

## GENERAL TERMS AND CONDITIONS

### 1) Scope of services and of supply of goods

- a) These general terms and conditions apply to all contracts regarding services provided and goods delivered by Gasporox AB (publ) (hereinafter, "Gasporox"). Changes to the general terms and conditions must be accepted in writing by Gasporox in order to be valid. If a written agreement between Gasporox and a customer is in conflict with these general terms and conditions, such agreement shall prevail.
- b) The general terms and conditions of the customer or third parties which deviate or differ from these general terms and conditions are not binding on Gasporox, even if the customer refers to such terms and conditions and Gasporox does not expressly object to them.

### 2) Orders and prices

- a) All offers provided by Gasporox are non-binding.
- b) An order to purchase by a customer is binding on the customer but shall only become binding on Gasporox after written acceptance (order confirmation).
- c) Any request for changes to an order must be sent in writing to Gasporox and must be accepted in writing by Gasporox to be valid. If such changes result in Gasporox incurring increased costs, then Gasporox has the right to increase the price in order to cover such increased costs.
- d) The price set forth in an offer shall apply to any order submitted with reference thereto. Gasporox shall have the right to increase unilaterally the prices agreed by an amount equal to any cost variations due to unforeseen circumstances, such as increases in the costs of raw materials and accessory materials or increases in taxes and other public charges.

### 3) Intellectual property and confidentiality

- a) Gasporox retains all intellectual property

rights in any products delivered or services provided. The customer acquires no right or interest in any such intellectual property unless explicitly agreed in writing.

- b) Neither party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession, and which is of a confidential nature. This obligation will not apply to information which the recipient can prove (i) was in its possession at the date it was received or obtained or (ii) which the recipient obtains from some other person with good legal title to it or (iii) which is in or comes into the public domain otherwise than through the default or negligence of the recipient or other person, or (iv) which is independently developed by or for the recipient.

### 4) Payment

- a) Services and goods may be invoiced when the services, or a specified part thereof, have been performed, or the goods have been shipped, by Gasporox. Unless otherwise agreed in writing, the payment date is set to 30 days after invoice date.
- b) Gasporox reserves the right to issue an advanced payment invoice depending on the size of the order. Such invoice will be issued at the time of the order confirmation.
- c) If the customer fails to pay by the stipulated date, Gasporox shall be entitled to interest from the day on which payment was due in accordance with the Swedish Interest Act. In case of late payment, Gasporox may suspend its performance of any of its obligations until payment has been received.
- d) Partial deliveries may occur and will be invoiced accordingly.

### 5) Shipment

- a) The delivery terms are by default Ex Works (INCOTERMS 2020), unless otherwise agreed in writing.

- b) Depending on the delivery terms, the risk of the goods will transfer to the customer at the latest on leaving Gasporox facilities. Furthermore, the customer shall, at his own expense, insure the goods against damages in transit.
- c) General import costs are at the expense of the customer, unless otherwise agreed in writing.
- d) Packaging costs may occur depending on size, weight and packaging material.

## **6) Delivery**

- a) The agreed delivery time will be confirmed in the order confirmation.
- b) If delay in delivery is caused by any of the circumstances mentioned in clause 9) or by an act or omission on the part of the customer, the time for delivery shall be extended by a period which is reasonable having regard to all the circumstances in the specific case.
- c) If Gasporox fails to meet an agreed delivery time or reasonably expects not to meet an agreed delivery time, Gasporox shall promptly notify the customer to reschedule such delivery.
- d) If the customer fails to accept delivery of goods at the agreed delivery time, the customer shall nevertheless pay any part of the purchase price which becomes due on delivery, as if delivery had taken place. Gasporox shall arrange for storage of the goods at the risk and expense of the customer.
- e) All other claims against Gasporox based on delay shall be excluded, except for losses suffered by the customer to the extent such losses are caused by Gasporox' wilful acts or gross negligence.

## **7) Ownership**

- a) The ownership of the delivered goods is retained by Gasporox until the payment obligations of the customer are fulfilled. Gasporox reserves the rights to reclaim the goods if obligations are not met by the customer. Before passing of ownership, the customer shall insure the delivered goods adequately and take precautions not to

damage the goods. The customer shall be allowed to sell the goods to third party only if the payment obligations towards Gasporox are fulfilled and the ownership has passed to the customer.

## **8) Warranty, failure and defects**

- a) Subject to the limitations set forth in these general terms and conditions, the services provided and goods delivered by Gasporox shall conform to any specifications agreed in writing and shall be provided or produced with reasonable care and skill and in compliance with laws, rules, and regulations applicable in the country of performance. Pursuant to the provisions of this clause 8), Gasporox shall remedy any nonconformity ("failure" or "defect").
- b) Gasporox' liability is limited to failure and defects which appear within a period of three months from performance of services, within a period of twelve months from delivery of goods, or a period of six months regarding any repair of goods.
- c) The customer shall notify Gasporox in writing of any failure or defect, such notice to be given within fourteen days of the performance of the services to which the failure relates, or the arrival of each delivery (in the case of defects which are visually manifest) and to be given within fourteen days after such defect becomes apparent (in the case of any other defect). The notice shall contain a description of the failure or defect. If the customer fails to notify Gasporox in writing of a failure or a defect within the time limits set forth, the customer loses its right to have the failure or defect remedied.
- d) On receipt of the notice under c) above, Gasporox shall at its own cost remedy any failure, or defect by way of replacement or repair of the defective goods, or at Gasporox' sole option, by repayment of the price for the services to which the failure relate or for the defective goods (where this has been paid) or by granting the customer a reduction of the purchase price in proportion to the failure or defective goods.
- e) Gasporox is not liable for failure caused by any instructions given by the customer or any failure by the customer to enable

Gasporox to perform the services as agreed, or for defects caused by normal wear and tear; (i) if storing, operating, installation or maintenance instructions supplied by Gasporox have not been observed; (ii) if changes have been made to the goods by the customer without Gasporox' written consent; or (iii) if parts have been replaced, modified or materials have been used that are not in accordance with the original product specifications.

- f) If Gasporox has failed to remedy failure or defects, regarding which the customer has given notice pursuant to c) above and for which Gasporox is liable, the customer may request Gasporox to remedy such failure or defects within a final reasonable period (not less than thirty days) and if Gasporox fails to do so the customer shall be entitled to terminate the contract in respect of such services or goods which due to the failure will not serve the agreed purpose.
- g) Save as stipulated in this clause 8), Gasporox shall not be liable for failure or defects, except for losses suffered by the customer to the extent such losses are caused by Gasporox' wilful acts or gross negligence.
- h) In the event of warranty claim for which Gasporox cannot be held responsible, Gasporox reserves the rights to charge the customer for the desired work accordingly.

#### **9) Safety**

- a) The customer shall ensure that any location appointed by the customer for Gasporox' performance of services shall comply with all relevant health, safety and environmental laws and regulations.

#### **10) Limitation of liability**

- a) Gasporox shall not be liable to the customer for any indirect or consequential loss including loss of profits, loss of revenue, business interruption and/or loss of goodwill or contracts, except liability resulting from wilful acts or gross negligence or for death or personal injury.

#### **11) Force majeure**

- a) Either party shall be entitled to suspend performance of its obligations under a contract to the extent that such performance is impeded by any of the following circumstances: general shortage of raw materials, disruption of operation, industrial disputes and any other circumstance beyond the control of the parties such as fire, war, military mobilization, pandemic, insurrection, requisition and failure, defects, or delays in deliveries by subcontractors caused by any such circumstance.
- b) The party claiming to be affected by force majeure shall notify the other party in writing without delay.

#### **12) Applicable Law and Disputes**

- a) Any contract between the parties shall be governed by the substantive laws of Sweden. Neither the Swedish Sale of Goods Act nor the United Nations Convention on Contracts for the International Sale of Goods of 1980 shall be applicable.
- b) Any dispute, controversy or claim arising out of or in connection with a contract, 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 Lund, Sweden. The language to be used in the arbitral proceedings shall be English.
- c) The parties undertake and agree that all arbitral proceedings conducted will be kept strictly confidential.