

## GENERAL CONDITIONS OF SALES - Kinnegrip (2024)

Kinnegrip manufactures and sells dropside locking systems for transport vehicles and related products (the “**Products**”). Any customer purchasing Products from Kinnegrip is below referred to as the “**Customer**”. Each purchase order issued by the Customer and accepted by Kinnegrip is below referred to as the “**Contract**”. These terms (the “**General Conditions**”) shall apply on all such direct sales made by Kinnegrip, or any of its subsidiaries such as Kinnegrip SP. Z.o.o., to Customers. Any modifications of or deviations from the General Conditions must be agreed in writing.

### 1. PRODUCT INFORMATION

Information and data contained in Kinnegrip’s general product documentation and/or price lists shall be binding only if expressly included in the Contract.

### 2. TECHNICAL INFORMATION

All drawings and technical documents relating to the Products or its manufacture shall remain the property of Kinnegrip and may not, without the consent of Kinnegrip, be used for any other purpose than that for which they were provided.

### 3. DELIVERY TERMS

Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the Contract.

If no trade term has been specifically agreed, the delivery shall be Ex. Works (EXW) at the place named by Kinnegrip or otherwise at Kinnegrip’s warehouse.

### 4. PAYMENT, PRICE INCREASES, STORAGE

Payment shall be made within 30 days after the date of invoice. If the Customer fails to pay by the stipulated date, Kinnegrip shall be entitled to interest from the day on which payment was due. The rate of interest shall be 8 percentage points above the reference rate of the Swedish Central Bank.

Kinnegrip has the right to adjust the prices in case of changes in its cost for raw material, other cost changes and/or changes in exchange rates. Such price adjustments shall take effect on deliveries made as from 30 days after notice of the adjustment.

If Kinnegrip has accepted a request from the Customer to keep a storage of saleable inventory of Products, Products in process and/or raw materials, the Customer is under all circumstances obliged to buy such storage from Kinnegrip at Kinnegrip’s request.

### 5. LIABILITY FOR DEFECTS

Kinnegrip shall remedy any defect or nonconformity resulting from faulty design, materials or workmanship. Kinnegrip is not liable for defects arising out of materials provided or a design stipulated or specified by the Customer. Kinnegrip shall only be liable for defects which appear under proper use of the Products. Kinnegrip shall not be liable for defects caused by circumstances, which arise after the risk has passed to the Customer, e.g. defects due to faulty maintenance, incorrect installation or faulty repair by the Customer or to alterations carried out without Kinnegrip’s consent in writing. Kinnegrip shall neither be liable for normal wear and tear nor for deterioration.

Kinnegrip’s liability shall be limited to defects which appear within a period of one year from delivery. The Customer shall without delay notify Kinnegrip in writing of any defect which appears otherwise, the Customer shall lose its right to have the defect remedied.

If the defect may cause damage, the Customer shall immediately inform Kinnegrip in writing. The Customer shall bear the risk of damage resulting from its failure to notify Kinnegrip. The Customer shall take reasonable

measures to minimise damage and shall in that respect comply with instructions of Kinnegrip.

Kinnegrip may demand that the defective part/Product is sent to Kinnegrip or a destination specified by Kinnegrip at the Customer’s cost. In such case Kinnegrip shall have fulfilled its obligations in respect of the defect when Kinnegrip delivers a repaired part or a replacement to the Customer. Kinnegrip may choose to repay the purchase price of the defect part/Product. Unless otherwise agreed, the Customer shall bear any additional costs which Kinnegrip incurs for remedying the defect caused by the Products being located in a place other than the destination stated in Contract for Kinnegrip’s delivery to the Customer or – if no destination has been stated – the actual place of delivery.

If no defect is found for which Kinnegrip is liable, Kinnegrip shall be entitled to compensation for the costs Kinnegrip incurs.

### 6. ALLOCATION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCTS

Kinnegrip shall not be liable for any damage caused by the Products after it has been delivered or for any damage to products manufactured by the Customer or to products of which the Customer’s products form a part. If Kinnegrip incurs liability towards any third party for such damage to property, the Customer shall indemnify, defend and hold Kinnegrip harmless. If a claim for damage as described in this section is lodged by a third party, the Customer party shall immediately inform Kinnegrip in writing.

### 7. FORCE MAJEURE

Either party shall be entitled to suspend performance of its obligations, except for payment obligations, to the extent that such performance is hindered by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the reasonable control of the parties such as fire, war, military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Section 7.

### 8. CONSEQUENTIAL LOSSES

Same as otherwise stated in these General Conditions there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever.

### 9. DISPUTES AND APPLICABLE LAW

The General Conditions and any Contract shall be construed in accordance with and be governed by the substantive laws of Sweden as applied between Swedish legal entities.

Any dispute, controversy or claim in connection to the General Conditions and/or any Contract shall be finally settled in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce (“**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 (1) or three (3) arbitrators. The place of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English.

The Parties agree that arbitral proceedings conducted will be kept strictly confidential, unless the disclosure is necessary to enforce a Party’s rights. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.