



Swebor Stål Svenska AB General Terms of Sale

1 APPLICATION OF THE TERMS AND CONDITIONS

These terms of sale (the "**Conditions**") apply to all sale of materials, parts, products, components and other goods ("**Products**") by Swebor Stål Svenska AB, reg. no 556800-0664 ("**Swebor**") and the buyer of such Products (the "**Buyer**"), and are hereby incorporated in any order.

Swebor's order acknowledgement including a confirmation of the Buyer's order together with these Conditions and the individual distribution or sale and purchase agreement (if any) constitutes the exclusive agreement (the "**Agreement**") between Swebor and the Buyer for the sale and purchase of the relevant Products and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the parties.

Any reference herein to the Agreement shall be construed as including these Conditions.

The Agreement is expressly made conditional upon the Buyer's acceptance and agreement to these Conditions as the only terms and conditions applicable to the sale and purchase of Products. No additional pre-printed terms or conditions contained in the Buyer's quotation request, order or other document shall apply unless explicitly agreed by Swebor in writing. The Buyer hereby waives its right to claim such new terms and conditions.

Unless otherwise stated, Swebor's offers are valid for a period of fourteen (14) days from the date of issue.

2 DELIVERY, TITLE AND RISK

The terms of delivery shall, unless otherwise agreed, be EXW Incoterms 2010. In accordance herewith, and unless other delivery terms are agreed, Products shall be deemed delivered to the Buyer when delivered to a carrier, or in case of the Buyer's pick up, when goods are made available to the Buyer.

Risk of loss or damage to a Product shall pass upon the Buyer upon delivery in accordance with the applicable delivery terms. Title to a Product passes from Swebor to the Buyer only upon clearance of payment in full for that Product.

Swebor shall be entitled to make excess delivery or short delivery (weight) of -5 % to +10 % calculated per order and Product. Section 5 of these Conditions shall apply in relation to shortage in quantity over and above what is permitted in accordance with the preceding sentence.

3 TIME OF SHIPMENT AND PARTIAL DELIVERY

Dates or periods for shipment and delivery are approximate and are given for information only and should under no circumstances be essential terms, unless Swebor has guaranteed the date of delivery in a warranty set out in the order acknowledgement or otherwise expressly modifying this Section 3. Notwithstanding the foregoing, Swebor undertakes all commercially reasonable efforts to meet the order delivery dates. Swebor reserves the right to reasonably extend such delivery dates which are not expressly guaranteed by warranty by giving notice to the Buyer in writing.

Swebor reserves the right to make partial delivery, unless otherwise is agreed between the parties and confirmed by Swebor's order acknowledgement. Payment for any Products included in partial delivery shall become due in accordance with the payment terms set out in Section 6 of these Conditions.

4 PACKAGING

All Products shall be properly packaged in accordance with reasonable industry practices and in such a manner that will protect the Products against hazards of shipment, storage and exposure, and will permit the securing of the lowest transportation rates where possible.

5 DELAY

Provided that Swebor is in material delay, the Buyer is entitled to cancel the delayed order, or part thereof. Subject to the limitations set out in these Conditions, and only provided that Swebor has guaranteed a delivery date by express warranty, the Buyer may in addition to cancellation of an order claim compensation for its direct cost, loss or damage suffered or incurred due to such delay, provided however that such compensation shall not exceed the purchase price of the Products in delay. THE FOREGOING REMEDIES CONSTITUTE BUYER'S EXCLUSIVE REMEDIES IN CASE OF DELAY IN DELIVERY AND SHALL APPLY IN LIEU OF ANY OTHER RIGHT AVAILABLE TO THE BUYER UNDER LAW.

If a delay in delivery is attributable to the Buyer, Swebor has the right to extend the delivery time by a period that is reasonable in consideration of the circumstances. In such case the Buyer shall be liable to fulfil all payment obligations as if delivery had been made and Swebor shall arrange for storage of the Products at the Buyer's risk and expense. At the Buyer's request, Swebor shall insure such stored Products at the Buyer's expense. If the Buyer's delay causes Swebor material inconvenience, Swebor shall have the right to cancel the relevant order whose delivery is delayed due to the Buyer, by giving notice in writing thereof to the Buyer.

6 PAYMENT AND PAYMENT DEFAULT

Unless otherwise agreed, the Buyer shall make payment in full of the purchase price for the Products (in United States of America Dollar) within thirty (30) days of the date of Swebor's invoice.

Failure by the Buyer to make payment in full in accordance with the preceding paragraph or within such other time agreed between the parties shall constitute a material breach permitting Swebor to suspend production, shipment or delivery under the Agreement and any other agreement between the parties until such obligation of the Buyer is satisfactorily fulfilled, or terminate the Agreement. In addition hereto Swebor has the right to claim interest on overdue payments which shall accrue commencing on the due date and which will be charged at a rate of fifteen (15) percent per year.

If, in the opinion of Swebor, the financial position of the Buyer at any time does not facilitate delivery in accordance with the agreed payment terms, Swebor may suspend performance of its obligations under the Agreement in whole or in part until the Buyer provides security that Swebor considers adequate to ensure due and timely payment by the Buyer. When enforcing any security provided, Swebor may decide (i) in what order they shall be enforced, and (ii) in what order the obligations of the Purchaser shall be paid by enforcing the provided securities.

7 TAX, ETC.

The purchase price for the Products is exclusive of any taxes, duties, levies, tariffs, or other charges which may be imposed by any governmental authority upon the purchase, sale, export, import, use or storage of Products, which all shall be paid by the Buyer or reimbursed by the Buyer to Swebor in case such charges are collected from or imposed against Swebor.

8 WARRANTY AND DEFECTS

Swebor warrants that, at the time of delivery, Products supplied to the Buyer will comply with the specifications applicable to the Products as specified in the Agreement or otherwise set out in the relevant Product specifications available on Swebor's website (www.swebor.se). THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY WARRANTIES AS TO QUALITY OF THE PRODUCTS, WRITTEN OR IMPLIED, OR OTHERWISE, INCLUDING ANY WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

In case a Product supplied fails to conform to the foregoing warranty, Swebor, shall at its sole discretion, either (i) replace such non-conforming Product; or (ii) repay or credit the purchase price for the Product. The Buyer shall not return any non-conforming Products without Swebor's prior written consent, but shall return such non-conforming Products if requested by Swebor. THE FOREGOING REMEDIES CONSTITUTE THE BUYER'S EXCLUSIVE REMEDIES IN CASE OF BREACH OF WARRANTY, NON-CONFORMANCE OR DEFECT AND SHALL APPLY IN LIEU OF ANY OTHER RIGHT AVAILABLE TO BUYER UNDER LAW.

Swebor's warranty obligation is conditional upon the Buyer giving notice of non-conformance within thirty (30) days of delivery to the Buyer. Upon Swebor's request the Buyer shall make non-conforming Products available for Swebor's inspection. When Products have been delivered, the Buyer shall forthwith verify the Products compliance with the Agreement.

9 PRODUCT LIABILITY

Swebor shall not be liable for any damage to property or personal injury caused by Products if the damage occurs after the Products have been delivered. Nor shall Swebor be liable for any damage to products manufactured by the Buyer or a third party, or to products of which Swebor's or the Buyer's products form part.

The Buyer shall indemnify and hold Swebor harmless in respect of any and all cost, loss or damage, including indirect or consequential losses, incurred or suffered by Swebor as a consequence of any product liability claim made against Swebor and for which Swebor is not liable in accordance with the preceding paragraph.

10 INTELLECTUAL PROPERTY

All Intellectual Property Rights relating or attributable to the Products or Swebor's business shall remain the exclusive property of Swebor. For the purpose of the Agreement "**Intellectual Property Rights**" includes, without limitation, any and all rights in and to inventions (whether patentable or not), patents, copyrights, trademarks, design rights, neighboring rights, database rights, trade secrets, know-how, drawings, specifications, technical documents, customer lists and any other right of similar kind, whether registered or not (including the right to apply for registration). Nothing in the Agreement shall be construed as a transfer to the Buyer of title to, or other rights in, Swebor's Intellectual Property Rights.

If Products are delivered in accordance with drawings, models or other patterns submitted by the Buyer, or in accordance with analysis prescriptions or descriptions given by him, the Buyer shall indemnify and hold Swebor harmless in respect of any and all cost, loss or damage, including indirect or consequential losses, incurred or suffered by Swebor as a consequence of any claimed infringement of any Intellectual Property Rights made by any third party.

The Buyer may not remove, change or interfere with any trademark, trade name, insignia or other markings affixed to the Products or their packaging or otherwise alter the construction or design of a Product (or any documentation, packaging or containers relating thereto).

11 COMPLIANCE

11.1 General

Each Party complies, and shall continuously comply, with all applicable laws, regulations, general advice and other authority requirements and decisions, regulations, decisions by public authorities and international recognized standards.

11.2 Sanctions

The Buyer warrants that neither the Buyer, including its direct and indirect subsidiaries, nor, to the best of the Buyer's knowledge, any director, officer, employee, subcontractor, or supplier of the Buyer, is currently subject to any sanctions, economic or otherwise, administered or enforced by the EU, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council or other relevant international or national sanctions authority (collectively, "**Sanction Regimes**"). The Buyer further represents that the Buyer, including its direct and indirect subsidiaries, is not located, organized, or resident in a country or territory that is subject to Sanction Regimes. This warranty includes not making available any goods, including Products, funds or economic assets directly or indirectly to any persons or entities targeted by Sanction Regimes.

11.3 Export Control

The Buyer acknowledges that Products may be subject to national and international trade and export control rules and regulations and embargos, including without limitation, as imposed by Swedish authorities, the EU, the UN or other relevant international or national authority relating to *inter alia* export of dual-use or export or transfers of military products ("**Export Control**").



Regulations). The Buyer warrants that it will not engage in any sales, service or other activities that could result in a breach by the Buyer of Export Control Regulations or could result in liability for, or breach by, Swebor under any Export Control Regulations. The Buyer will furthermore not engage in any activity that could trigger Swebor's liability under Export Control Regulations of the territory into which the Buyer imports the Products.

Prior to any Product resale, service, transfer or other activities in relation to a third party, the Buyer shall in particular undertake appropriate measures to ensure that (i) there will be no violation of Export Control Regulations by such activity, by brokering of contracts concerning Products, including ancillary services or goods, or by provision of other economic resources in connection with the Products, including ancillary services or goods, also considering the limitations of domestic business and prohibitions of by-passing embargos; (ii) Products, including ancillary services or goods, are not intended for use in connection with armaments or weapons, unless required authorization is provided; and (iii) such third party is not subject to Sanction Regimes.

11.4 Anti-Money Laundering and Anti-Corruption

The Buyer warrants that it, and its direct and indirect subsidiaries and affiliates and sub-contractors, has in place adequate procedures and mechanisms for preventing, reporting and appropriately acting upon suspected violations of applicable rules and regulations regarding money laundering.

The Buyer warrants that it, and its direct and indirect subsidiaries and affiliates and any sub-distributor, shall comply with all applicable national and international laws on anti-corruption ("**Anti-Corruption Laws**"), and warrants that it has not violated any Anti-Corruption Law.

The Buyer shall not cause Swebor, or its affiliates, to violate either any Anti-Corruption Laws in connection with the activities conducted on behalf of Swebor under the Agreement or any other activities involving Swebor or its affiliates. Without limiting any of the foregoing, the Buyer will not, in connection with the activities to be performed on behalf of Swebor or its affiliates under the Agreement or any other activities involving Swebor or its affiliates, pay, offer, promise, or authorize the payment or transfer of anything of value, directly or indirectly, to any other person or entity for the purpose of improperly obtaining or retaining business or any other advantage for Swebor or its affiliates or for any other purpose prohibited by any Anti-Corruption Law. The Buyer shall not make facilitation or "grease" payments in connection with activities to be performed on behalf of Swebor or its affiliates under the Agreement or any other activities involving Swebor or its affiliates.

The Buyer is not authorized to, and will not, act as an agent of Swebor or its affiliates with any government officials on Swebor's or its affiliates' behalf.

11.5 Investigation and Breach

The Buyer agrees to answer promptly, fully and truthfully any questions from Swebor related to any of the matters referred to in this Section 11, including issuing a statement of compliance, and to co-operate fully in any investigation of potential breach of this Section 11. If required to enable any competent authority or Swebor to conduct export control checks to ascertain the Buyer's compliance with Export Control Regulations, the Buyer, upon Swebor's request, shall promptly provide Swebor with all information pertaining to the particular end customer, the particular destination and the particular intended use of Products, including ancillary services or goods, provided by Swebor.

Swebor shall be entitled to suspend production, shipment or delivery, withhold payment under the Agreement or terminate the Agreement with immediate effect in the event it concludes, in its absolute discretion, that the Buyer has committed a breach of this Section 11 or that such breach is likely to occur. Furthermore Swebor shall have no obligation to fulfill the Agreement if such fulfillment is prevented by any impediments arising out of Export Control Regulations or Sanctions.

In the event of any breach of the warranty and other undertakings set forth in this Section 11, the Buyer shall indemnify and hold Swebor harmless in respect of any and all cost, loss or damage, including indirect or consequential losses, incurred or suffered by Swebor as a consequence of such breach of warranty.

12 FORCE MAJEURE

Neither party shall be liable for failure to fulfil any obligations under the Agreement when this is due to events beyond the party's control which were not foreseen at the entering into of the Agreement and which could not have been prevented or the effects of which could not have been avoided by the exercise of best industry practice, including without limitation strike, labor dispute, fire, storm, earthquake, flood, drought, riots, civil disobedience, sabotage, terrorist acts, civil war or revolutions, war and government action (but excluding any financial inability to perform).

Each party shall undertake all necessary and reasonable actions within its control in order to limit the extent of the damages and consequences of force majeure. The party affected by such force majeure shall immediately inform the other party in writing of the beginning and the end of such occurrence, otherwise the right to invoke the force majeure event will be forfeited.

If an event of force majeure continues for a period of ninety (90) days or more, either party may, upon written notice to the other party, terminate the Agreement without any further liability on the part of either party with respect to the terminated Agreement.

13 LIMITATION OF LIABILITY

EXCEPT AS PROVIDED BY SECTIONS 9 AND 11 OF THESE CONDITIONS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR LOSS OF BUSINESS, COST OF SUBSTITUTE GOODS, COST FOR DOWNTIME, DELAY IN RELATION TO THIRD PARTIES, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BUYER ACKNOWLEDGES AND AGREES THAT THE TOTAL LIABILITY OF SWEBOR TO THE BUYER AND/OR TO ANY THIRD PARTY IN RESPECT OF ANY CLAIM BY THE BUYER OR ANY THIRD PARTY AGAINST SWEBOR UNDER OR IN RESPECT OF THE AGREEMENT, WHETHER ARISING UNDER LAW OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIM, EXCEPT INsofar AS SUCH CLAIM RELATES TO ANY ACT OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT BY SWEBOR.

14 MISCELLANEOUS

The Agreement may only be amended, changed or modified by an instrument in writing duly executed by the parties.

The Buyer may not assign, pledge or otherwise encumber the Agreement, or its rights and obligations thereunder without the prior written consent of Swebor. Swebor may assign, pledge or otherwise encumber the Agreement, or its rights and obligations thereunder to a third party, including the right to receive payment.

In no event shall any delay, failure or omission of a party in enforcing, exercising or pursuing any right, claim or remedy under the Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

15 GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with the Agreement, 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 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. The language to be used in the arbitral proceedings shall be English.

All arbitral proceedings conducted with reference to this arbitration clause and all information arising therefrom shall be kept strictly confidential, and all information, documentation, material in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purposes of those proceedings. Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if obliged to do so by law or pursuant to any order of court or other competent authority or tribunal or required by any applicable stock exchange regulations.

Notwithstanding anything to the contrary above, Swebor shall be entitled to commence proceedings to recover any amounts due in any courts having jurisdiction over the Buyer or any of its assets.