

GENERAL CONDITIONS OF SALE OF TRIBOTEC LTD

§ 1 Generally

The general conditions in question are applicable to all sales and delivery of products from Tribotec's range of products ("the Product/s") and are included as much in Tribotec's offers and confirmations of orders as in sales agreements between Tribotec and the Buyer. No divergent or supplementary rules or conditions shall be applicable without Tribotec's express and written consent. All the Products which Tribotec markets are intended for professional use within the industry.

§ 2 Origin of the Agreement

- 2.1 Tribotec's offers are not binding without a written undertaking thereof. The agreement ("the Sales Agreement") between Tribotec and the Buyer arises through Tribotec confirming the Buyer's order in writing. These general conditions of sale apply to such confirmed order.
- 2.2 Orders with a net value below 1000 SEK shall not be accepted.

§ 3 Delivery

- 3.1 Unless otherwise specifically agreed between Tribotec and the Buyer or stipulated in the Sales Agreement, the Products shall be delivered EXW (Incoterms 2010).
- 3.2 If the Buyer chooses FREIGHT COLLECT, this requirement shall be specified in the order from the Buyer. If the parties agree on FREIGHT COLLECT, Tribotec shall engage one of the Buyer's contracted carrier at the Buyer's expense. The Buyer is liable for the risk of and any insurance for the Products during the transport/freight. The Goods Invoice will not be credited in the event of loss of or damage to the Products during the transport/freight.
- 3.3 If the Buyer chooses FREIGHT ADDED, this shall be specified in the order from the Buyer. If the parties agree on FREIGHT ADDED, Tribotec shall appoint and engage their own carrier at the Buyer's expense. The Buyer is liable for the risk of and any insurance for the Products during the transport/freights Tribotec ensures that the delivery is made to a place designated by the Buyer and is further entitled to additional invoicing of the Buyer for all expenses related to the freight/transport. Invoicing can be made separately or directly on the Goods Invoice. The Goods Invoice will not be credited in the event of loss of or damage to the Products during the transport/freight.
- 3.4 If the Buyer chooses THIRD PARTY PAYOR, this requirement shall be specified in the order from the Buyer together with information regarding where and to whom delivery shall be made. If the parties agree on THIRD PARTY PAYOR, Tribotec shall engage one of the Buyer's contracted carrier at the Buyer's expense. The Buyer is liable for the risk of and any insurance for the Products during the transport/freights. The Goods Invoice will not be credited in the event of loss of or damage to the Products during the transport/freight.
- 3.5 The risk of the Products upon delivery according to clause 3.2 – 3.4 above is transferred to the Buyer when the Products are loaded onto the carrier's mode of transport at Tribotec.
- 3.6 The stated delivery time stated shall be considered approximate if Tribotec has not in writing confirmed a certain specific delivery time. Upon delivery according to clause 3.2 – 3.4 above the Products shall be considered delivered by Tribotec when the Products are loaded onto the carrier's mode of transport at Tribotec unless otherwise specifically agreed in writing between the parties or specified in the Sales Agreement.
- 3.7 If the Buyer's transport instructions are delayed or prescribe delivery later than what appears from the Sales Agreement, the delivery shall be regarded as performed, and the Products shall be warehoused for the Buyer at the Buyer's expense.
- 3.8 Special packing shall be debited separately on the Goods Invoice in accordance with Tribotec's rates and prices as applicable from time to time.

§ 4 Passing of ownership

- 4.1 Ownership in the delivered Products shall remain with Tribotec until payment has been made in full. During the period when Tribotec still has ownership, the Buyer shall keep the Products on behalf of Tribotec. If the Buyer does not pay for the Products in accordance with the payment conditions stated on the invoice, Tribotec has the right to take back the Products, without previous notice thereof. Products which remain unpaid for shall be stored separate from other property and marked as belonging to Tribotec.
- 4.2 Notwithstanding what has been prescribed in paragraph 4.1 above, the Buyer shall have the right to use the Products in his normal production before the full payment has been made and the right of ownership shall be applicable to that part of the Products which at that time was intact.
- 4.3 The risk of loss of, or damage to, the Products is transferred to the Buyer immediately after delivery of the same has taken place in accordance with applicable delivery condition.

§ 5 Prices

- 5.1 Prices are stated exclusive of value added tax (VAT) and VAT is applicable in addition.
- 5.2 The price is based on exchange rates, as in customs duty, taxes and other general charges, which were effective at the time of the coming into being of the Sales Agreement. If there are any changes of relevant exchange rates or of general charges or if a state of affairs has arisen which Tribotec could not reasonably have foreseen or previously have control of, after the day for the coming into being of the Sales Agreement, Tribotec has the right to adjust the prices to a corresponding degree or in order to compensate for the change.
- 5.3 In case of an increase of the costs for energy, raw materials or other things, for the manufacture of the Products' necessary resources which occur before the agreed delivery date, Tribotec shall have the right to increase the price of the ordered Products to a corresponding extent through written communication to the Buyer, notwithstanding that the Buyer has the right to withdraw the purchase within seven days after the receipt of such communication.

§ 6 Payment

- 6.1 Payment shall be made in accordance with those payment conditions which are stated on the invoice by way of a transfer to a stated bank account. If

there is no other way specially agreed or stated on the invoice the amount for payment expires 30 clear days from the invoice date. If the Buyer has not paid the agreed amount on the expiry day, Tribotec shall in addition to other applicable consequences have the right to:

- debit two (2) percent penalty interest on arrears on the debt amount for each month or part of the month as well as debit an extra charge for overdue payment in the sum of 50 crowns,
 - receive compensation from the Buyer for all costs which have arisen as a result of the recovery of the accrued claim,
 - break off deliveries until payment of all claims has been made.
- 6.2 The amount, which is paid by the Buyer shall be considered to constitute payment for outstanding claims in chronological order based upon the respective due date.

§ 7 Guarantees

- 7.1 Tribotec guarantees that the Product corresponds with the material certificate drawn up by Tribotec for the specific Product. **TRIBOTEC GIVES NO OTHER EXPRESS OR IMPLIED PROMISES NOR DOES IT GUARANTEE UNDERTAKINGS. NEITHER DOES TRIBOTEC GUARANTEE THAT THE PRODUCT IS RENEWABLE OR FIT FOR ANY PARTICULAR PURPOSE. WITH MINORS THIS HAS BEEN CERTIFIED IN WRITING IN ACCORDANCE WITH PARAGRAPH 7.2 BELOW.**
- 7.2 Recommendations or statements regarding the Products constitute no guarantee without written confirmation thereof from Tribotec. The Buyer must himself, through testing or otherwise, check the Products' suitability for the intended purpose, considering all factors which influence the use being considered. This includes to verify and check the intended use of the Products against the applicable material certificate. If Tribotec has undertaken to conduct examinations or tests on behalf of the Buyer, Tribotec takes no responsibility for:
- using the result for a particular purpose, if such use is not clearly confirmed in writing,
 - any interpretation of the accepted data other than what is expressly stated, and
 - divergences from the results which appear outside the laboratory environment for reasons of factors other than settled parameters for the examinations or the tests.
- 7.3 Should the Buyer wish a product certificate or analysis certificate, Tribotec can furnish such certificate upon payment of a charge for the time being notified by Tribotec.

§ 8 Returns

Credit is given by Tribotec only for returns of complete, unopened original packages where such is approved in writing in advance. Wrong orders are credited up to 80 % of the product price. Custom-made and specially-ordered Products are not returnable. Upon returns, the Buyer shall contact Tribotec's Customer Service by telephone on: +46(0)31-887880 and return the Products to the address: 2 Metallvägen 2, 435 33 Mölnlycke.

§ 9 Limitation of Liability

Tribotec is not responsible for drop in profits, loss of production, indirect or other special subsidiary or consequential loss, irrespective of whether they depend upon negligence or not. Tribotec's liability for compensation and the Buyer's only compensation for possible damage by reason of 1) defective Products, 2) sale of Products 3) the use of Products, or 4) failed or late delivery of Products are, in addition to consequences for product liability in accordance with paragraph 10 below, expressly limited to a liability to: 1) exchange defective Products or 2) refund the purchase-price upon a justified cancellation of booked delivery caused by a delay longer than the delivery time stated in the Sales Agreement. No other demands can be made on Tribotec by the Buyer within the Sales Agreement because of sold Products.

§ 10 Product Liability

Tribotec shall compensate the Buyer and hold him blameless from possible direct costs, which have arisen for the Buyer by reason of the fact that the Products have caused personal injury or damage to property on/for a third party. Tribotec is responsible only for such damage under the understanding that the Buyer has used the Products for applicable purposes and in strict agreement with the product information which is forwarded by Tribotec, together, in addition, under the understanding that the Buyer has maintained continual production control, including among others, of regular inspections and examinations of all production components and end products. If it is something not expressly agreed in writing, the liability for compensation for personal injury or property damage shall be limited to a maximum of 500,000 SEK for each incident of damage and a maximum of 1,000,000 SEK per annum. Other possible compensation demands from a third party, which are referable to the Products, lie outside Tribotec's liability.

§ 11 Inspection, complaints, communication.

Immediately after the delivery of the Products, the Buyer shall inspect them through analysis or otherwise and thereby exercise such carefulness as is customary or called for taking into consideration the circumstances of the particular case. Possible complaints regarding the delivered Products' quality or visible condition shall be forwarded to Tribotec within 30 days from delivery of the Products. Possible complaints regarding latent defects in the Products shall be forwarded within two (2) months after delivery. Exception from complaints within the above stated complaint-times means that the Products are considered to be in conformity with the specifications. Defective Products shall not be destroyed or sent back to Tribotec without Tribotec before then having consented in writing thereto.

§ 12 Force Majeure

Neither of the parties to the agreement shall be liable for delay which is caused by events outside of the party's control (Force Majeure events), among them strikes or other labour market conflicts, scarcity of raw materials and other production resources, lack of means of transport, structural damage, fire and explosions, war and war-like situations (including terrorist actions). The party to the agreement who cannot fulfil his own obligations for reasons of Force Majeure events shall without delay notify the opposite party as well as communicate the estimated time for

GENERAL CONDITIONS OF SALE OF TRIBOTEC LTD

performance. Each party to the agreement has the right to break off performance of his own obligations in accordance with the agreement if the opposite party is unable to perform his own returns during a period exceeding three (3) months for reasons of Force Majeure events.

§ 13 Unforeseen circumstances

If those circumstances which existed at the time of the commencement of the Sales Agreement should change before the delivery time to such extent that performance of one or more of the obligations for each party should be unreasonably burdened and this change could not reasonably have been foreseen by the affected party to the agreement, Tribotec and the Buyer shall attempt to resolve the particular problem with a view to preserve the intentions in the Sales Agreement including the original balance between the parties to the agreement. If no settlement is reached within a reasonable time, the affected party to the agreement shall have the right to cancel the Sales Agreement for reasons of unperformed deliveries.

§ 14 Applicable legal order, legal forum.

The Sales Agreement shall be governed and interpreted in accordance with laws and other ordinances in Sweden. Disputes with regard to the Sales Agreement shall without exception be referred to a court of competent jurisdiction in the place where Tribotec's head office is situated.