from fulfilling its contractual obligations for a continuous period exceeding three (3) months, either Party shall be entitled to terminate the agreement, or the part of the agreement affected by the Force Majeure event, by written notice to the other Party. Upon such termination, neither Party shall be liable to pay damages, penalties or any other agreed sanction as a result of the termination.

16 GOVERNING LAW

- 16.1 These Terms, and any other contract between the Parties referring to these Terms, shall be governed by the substantive laws of the country in which the Seller has its registered office. The CISG shall not apply to the Parties’ agreement.

17 DISPUTE

- 17.1 Disputes arising out of these provisions shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC). The SCC Rules

for Expedited Arbitrations shall apply unless the SCC, having regard to the complexity of the case, the value of the matter in dispute, and other relevant circumstances, determines that the SCC Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist 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. Swedish law shall apply to the substance of the dispute.

- 17.2 Notwithstanding the foregoing paragraph, Bäckegårds shall at all times be entitled to elect to bring proceedings for overdue receivables before a court of law, or to take other debt collection measures such as an application for a payment order.

18 ASSIGNMENT OF THIS AGREEMENT

- 18.1 The Seller shall be entitled, without the Buyer's consent, to assign its claims against the Buyer to a third party. The Seller may also, without the Buyer's consent, assign the right to receive payment under these Terms.
- 18.2 The Buyer shall not be entitled to assign, transfer or subcontract any of its rights, benefits or obligations under these Terms or any contract between the Parties without the Seller's prior written consent.