

## TERMS AND CONDITIONS

LTG Sweden AB

### 1. APPLICABILITY

These Terms and Conditions of Sale govern all present and future contracts, deliveries and other services (hereinafter: „Service“) entered into with and provided to enterprises, even if they are not expressly referenced in each case. Our Terms apply exclusively. The Buyer's terms and conditions are not binding on us even if we do not expressly object to them again upon receipt. They do not become part of the contract even if the order is accepted or filled without reservation.

### 2. FORMATION OF CONTRACT

Our offers are non-binding unless expressly stated otherwise. Any agreements, including, without limitation, oral side agreements and representations made by our sales staff, are not binding until confirmed by us in writing.

Any obvious mistakes or printing, spelling, arithmetical or costing errors are not binding and do not give grounds for any claims. We only undertake contractual guarantees [„Garantie“] that we have explicitly identified as such in writing. The order confirmation or, if the order is filled immediately, the delivery note exclusively governs the scope and subject matter of the Service. If the order confirmation or delivery note contains changes to the customer's purchase order, the customer is deemed to have consented to them if the customer unconditionally accepts the Service and does not object in writing immediately. If the customer changes or adds to the order after the order has been confirmed, we are entitled to adjust prices and extend Service deadlines.

Our offers are based on information provided by the customer, without knowledge of the customer's circumstances or requirements. We only assume liability for a particular intended use or fitness for a specific – technical – purpose if specifically and expressly agreed upon in writing, even if we perform on the basis of the customer's drawings, specifications, specimens, plans, et cetera.

Any reference to technical standards is only a description of our Service, not a guarantee of certain characteristics. If we manufacture samples or a prototype that are/is approved by the customer, our performance of the Service will be deemed contractually compliant if it conforms to the approved sample. This also applies if we produce the Service based on specifications that we have created and the customer has approved.

Unless otherwise agreed, we are not liable to provide instructions or advice. If we provide advice or technical information outside of the agreed-upon scope of Service, the advice or information will be provided without any liability whatsoever.

Any documentation (such as manuals) that we may main-

tain for certain Services will be available to the customer digitally on data storage media or as a free download on our website. We can provide printed copies for a fee that covers our expenses.

Unless otherwise agreed, the prices are ex works and do not include value-added tax or additional services such as packaging, loading, freight charges, unloading, transportation insurance, assembly, customs, installation, implementation, introduction, training, maintenance, out-of-pocket expenses, travel costs or other expenditures.

Unless otherwise agreed, invoices are due immediately without any discounts. In determining timeliness, payment is deemed to be made when our account is credited. Cash discounts are only allowed with our express written permission. The agreed cash discount will be deducted from the net invoice amount after deducting rebates, freight costs and other expenses.

We can demand advance payment and/or exercise a right of retention with respect to further performance in the event of a default in payment or reasonable doubt as to the customer's ability to perform. A default in payment automatically voids any rebates, cash discounts and other concessions, and default interest at the statutory rates will become due. We may demand advance payment for orders of spare parts.

The customer may only exercise a right of retention or a right of set-off if his claims against us are undisputed, upheld by final and absolute judgment or based on defects.

### 3. DELIVERY, PASSAGE OF RISK

The Service/delivery is performed and the documents prepared in accordance with ICC Incoterms® 2010. The UCP 600 (Uniform Customs and Practice for Documentary Credits issued by the ICC Paris) apply.

We are allowed to provide the Service early, in parts, or in amounts that exceed or fall short of the contracted amounts as long as this is not unreasonable.

We will ship at the customer's risk and expense without guaranteeing that the cheapest method will be used. Unless we agree to deliver to the customer's place of business, the delivery deadline is deemed to be met if the carrier picks up the shipment for shipping by the deadline. We assume no liability for any delays caused by the carrier.

The risk of accidental loss and deterioration passes to the customer no later than upon acceptance or handover to the carrier. If the acceptance or shipment is delayed due to circumstances beyond our control, risk will pass to the customer upon issuance of the ready-to-accept or ready-to-ship notice.

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Service deadlines or other deadlines promised in writing or verbally are only approximate unless we have agreed to a fixed Service deadline in writing. Service deadlines begin upon receipt of the order confirmation, the full, complete and non-defective provision of customer-supplied materials, but not before all technical and commercial questions have been resolved or any required advance payment has been credited.

We will comply with Service deadlines subject to timely delivery by our own suppliers. We are not liable for faults of our suppliers; any claims for damages against these suppliers will be assigned to the customer. After a non-binding Service deadline expires, the customer may withdraw from the contract after he has fixed in writing an additional period of at least 30 days for us to perform our obligations and warns us that he will refuse performance if we do not perform within this additional period.

Force majeure events, government actions, and other circumstances for which we are not at fault – for example, strikes, operational upsets, inability to procure permits, difficulties in procuring materials, civil unrest, embargoes, travel warnings issued by the German Federal Foreign Office – that render our performance or that of our suppliers impracticable or impossible other than temporarily, exempt us from our obligation to perform for the duration of their effects. We are not liable for impossibility or delays due to such events. The customer may ask us to declare within two (2) weeks whether we wish to withdraw from the contract or perform within a fair and reasonable period. We may partially or completely withdraw from the contract if we cannot be reasonably expected to perform for the above reasons; this does not entitle the customer to damages. In this case, the customer is exempted from his obligation to render counter-performance. The customer may withdraw from the contract after fixing an additional reasonable period of time for us to perform our obligations if he can no longer be reasonably expected to accept the Service for the above reasons. We will provide notification of delays regardless of their cause.

### 4. OWNERSHIP

We reserve all rights – including, but not limited to, copyrights, ownership rights and other intellectual property rights – in and to all specimens, specifications, models, plans, data, drawings, cost estimates, tangible and intangible information, and similar items provided to the customer in electronic or any other form. Unless otherwise agreed, any reproduction or release to third parties is prohibited. The customer will grant us the following security until the settlement of all the claims (including any and all outstanding balances on running accounts) that the customer owes to us now or in the future on any legal grounds whatsoever; we will release the security at our option on request insofar as its value exceeds the secured claims by more than 20%: We retain title to the Service until all payments owed under

the business relationship have been received. The following applies during the retention of title:

- The customer keeps the Service in good condition. The customer insures the Service for our benefit at the customer's expense against theft, breakage, fire, water and other perils to the extent that the customer can be reasonably expected to do so. Proof of insurance must be presented on request. The Service may not be pledged or assigned as security.
- The customer has a revocable right to sell and process the Service in the ordinary course of business, provided he is not in default.
- The customer now hereby assigns to us, as security, claims arising from the resale of the Service, in lieu of the Service, or otherwise in respect of the Service (e.g. insurance, tort), including all ancillary rights, regardless of whether or not the Service is processed before it is resold. We hereby accept the assignment.
- The customer has a revocable right to collect the claims assigned to us in the customer's own name and for our account. Our right to collect the claims ourselves remains unaffected thereby. We have the right of disclosure.

We may withdraw from the contract and require the customer to immediately restore the Service to us or, if applicable, assign his rights of restoration against third parties if the customer breaches the contract by, without limitation, defaulting on payments or filing for bankruptcy (enforcement event). The customer has no right of retention in this case. This is without prejudice to claims for damages, including claims for compensation of lost profits. We can satisfy the debt owed by selling the repossessed Service by private contract.

### 5. DEFECTS

If the customer is a merchant, he must carefully inspect the received Service without unreasonable delay upon receipt. We must be notified of any defects in writing without unreasonable delay („notice of defects“). Damages sustained in transit or during shipping must be documented vis-à-vis the carrier. German Commercial Code [HGB] § 377 applies in all other regards. If no notice is given, the Service is deemed to be free from defects and in conformity with the purchase order, unless the defect was not detectable during the inspection. Notice of such defects must be given immediately after discovering them.

Any resale, installation or other use of an allegedly defective Service is deemed approval of performance as contracted, and to that extent precludes the possibility of claims for defects.

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Any negotiation on our part about notices of defects does not constitute a waiver of the defense that the notices were late, unsubstantiated or otherwise insufficient. Damage reduction measures do not constitute an acknowledgement of defects.

We warrant that the software will substantially conform to the functions described in any documentation which may be provided with it, provided that the software is used in accordance with the agreed-upon prerequisites and operating conditions (e.g. operating system). The customer will report faults without unreasonable delay, providing enough detail where possible (presenting the error messages and describing the steps taken) so we can begin correcting the errors in a targeted manner. Where possible, the customer will immediately provide us, without limitation, with all the necessary electronic information and documents, and, if possible, in a form that allows the fault to be reproduced. If reasonable for the customer, the defect may also be remedied by providing an alternate solution, a workaround or a software update.

The Service may only be used in the country for which it has been ordered. We extend no guarantee of compliance with any special regulations that apply to the customer's business or to imports and exports, nor do we guarantee that any necessary permits or approvals have been obtained. Unless otherwise agreed, the customer bears the responsibility, liability and costs of any exports. With regard to exports, the customer agrees to comply with legal provisions (e.g. dual use), including, but not limited to, the provisions of German foreign trade law. We assume no liability for infringements of intellectual property rights outside our country of domicile except by separate written agreement.

If the Service is defective, we will discharge our obligation to remedy the defect by, at our option, repairing the defective Service or replacing it with a non-defective Service. We can refuse a type of remedy or the entire remedy if it is impracticable for us. The customer must give us the requisite time, opportunity and access to remedy the defect; otherwise, we are exempted from all liability for the resultant consequences.

If we decide to provide a replacement, we may stipulate that it can only be provided concurrently with the return of the defective Service. Replaced parts become our property. We bear the expenses necessary to cure the defect to the extent they have not been increased by transporting the Service to a location other than the place of performance. The customer bears any removal, installation or other costs. If we fail to remedy the defect or refuse to perform either type of remedy, the customer may, after fixing a reasonable additional period for us to perform our obligations, withdraw from the contract, reduce the compensation and/or claim damages. The right to a price reduction is excluded unless the defect is merely insignificant, was concealed with the

intent to deceive or relates to a contractual guarantee as to certain characteristics.

If the customer or a third party performs a repair without first giving us an opportunity to remedy the defect, we will assume no liability for the resultant consequences. This also applies to any modifications made to the Services without our approval or replacements of parts that do not conform to the original specifications, unless the defect is not caused thereby.

We do not extend any warranties in cases of inappropriate or improper use and/or repairs, improper assembly or placement into service by the customer or third parties, failure to follow assembly instructions, natural wear and tear, improper or negligent handling or storage, improper preventive maintenance or care, inappropriate supplies or chemical, electrochemical, electrical or environmental influences, unless we are at fault for such cases.

The customer is liable for any unjustified notices of defects if the defect's cause lies within the customer's area of responsibility and the customer acted at least negligently in failing to recognize this fact. We will bill for any expenses not attributable to us under our liability for defects in accordance with our current list prices.

The customer may not bring any claims that go beyond these Terms or are not governed by these Terms due to a defect.

### 6. LIABILITY

We have unlimited liability under statutory provisions for fraud, willful misconduct, injuries to life, limb or health, under guarantees of certain characteristics, the German Product Liability Act [ProdHaftG] and wherever the losses are covered by our general liability insurance.

We are also liable for grossly negligent breaches of duty as provided for by statute; only if the grossly negligent breach of duty pertains to an immaterial contractual obligation is our liability limited to the foreseeable losses which are typical for the contract.

In the case of slight negligence, we are liable for breaches of material contractual obligations, but only for the foreseeable losses which are typical for the contract and which could be expected to occur. Material contractual obligations are obligations (a) whose satisfaction is essential to the proper performance of the contract and (b) upon whose satisfaction the customer does and may consistently rely.

In the event of a culpable delay in delivery due to slight negligence, our liability for liquidated damages for each completed week of delay is limited to 0.5% of the pre-tax amount invoiced for the Service affected by the delay, but no more

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than 5% in total. We may furnish proof that the damages are smaller. The damages will be applied to further claims for damages.

We assume no liability whatsoever in any other case. The liability exclusions and limitations also apply to our directors, officers, legal representatives, employees, and other agents for whom we are vicariously liable. Contributory fault by the customer reduces our liability accordingly.

### 7. LIABILITY DISCLAIMER AND LIMITATION

Where liability is limited to the foreseeable damages or losses which are typical for the contract, our liability for each damage or loss occurrence is limited to EUR 100,000.00 for property damage and EUR 200,000.00 for other financial losses; the total liability for all damages and losses within a given calendar year is limited to twice these amounts. This limitation does not, however, apply to the extent that losses are covered by general liability insurance.

The limitation period for claims for defects expires one year from the handover/shipment date unless otherwise agreed or unless the law prescribes longer periods, e.g. in case of fraud, willful misconduct, personal injury, under the German Product Liability Act [ProdHaftG] or pursuant to German Civil Code [BGB] § 438 (1) (2) (construction and construction materials) and § 634a (1) (2) (construction defects).

### 8. FINAL PROVISIONS

We may use the customer (including his logo, brand) and the project as a reference as long as the customer does not object giving good cause.

The customer consents to our processing his data (communication data, responsible employees, nature and extent of the customer's purchase orders, etc.) for contract administration and execution. We may also use the data to notify the customer about our products and services if it is typically used in connection with the products and services that the customer has purchased from us.

These Terms also apply to affiliates and subsidiaries of the customer within the meaning of German Stock Corporation Act § 15 [AktG]. The customer must bind his affiliates and subsidiaries to observe these Terms.

Amendments and modifications hereto that are not based on an individual agreement must be made in written form (including fax). This also applies to a waiver of the written form requirement. If any provisions of these Terms are or become invalid, the validity of the remaining provisions will be unaffected thereby.

The customer may not assign to third parties any rights granted in this contract without our consent. German Commercial Code [HGB] § 354 a remains unaffected thereby.

The German wording controls in cases of doubt if the contract or the Terms are drawn up in more than one language. German law applies unless national law inevitably conflicts with it.

Unless otherwise agreed and irrespective of the agreed upon Incoterm, the place of our registered office is the place of performance, also with respect to warranty claims. If the customer is a merchant, the place of jurisdiction is the place of our registered office. We are, however, entitled to bring action against the customer at the court that has jurisdiction over the place of the customer's residence.

The Zurich Arbitration Court has jurisdiction over all legal disputes with customers outside the EU arising out of or in relation to the contract in accordance with the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce. The Arbitration Court consists of one arbitrator if the amount in dispute is up to EUR 100,000.00 net and of three arbitrators if the amount is greater. The seat of arbitration is Zurich, Switzerland. Arbitration proceedings are conducted in the contract language.