

General terms and conditions for the purchase of Boxon products

1. Introduction

- 1.1. These general terms and conditions ("**General Terms**") apply to the purchase of products ("**Products**") from Boxon AB ("**Boxon**"). In addition to the General Terms, Boxon's applicable Terms and Conditions of Purchase and Delivery ("**Purchase and Delivery Terms**") also apply. Amendments to the parties' agreement, the General Terms, or the Purchase and Delivery Terms must be agreed upon in writing to be valid.
- 1.2. For the delivery of machinery and equipment, the general provisions for the delivery of machinery and other mechanical, electrical, and electronic equipment called NL 17 apply instead of the General Terms. For delivery with installation of machinery and equipment, the general provisions for delivery with installation of machinery and other mechanical, electrical, and electronic equipment called NLM 19 apply. For maintenance of machinery and equipment, the general provisions for the maintenance of machinery and other mechanical, electrical, and electronic equipment called NU 15 apply instead of the General Terms.
- 1.3. Written" or "in writing" refers to a signed document, letter, chat message, email to an authorized representative, or another written form of communication agreed upon by the parties.

2. Execution

- 2.1. Boxon shall perform its obligations in a professional manner. The buyer ("Buyer") shall cooperate and consult with Boxon and provide documentation and production materials as necessary for Boxon to perform its obligations properly.

3. Product information

- 3.1. Unless otherwise agreed or stated in the General Terms, price lists, marketing materials, product specifications, or other product information are binding for the parties only if expressly stated in the agreement.

4. Documentation

- 4.1. Documentation provided by one party to the other, before or after entering into the agreement, relating to the Products or their manufacture, shall remain the property of the providing party.

- 4.2. Provided documentation and information within the documentation may not be used for purposes other than those for which they were provided, or disclosed to third parties, without the owner's consent.

5. Production materials

- 5.1. Production materials such as design drawings, proofs, or product specifications developed or produced by Boxon or others on Boxon's behalf shall remain Boxon's property unless otherwise agreed. Such material may not be shared with third parties without Boxon's written approval.
- 5.2. Production materials provided by the Buyer to Boxon shall remain the property of the Buyer unless otherwise agreed. Boxon shall return the Buyer's production materials after the agreement has been fulfilled, if requested by the Buyer. Boxon may not use the Buyer's production materials for purposes other than those for which they were provided or disclose them to third parties without the Buyer's consent.
- 5.3. If the Buyer's production materials remain with Boxon after production, Boxon shall store them at the Buyer's risk for up to six months after delivery. If the parties have not agreed on their return or disposal within this period, ownership of the materials shall transfer to Boxon.

6. Intellectual property rights

- 6.1. The Buyer guarantees to Boxon that there are no legal obstacles to reproducing or printing materials such as originals, design drawings, or other materials provided by the Buyer to Boxon, or duplicating such material.
- 6.2. The Buyer shall indemnify Boxon against any damages incurred due to actions specified in clause 6.1.
- 6.3. Unless otherwise agreed, Boxon may showcase the Products for marketing purposes. Boxon is not responsible for any image material beyond its control or damages caused by such exposure.
- 6.4. Boxon or, if applicable, third parties retain intellectual property rights to the Products and technical information about the Products. The Buyer may not use the results of Boxon's performed obligations for purposes other than those stated in the agreement.

7. Price

- 7.1. Unless otherwise agreed, the price for the Products shall follow the price list from Boxon applicable at the time of entering the agreement.
- 7.2. If changes occur in exchange rates, raw material prices, energy prices, taxes, public fees, or other significant market conditions between the date of Boxon's offer, the publication of the price list, or entering the agreement and the delivery date, Boxon reserves the right to adjust the price.
- 7.3. Unless otherwise agreed, the price does not include pallets for delivering the Products.

8. Delivery terms

- 8.1. Unless otherwise agreed, the delivery of the Products shall be made DAP according to the applicable Incoterms.

9. Delivery time

- 9.1. Delivery shall take place at the time or within the timeframe stated in the agreement. If the parties have not agreed on a delivery time, delivery shall be made within a reasonable time from the agreement date.
- 9.2. If production is delayed due to the Buyer's documentation, production materials, other property or actions, or other circumstances attributable to the Buyer, the delivery time shall be extended as necessary. The Buyer shall compensate Boxon for any damages caused by the interruption in production.

10. Delivery delays

- 10.1. Boxon anticipates that delivery cannot occur within the agreed delivery time, Boxon shall notify the Buyer and specify the reason for the delay and the estimated new delivery time.
- 10.2. If delivery does not occur within the agreed delivery time due to reasons attributable to Boxon, and the delay is significant for the Buyer, and Boxon ought to have been aware of this, the Buyer may set a final delivery deadline. This deadline must be reasonable and no less than 14 days. If delivery does not occur within this final deadline, the Buyer may cancel the agreement concerning the delayed Products, provided this is done through written notice without undue delay.
- 10.3. If the Buyer cancels the agreement due to a delay, the Buyer is entitled to compensation for damages caused by the delay, limited to an amount corresponding to 20% of the price and with the restrictions set forth in clause 14. Compensation for damages caused by delay is only granted if the agreement is canceled.

10.4. If the Buyer anticipates that the Products cannot be received within the agreed delivery time, the Buyer must notify Boxon without undue delay, specifying the reason for the delay and an estimated time when the Products can be received. Regardless of the delay, the Buyer must pay for the Products. Boxon shall arrange for the storage of the Products at the Buyer's risk and expense. Boxon is entitled to compensation for costs and damages caused by the delay or due to the Buyer's failure to notify Boxon in time.

10.5. If the Buyer does not receive the Products within the agreed delivery time, Boxon may set a final reasonable deadline for the Buyer to accept delivery. If the Products are not accepted within this deadline, Boxon may cancel the agreement concerning the delayed Products through written notice. If Boxon cancels the agreement, Boxon is entitled to compensation for damages caused by the delay.

10.6. Boxon is not liable for any delay exceeding one year from the original delivery time.

10.7. Clause 10 provides an exhaustive regulation of Boxon's liability for delivery delays. The Buyer may not claim any other remedies than those specified in the General Terms.

11. Payment

- 11.1. Unless otherwise agreed, the Buyer shall pay the price within 15 days from the invoice date.
- 11.2. If the Buyer fails to pay on time, Boxon is entitled to charge late payment interest from the due date, equivalent to the applicable reference rate plus 8 percentage points per year. Boxon is also entitled to compensation for written payment reminders, collection costs, fees to enforcement authorities, and other costs incurred to recover the payment.
- 11.3. If the Buyer is late with payment, Boxon may cancel the agreement and other agreements between the parties concerning deliveries that have not yet been made through written notice. In addition to late payment interest, Boxon is entitled to compensation for damages caused by the cancellation.

12. Boxon's rights

- 12.1. Boxon retains ownership of the Products until full payment has been made, to the extent such retention of title is permitted under applicable law. This retention does not prevent the risk for the Products from passing to the Buyer at the time of delivery.
- 12.2. Boxon may retain the Buyer's production materials and other property as security until the Products are fully paid for.

12.3. Boxon has good reason to believe that the Buyer will not fulfill its obligations, Boxon may withhold delivery or, if the Products have already been dispatched, prevent them from being released to the Buyer. If delivery is withheld, Boxon must notify the Buyer without undue delay. If the Buyer provides adequate security, Boxon shall proceed with the delivery. If the Buyer does not provide such security without delay, Boxon may cancel the agreement and other agreements between the parties concerning deliveries that have not yet been made. Boxon is entitled to compensation for damages caused by the cancellation.

12.4. Boxon reserves the right to overdeliver or underdeliver volumes by ± 10 percent.

13. Liability for defects

13.1. If the delivered Products are defective and the defect is not attributable to the Buyer, Boxon shall remedy the defects within a reasonable time. To claim remediation, the Buyer must notify Boxon in writing of the defects within 10 days of receiving the delivery. If there is reason to believe the defects may pose a risk of damage, notification must be made immediately.

13.2. If the cost of remediation clearly exceeds the significance of the defects, and the Products can be used in a suitable manner, Boxon may instead offer a price reduction equivalent to the significance of the defects.

13.3. The Buyer may not claim defects that the Buyer had reason to discover before delivery. After delivery, the Buyer must inspect the Products.

13.4. Boxon is not liable for defects that become apparent after the notification period.

13.5. Boxon is not liable for defects resulting from materials, design drawings, or other documents or actions provided by the Buyer, or for defects of minor significance.

13.6. Boxon is not liable for defects resulting from inaccurate information in the Buyer's order. The Buyer is responsible for ensuring that the information in the order is correct and aligns with their needs and requirements.

13.7. Boxon is not liable for defects arising from circumstances occurring after delivery. For example, Boxon is not responsible for defects caused under different working conditions than those anticipated in the agreement or through incorrect use of the Products. Boxon is also not responsible for defects caused by inadequate maintenance, improper assembly or repair by the Buyer, or modifications made without Boxon's consent. Finally, Boxon is not responsible for normal

wear and tear or deterioration.

13.8. Transportation related to remediation shall be at Boxon's risk and expense. The Buyer must follow Boxon's instructions regarding transportation.

13.9. The Buyer is responsible for remediation costs if the Products are located at a different site than the agreed delivery location or are otherwise positioned in a way not anticipated by the agreement, complicating transportation.

13.10. If Boxon does not remedy the defects within a reasonable time, the Buyer may set a final deadline for remediation. This deadline must be reasonable and no less than 14 days. If the defects are not remedied within this deadline, the Buyer may demand a price reduction corresponding to the significance of the defects, limited to a maximum of 20% of the price. If the defects are essential for the Buyer, and Boxon ought to have been aware of this, the Buyer may also cancel the agreement regarding the defective Products through written notice without undue delay.

13.11. If the Buyer cancels the agreement due to defects, the Buyer is entitled to compensation for damages caused by the defects, limited to an amount corresponding to 20% of the price, subject to the limitations in clause 14. The Buyer is only entitled to compensation for damages caused by defects if the agreement is canceled.

13.12. Boxon is not liable for defects in the Products beyond one year from delivery.

13.13. Clause 13 constitutes a comprehensive regulation of Boxon's liability for defects in the Products. The Buyer may not claim any other remedies than those provided in the General Terms.

14. General limitation of Liability

14.1. Beyond what is stipulated in the General Terms, Boxon is not liable to the Buyer under the agreement.

14.2. Boxon's liability does not cover loss of production, loss of profit, loss of capital, or any other economic consequential or indirect loss. This limitation of liability does not apply in cases of gross negligence by Boxon.

14.3. Boxon's liability under the agreement is limited to an amount equivalent to 25% of the price of the Products.

15. Product Liability

- 15.1. Boxon is not liable for damage caused by the Products to property or persons or for the consequences of such damage. Boxon is also not liable for damage to the Buyer's products or products in which the Buyer's products are included. The Buyer shall indemnify Boxon against any liability for product damage.
- 15.2. This limitation of liability does not apply in cases of gross negligence by Boxon.
- 15.3. If a third party makes a claim against Boxon or the Buyer concerning product damage, the other party must be notified without undue delay.
- 15.4. The Buyer and Boxon shall maintain adequate product liability insurance.

16. Grounds for exemption (Force Majeure)

- 16.1. A party is relieved from fulfilling its obligations if an event occurs that hinders or unreasonably burdens the fulfillment of the agreement, and this event could not reasonably have been foreseen at the time of entering the agreement.
- 16.2. Force majeure may include, but is not limited to, governmental actions, new or amended legislation, labor disputes, blockades, fires, floods, major accidents, natural disasters, severe infectious disease outbreaks, war, mobilization, requisition, seizure, trade and currency restrictions, riots, civil unrest, transportation shortages, general goods shortages, supply restrictions, or delays from subcontractors caused by such events.
- 16.3. A party invoking force majeure must promptly notify the other party in writing of the occurrence of the event and later of its cessation.
- 16.4. If the Buyer invokes force majeure, the Buyer must compensate Boxon for costs incurred in securing and protecting the Product.
- 16.5. Regardless of force majeure, either party may cancel the agreement through written notice if the fulfillment of the agreement is hindered for more than three months.

17. Governing law and dispute resolution

- 17.1. The parties' agreement shall be governed by Swedish substantive law.
- 17.2. Disputes arising from the parties' agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC).
- 17.3. If the value of the dispute is less than SEK 1 million, the Rules for Expedited Arbitrations shall apply. If the value is SEK 1 million or more, the Arbitration Rules shall apply.

The arbitral tribunal shall consist of one arbitrator if the value is less than SEK 10 million. If the value is SEK 10 million or more, the tribunal shall consist of three arbitrators. The value of the dispute includes the claimant's claim in the request for arbitration and any counterclaims made in the response.

- 17.4. The seat of arbitration shall be Helsingborg.
- 17.5. The language of the proceedings shall be Swedish.
- 17.6. If the Buyer wishes to bring a claim against Boxon for defects or delays, arbitration must be initiated within one year of delivery.