

General terms of delivery

1 Applicability and definitions

- 1.1 These general conditions apply when a Customer has placed an order based on the Seller's quote, or when the parties have referred to them or otherwise agreed that they should be applied.
- 1.2 Deviations from these general conditions must be made in writing and signed by the parties to be valid.
- 1.3 "Customer" refers to the natural or legal person who receives a quote from, places an order with or otherwise enters into an agreement with the Seller.
- 1.4 "Product" refers to the product to be delivered according to the agreement between a Customer and the Seller.
- 1.5 "Seller" refers to Sporda Nonwoven AB.
- 1.6 "in writing" also refers to e-mail and other forms of communication that the parties have agreed upon.

2 Quotations and orders

- 2.1 The customer's order is binding for both parties once the Seller has confirmed it.
- 2.2 If the order has been preceded by a quote from the Seller, the terms of the quote apply, provided that the order has been placed within the validity period of the quote. If the order has been placed afterwards, the terms may still apply if the parties have agreed to this in writing.
- 2.3 Orders that are binding cannot be changed or canceled by the Customer without the Seller's written approval. If the Seller approves a change or cancellation, the Seller has the right to compensation corresponding to the work and materials that have been processed for the order up to the date of the change or cancellation, and which otherwise result from the change or cancellation.

3 Price and payment terms

- 3.1 The price for the Product appears in the quote. If the quote's validity period has expired when the order is placed, or if no quote has been submitted, the Seller must provide price information when the order is placed. The order becomes binding if the Customer does not cancel the order in writing within two (2) working days after such price statement.
- 3.2 Payment must be made within 20 days from delivery or, when delivery is not due to the Customer, from the invoice date, if nothing else has been agreed.
- 3.3 If the Customer does not pay on time, the Seller has the right to withhold future deliveries and demand late payment interest at 2.0 percent per month. If the payment delay continues for more than twenty (20) days, the Seller is also entitled to terminate the agreement with immediate effect. Termination of the agreement does not affect the Seller's right to be paid for completed deliveries, including late payment interest.
- 3.4 The seller reserves the right to adjust the price as a result of significant changes in exchange rates, material and transport costs. Substantial changes according to this point mean at least 3%.
- 3.5 If a fixed price has been agreed upon and new charges are introduced for the goods after the conclusion of the agreement, e.g. export or import duty, customs, tax on export, import and delivery or other similar charges, or if there is a change that has not been taken into account in the agreement, the price will be changed accordingly.
- 3.6 The customer is not entitled to set off or withhold any part of the purchase price due to the counterclaim.
- 3.7 Sporda Nonwoven AB reserves the right to adjust prices each year according to the Swedish consumer price index (KPI). Such adjustment shall apply from 1 January of each year.

4 Delivery conditions and delay

- 4.1 Delivery takes place Ex Works from the Seller's warehouse according to the INCOTERMS applicable at the time of the order, unless otherwise agreed.
- 4.2 The delivery time is shown in the quotation or, if the validity period of the quotation had expired at the time of ordering or no quotation has been submitted, in the Seller's order confirmation.
- 4.3 If the delivery is delayed, the Customer must first of all give the Seller a final reasonable deadline for delivery. If delivery does not take place within such deadline, the Customer has the right to cancel the delayed Products. Cancellation is the Customer's only right in the event of delay and no other penalty can be claimed. 4.4 The Seller reserves the right to deliver the ordered quantity of Products +/- 10%. The seller has the right to invoice a price corresponding to the quantity of Products actually delivered.

5 Products and errors

- 5.1 Product must have the properties that appear in the quotation or the technical data sheet. The seller's liability for errors is limited to what is expressly stated in this clause and no other characteristics or information are covered, either implied or as appearing in other documents or as discussed between the parties.
- 5.2 The customer is responsible for the Product's suitability.
- 5.3 The seller is only responsible for errors present at delivery. The customer must

therefore examine the Product as soon as possible in light of the circumstances.

- 5.4 The Customer loses the right to claim fault if the complaint is not made within a reasonable time after the Customer discovered, or should have discovered, the fault. In any event, the Customer loses the right to claim fault if the complaint is not made within three (3) months from the date of delivery at the latest.
- 5.5 In the event of a complaint, the Seller has the right to request samples or other documentation that shows that there is a fault and to inspect the Product.
- 5.6 If the Product does not comply with point 5.1, the Seller must either deliver a new Product or give a price reduction corresponding to the defect. New delivery or price reduction constitutes the Seller's sole obligation in the event of an error and the Customer is not entitled to claim any other penalty. Valid from 31/03/2023

6 Limitation of liability

- 6.1 The seller's liability towards the customer only includes compensation for direct damage and is limited to an amount corresponding to the price of the delivery in question. The seller is therefore not responsible for consequential damages, loss of profit or other indirect damages.
- 6.2 The Seller shall be indemnified by the Customer to the extent that the Seller is held liable towards third parties for damage or loss for which the Seller is not responsible.

7 FORCE MAJEURE

- 7.1 A Party is not obliged to fulfill its obligations under the Agreement or to pay damages or other compensation, to the extent that the Party's fulfillment is significantly hampered or prevented due to a cause that falls outside the Party's control and which could not reasonably have been foreseen when the Agreement was entered into and the consequences of which could not reasonably have been avoided or overcome, such as general labor market conflict, war, fire, sabotage, lightning strike, IT attack, terrorist attack, changed government regulations or government intervention.
- 7.2 The Party that wishes to claim exemption from liability according to this clause 17 must notify the other Party of this in writing and without unreasonable delay. If a Party's performance of the Agreement due to a force majeure event according to this clause 17 is substantially prevented for a period longer than three (3) months, the other Party shall have the right to terminate the Agreement with immediate effect.

8 Privacy

- 8.1 The parties undertake to observe complete confidentiality during the term of the agreement and at least three (3) years thereafter regarding all information received both verbally and in writing, electronically or through another medium, or through observations in connection with visits or demonstrations, or in any other way in connection with the parties' agreement or the Products. 8.2 Clause 8.1 does not include information which the Recipient can demonstrate (i) was generally known at the time of disclosure or subsequently became generally known otherwise than through a breach of this Agreement by either party or their employees, (ii) at the time of disclosure already was lawfully known by the recipient, (iii) was lawfully obtained by the recipient from a third party, without any restriction on disclosure or use, or (iv) must be disclosed as a result of conditions imposed by applicable law or by order of a court or authority.
- 8.3 The parties undertake not to, directly or indirectly, use or make available information that is protected according to clause 8.1 for any purpose other than the fulfillment of the agreement and to store such protected information so that unauthorized persons cannot gain access to it. The parties are responsible for ensuring that confidentiality is observed by persons engaged by each party in connection with the agreement.
- 8.4 When the agreement and the cooperation of the parties ceases to apply, the party shall, upon request, immediately hand over to the other party all property belonging to the party in its possession, together with all documentation that is protected according to section 8.

9 Other

- 9.1 A party is not entitled to transfer rights and obligations under the agreement to a third party without the other party's written consent, with the exception that the Seller may transfer its right to payment from the Customer to a third party without the Customer's approval.
- 9.2 Each party has the right to terminate the agreement and associated orders with immediate effect if the other party enters into liquidation during the term of the agreement, is declared bankrupt, begins composition negotiations or reconstruction, suspends payments or can on probable grounds be considered to be in such a state of insolvency that it can not be expected to fulfill its contractual obligations.

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10 Applicable law and dispute resolution

10.1 Swedish law (without application of its provisions on choice of law) shall be applied to these general terms and conditions as well as quotations, orders, confirmations and other parts of the parties' agreements.

10.2 Disputes due to these general conditions or the parties' agreement in general shall primarily be resolved through negotiation or mediation. Alternatively, the dispute must be settled by a general court.

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