

1. Applicability and Definitions

- 1.1. These General Terms and Conditions shall apply to workshop painting services when the parties have agreed to them in writing. Any deviations from these terms and conditions must be agreed upon in writing to be valid.

1.2. Definitions:

-“Agreement” refers to these “General Terms and Conditions for workshop painting services Alucrom,” the Quotation, Appendices, and Order Confirmation.

-“Buyer” refers to the company purchasing the Product and specified in the Order Confirmation.

-“Supplier” means Alucrom AB, corporate ID no. 556031–3537

-“Product” means the item(s) that the Supplier is to deliver under the Agreement, including documentation. When the term “written” or “in writing” is used in these provisions, it refers to a document signed by both parties or a letter, email, or another form of communication agreed upon by the parties.

2. Contract Documents and Order of Precedence

- 2.1. If the Agreement contains conflicting provisions, and unless otherwise agreed in writing, the documents shall take precedence in the order set forth below, unless the circumstances clearly dictate otherwise.

1-Purchase Order
2-General Provisions for workshop painting services by Alucrom
3-Technical Specifications for Goods Subject to workshop painting

3. Information and Technical Documentation

- 3.1. All technical documentation relating to the Product or its manufacture, which is provided by one party to the other before or after the conclusion of this

Agreement, shall remain the property of the providing party. Received technical documentation or information may not, without the other party’s consent, be used for any purpose other than that for which it was provided. With the exception of such documentation as mentioned in Section 3.2 below, documentation may not, without the other party’s consent, be copied, disclosed to, or brought to the attention of any third party.

- 3.2. The Supplier shall, except in the event of termination pursuant to Section 10.4, provide the Buyer, no later than upon delivery, with one set, or the agreed number of sets, of such technical documentation as is sufficiently detailed to enable the Buyer to perform maintenance on all parts of the Product.

4. Requirements

- 4.1. Basic inspection (coating thickness measurement—total coating thickness only) shall be performed in accordance with Alucrom’s manual for anti-corrosion painting and ISO 12944. Extended initial inspection (coating thickness measurement—all layers) and supplementary inspections may be performed if the parties have agreed to such inspections. Extended inspections are charged according to the price list in effect at the time.
- 4.2. The Buyer warrants that the Product meets the requirements set forth in the appendix “Technical Specifications for Workshop Painting Goods,” which forms an integral part of the parties’ Agreement.

5. Acceptance test

- 5.1. Acceptance test shall be conducted at the location where the Product is processed, unless another location has been agreed upon. If no technical requirements for the test have been agreed, the test shall be conducted in accordance with standard practice within the relevant industry in the

country where the Product is painted.

- 5.2. The date of the acceptance test shall be specified in the Purchase Order. If no time for the acceptance test has been agreed upon, the Supplier shall notify the Buyer in writing in sufficient time before the acceptance test to enable the Buyer to be present. If a date for the acceptance test has been agreed upon or the Buyer has received such notification as referred to in the preceding sentence, the acceptance test may be carried out even if the Buyer is not represented at the test. The Supplier shall prepare a report of the acceptance test. The test report shall be sent to the Buyer. Unless the Buyer demonstrates otherwise, the report shall be deemed to provide an accurate description of how the acceptance test was conducted and its results.

- 5.3. If the Product is found not to be in the agreed condition during the acceptance test, the Supplier shall, without undue delay, ensure that the Product is brought into conformity with the Agreement. At the Buyer's request, a further acceptance test shall thereafter be conducted, unless the defect is immaterial.

6. Delivery clause

- 6.1. Delivery shall be made "Ex Works" at the Supplier's address in accordance with the INCOTERMS in effect at the time the Agreement is entered into.
- 6.2. If other delivery terms have been agreed upon, they shall be interpreted in accordance with the INCOTERMS in effect at the time the Agreement is entered into.

7. Schedule of deliveries

- 7.1. The Schedule of delivery for the Product, taking into account the paint's curing time and other relevant circumstances, is specified in the Purchase Order.
- 7.2. If, instead of a specific delivery date,

the parties have agreed on a time period within which completion must take place, this period begins upon the conclusion of the Purchase Order.

8. Delay

- 8.1. If the Supplier determines that it cannot deliver on time, or if a delay on the Supplier's part appears likely, the Supplier shall without undue delay notify the Buyer in writing, stating the reason for the delay and, to the extent possible, the date on which delivery or completion is expected to take place.
- 8.2. If delivery is delayed due to any circumstance that constitutes grounds for relief under Section 14 or due to any act or omission on the part of the Buyer, e.g., if substances hazardous to health and the environment, such as red lead paint (lead tetroxide) or similar substances, are found in goods from the Buyer, or the Supplier's suspension of performance of the Agreement pursuant to Section 10.4, the Supplier shall be granted a reasonable extension of the completion period, taking into account the circumstances of the case. The completion period shall be extended even if the cause of the delay occurs after the expiration of the originally agreed delivery period.
- 8.3. If the Buyer is unable to pick up the Product on the agreed date, or if a delay on the Buyer's part appears likely, the Buyer shall, as soon as the Buyer becomes aware of the circumstances, notify the Supplier in writing, stating the reason for the delay and, to the extent possible, the date on which the Product is expected to be picked up. If the Buyer fails to accept the Product on the agreed date, the Buyer is nevertheless obligated to make any payment contingent upon delivery, as if the Product had been delivered. The Supplier shall arrange for storage of the Product at the Buyer's risk and expense. If the Buyer so requests, the Supplier shall insure

the Product at the Buyer's expense.

- 8.4. Unless the Buyer's failure as described above is due to circumstances referred to in Section 14, the Supplier may demand in writing that the Buyer accept the Product within a reasonable time. If the Buyer, for reasons for which the Supplier is not responsible, fails to accept the Product within the time limit, the Supplier may, by written notice to the Buyer, terminate the Agreement with respect to that part of the Product ready for delivery which, due to the Buyer's failure, has not been delivered. In such a case, the Supplier is entitled to compensation for the damage caused to the Supplier by the Buyer's failure to act.

9. Late Delivery Penalty

- 9.1. If the Supplier fails to deliver the Product on time, the Buyer is entitled to a penalty starting from the date on which delivery was due. The penalty shall amount to 0.5% of the agreed price for each commenced week that the delay continues. If only part of the Product is delayed, the penalty shall be calculated on the portion of the price attributable to the part of the Product that cannot be put into use due to the delay. The penalty shall not exceed 7.5% of this assessment base.
- 9.2. The penalty shall fall due upon written demand by the Buyer, but no earlier than when the Product has been delivered in its entirety or at the time of termination. The Buyer loses its right to the penalty if the Buyer has not made a written demand for it within two months after the delivery was due to have taken place.

10. Payment

- 10.1. Payment shall be made upon receipt of an invoice, with a payment term of 30 days from the invoice date.
- 10.2. Unless otherwise agreed, the following applies regarding invoicing

of the agreed price:

- 10.2.1. For orders where the delivery time for the Product does not exceed 30 days from the Order Confirmation, the agreed price, plus any applicable value-added tax, shall be invoiced when the Product is ready for acceptance testing in accordance with Section 5. If, upon acceptance testing, the Product is found not to be in the agreed condition, the Buyer may, unless the deviation is insignificant, withhold 5 percent of the agreed price as security until the deviations have been remedied.

- 10.2.2. For orders where the delivery time for the Product exceeds 30 days from the Order Confirmation, the agreed price, plus any applicable value-added tax, shall be invoiced at 30 percent when the Product is fully abrasive blasted. The remaining portion shall be invoiced according to progress, but no more than once per month.

If, upon delivery inspection, the Product is found not to be in the agreed condition, the Buyer may, unless the deviation was insignificant, withhold a maximum of 10 percent of the agreed price as security until the deviations have been remedied.

- 10.3. If the Buyer fails to pay on time, the Supplier is entitled to interest on late payments from the due date at the rate applicable under the Swedish Interest Act (1975:635).

- 10.4. If the Buyer fails to pay an undisputed claim on time, the Supplier may also, after notifying the Buyer in writing, suspend performance of the Agreement until payment is made. If the Buyer has not paid two months after the due date, the Supplier may terminate the

Agreement by written notice to the Buyer. The Supplier is then entitled, in addition to default interest, to compensation for the loss suffered by the Supplier.

11. Defect Liability period

- 11.1. The Supplier's liability for defects applies only to defects that become apparent within two years from the date the Product was delivered. Unless otherwise agreed, the Product is deemed delivered once it has passed an approved acceptance test in accordance with Section 5.
- 11.2. For parts of the Product repaired in accordance with Section 12, the Supplier shall have the same liability as for the original Product for a period of one year. For the Product's other parts, the liability period specified in Section 11 shall be extended only by the period during which the Product could not be used as a result of defects for which the Supplier is liable.
- 11.3. Notwithstanding the provisions of Section 12 below, the Supplier shall have no liability for defects in any part of the Product beyond three years from the commencement of the liability period specified in Section 11.

12. Liability for Defects

- 12.1. The Supplier is obliged, in accordance with the provisions of Sections 12.2–12.8, to remedy by repair all defects in the Product that are due to defective materials or workmanship. If the Supplier is liable for a defect, the Supplier is also liable for damage to the Product caused by the defect. If rectifying a defect requires intervention in anything other than the Product, the Buyer is responsible for the labour and costs incurred thereby.
- 12.2. The Supplier's liability does not extend to defects attributable to materials provided by the Buyer or to

a design, choice of materials, or workmanship prescribed or specified by the Buyer. The Supplier's liability also does not cover defects caused by circumstances that arose after the risk for the Product passed to the Buyer. The liability does not, for example, cover defects arising from operating conditions that deviate from what was stipulated in the Agreement or from improper use of the Product. Nor does it cover defects caused by inadequate maintenance or improper installation by the Buyer, modifications made without the Supplier's written consent, or repairs improperly performed by the Buyer.

Finally, liability does not cover normal wear and tear or deterioration.

- 12.3. The Buyer shall, without undue delay, submit a written complaint regarding defects to the Supplier after the defect has become apparent, but no later than two weeks after the expiration of the liability period specified in Sections 11.1 and 11.2. The complaint shall include a description of how the defect manifests itself. If the Buyer does not submit a written complaint within the time limits specified above, the Buyer loses the right to assert claims based on the defect.
- 12.4. If there is reason to believe that the defect may pose a risk of damage, a complaint must be submitted immediately. If a complaint is not made immediately, the Buyer loses the right to assert claims based on damage to the Product that would have been avoided had such a complaint been made.
- 12.5. Once the Supplier has received a written complaint, the Supplier shall remedy the defect with the promptness warranted by the circumstances of the individual case. The Supplier shall bear the costs of

the remedy. If the remedy can be performed where the Product is located, it shall be done so, unless the Supplier, taking into account the interests of both parties, finds it more appropriate for the Product to be sent to the Supplier. If the remedy can be performed by disassembling the Product without the Supplier's technical expertise, the Supplier may require that the defective part of the Product be sent to the Supplier or to a location designated by the Supplier for repair.

The Supplier shall then have fulfilled its obligations regarding the defect once the repaired part of the Product has been delivered to the Buyer.

- 12.6. If the Buyer files a complaint and it turns out that there is no defect for which the Supplier is liable, the Supplier is entitled to compensation for the work and costs incurred by the Supplier as a result of the complaint.
- 12.7. Any transportation in connection with the rectification of defects shall be at the Supplier's risk and expense. The Buyer shall follow the Supplier's instructions regarding how the transport is to be carried out. The Buyer shall, however, bear any additional costs incurred by the Supplier in remedying the defect due to the Product being located at a place other than the delivery destination specified to the Supplier when entering into the Agreement or—if no such destination was specified—the place of delivery.
- 12.8. The Supplier shall have no liability for defects beyond what is provided for in Section 12. This applies to any loss the defect may cause, such as loss of production, loss of profit, and other consequential economic losses. The Supplier's liability under this Agreement shall not exceed the contract amount. However, this limitation of liability does not apply

where the Supplier has acted with gross negligence.

13. Liability for Property Damage Caused by the Product

- 13.1. The Supplier shall not be liable for damage caused by the Product to real or personal property, or for the consequences of such damage, if the damage occurs while the Product is in the Buyer's possession.
- 13.2. The Buyer shall indemnify the Supplier to the extent that the Supplier is held liable to a third party for such damage or loss for which the Supplier is not liable under Section 13.1. The aforementioned limitations on the Supplier's liability shall not apply if the Supplier has acted with gross negligence.
- 13.3. If a third party makes a claim against the Supplier or the Buyer for compensation for damage or loss as referred to in this section, the other party shall be notified immediately in writing. The Supplier and the Buyer are obligated to appear before the court or arbitration tribunal hearing a claim for compensation against either of them, if the claim is based on damage or loss alleged to have been caused by the Product. However, the mutual relationship between the Buyer and the Supplier shall always be determined in accordance with Section 17.

14. Force Majeure

- 14.1. The following circumstances constitute grounds for exemption if they prevent the performance of the Agreement or render such performance unreasonably onerous: labour disputes and any other circumstances beyond the parties' control, such as fire, natural disasters and extreme natural events, war, mobilization or military call-ups of a corresponding scope, requisition, seizure, trade and currency restrictions, insurrections and riots,

shortages of means of transport,
general shortages of goods,
restrictions on the supply of fuel,
pandemics or epidemics, as well as
defects in or delays in deliveries from
subcontractors caused by such
grounds for exemption.

The aforementioned circumstances
constitute grounds for exemption
only if their impact on the
performance of the Agreement could
not have been foreseen at the time
the Agreement was entered into.

- 14.2. A party wishing to invoke a ground for exemption referred to in Section 14.1 must, without delay, notify the other party in writing of the occurrence of such a ground, as well as of its cessation. Notwithstanding any other provisions of these terms and conditions, either party may terminate the Agreement by written notice to the other party if performance of the Agreement is delayed by more than three months due to a ground for exemption mentioned in Section 14.1.

15. Transfer of the Agreement

- 15.1. A Party may not assign its obligations and rights under the Agreement, in whole or in part, to a third party without the other party's written consent.

16. Termination

- 16.1. In addition to the provisions regarding termination set forth elsewhere in these General Terms and Conditions, either party shall be entitled to terminate the Agreement with respect to the remaining work on the Product if:

- 16.1.1. A Party commits a material breach of contract and fails to remedy such breach within 14 days of receiving a written request for remedy, or

- 16.1.2. A Party is declared bankrupt or is otherwise found to be insolvent to such an extent that the Party cannot fulfil its obligations unless the defaulting Party immediately provides sufficient security to ensure that the Party's obligations are properly fulfilled.

17. Dispute Resolution

- 17.1. Disputes arising out of this Agreement where the amount in dispute is less than 1,500,000 Swedish kronor shall be settled by a court of general jurisdiction, with the Gothenburg District Court as the court of first instance.
- 17.2. All other disputes arising out of this Agreement shall be finally settled by arbitration in accordance with the Rules for Simplified Arbitration of the SCC Arbitration Institute. The seat of arbitration shall be Gothenburg, and the language of the proceedings shall be Swedish. This Agreement shall be governed by Swedish law.