



APPENDIX 9.3

HEDSON TECHNOLOGIES AB
GENERAL SALES TERMS AND CONDITIONS

2016

1 GENERAL SALES TERMS AND CONDITIONS

- 1.1 Hedson and the Purchaser have entered into a Distribution Agreement (the "Agreement") regarding the distribution of Hedson's Products (as defined below).
- 1.2 Unless otherwise agreed in writing between the Purchaser and Hedson, these general sales terms and conditions in respect of sales of Hedson's current and future range of products and equipment together with accessories (the "Products") (hereinafter referred to as "Products") shall apply to all purchases and deliveries of Products to the Purchaser. The Purchaser and Hedson are hereinafter jointly referred to as the "Parties".
- 1.3 A binding agreement concerning the purchase of Products shall be deemed to have been entered into when the following conditions are fulfilled. The Purchaser shall provide Hedson with a written Purchase Order (see the definition below) in respect of each purchase. The Purchase Order must state all relevant information which Hedson requires in order to deliver the Products. An agreement concerning the sale and purchase of the Products shall be deemed to have been entered into when Hedson accepted the Purchase Order.
- 1.4 The Parties' agreement concerning purchases of the Products shall consist of the Purchase Order (see definition below), these general sales terms and conditions, the Agreement and other documentation and instruments agreed between the Parties in each individual case (hereinafter referred to as the "Contract Documents" or "Contract").

2 SCOPE

- 2.1 Hedson undertakes to deliver and the Purchaser undertakes to accept the Products subject to the terms and conditions of this Agreement.

- 2.2 Each order (hereinafter referred to as "Purchase Order") from the Purchaser shall be submitted to Hedson in the form of a purchase order stating (a) a clear identification of each ordered Product, (b) the quantity and price for each such Product, (c) delivery instructions, and (d) requested date of delivery.
- 2.3 No order shall be binding until Hedson has confirmed the order, which shall take place within five (5) days from receipt thereof. Each such contract of sale shall be subject to the terms and conditions of Contract Documents.
- 2.4 The Purchaser shall on a monthly basis furnish Hedson with a written calculation (hereinafter referred to as a "Forecast") stating the quantity of products which the Purchaser intends to acquire during a period of time agreed by the Parties. The Forecast shall comprise purchase for the following three months broken down by Product.

3 PRICES, ETC.

- 3.1 If no price has been agreed, Hedson's current list price at the time of the conclusion of the Purchase Order shall apply. In the absence of such a current list price, the price generally charged for such goods at the time of the conclusion of the Purchase Order.
- 3.2 Unless otherwise agreed in writing, the price does not include VAT, and is not subject to price adjustment.

4 PAYMENT

- 4.1 The Purchaser shall make payment not later than thirty (30) days after the invoice date. Hedson shall be entitled to amend the applicable payment terms and conditions with immediate effect where the Purchaser fails to make timely payment. Hedson shall also be entitled not

to perform deliveries pursuant to the Agreement. In the event of payment after the due date, penalty interest on arrears shall be payable at a reasonable rate adjusted to the conditions applicable on the factoring market.

- 4.2 Hedson shall invoice the Purchaser in the currency of the country to which delivery of the Products takes place.
- 4.3 In the event of a breach or default by the Purchaser of its obligations to pay for the Products purchased pursuant to this Agreement, Hedson shall have the right to suspend shipment of Products (including stoppage in transit) during any continuation of such breach or default in addition to any other rights or remedies available to it at law or in equity. Such suspension of shipment shall not constitute a breach by Hedson of its obligations hereunder.
- 4.4 In the event that the Purchaser at any time should fail to make payment in full on the due date, Hedson shall be entitled to claim interest on the sum overdue until payment is made at the rate of eight (8) per cent per month on all outstanding amounts until full payment has been received.

5 DELIVERIES

- 5.1 Hedson undertakes to deliver Products ordered by the Purchaser not later than the date specified in the Purchase Order (hereinafter referred to as the "Delivery Date").
- 5.2 Unless otherwise specifically agreed, the Purchaser shall order Products to be delivered Ex Works (Orgalime S2012/NL09, Incoterms 2010) Hedson's ware-house or sales establishment in the locality specified in the Agreement, packaged and marked in accordance with the Purchaser's specifications.
- 5.3 In the event Hedson fails to deliver Products ordered by the Purchaser by the Delivery Date, the Purchaser shall be entitled to liquidated damages from

Hedson unless, taking into account the circumstances of each individual case, it may reasonably be assumed that the delay was attributable to the Purchaser and the Purchaser submitted a demand for liquidated damages immediately upon becoming aware of the delay.

- 5.4 Liquidated damages pursuant to section 5.3 above shall, as per commenced week of delay, amount to 0,5 per cent of the part of the total order value which relates to the Products ordered which are covered by Hedson's delay (the "Order Value"). Hedson's responsibility to pay liquidated damages shall in no event exceed an amount corresponding to 2,5 per cent of the Order Value.
- 5.5 In the event Hedson fails to deliver Products ordered by the Purchaser within 60 working days after the Delivery Date, the Purchaser shall be entitled to rescind the purchase in respect of the Products ordered which are covered by the delay at that time.
- 5.6 The remedies under this Section 5 are exclusive for other remedy for delay in delivery or non-delivery.

6 TITLE

- 6.1 Hedson shall retain title to the Products until full payment, including freight charges and taxes, has been made. In the event the Purchaser cannot pay any due and payable amount, Hedson shall be entitled, to the extent permitted by applicable legislation, to repossess the Products at any time, subject to at least ten (10) days' written notice.

7 NON-CONFORMITY OF PRODUCTS

- 7.1 The Purchaser shall conduct, at its own expense, arrival inspection of the Products. The period for conducting such test shall conclude ten (10) days after receipt of each Product at the Purchaser's premises and all Products shall be deemed accepted unless detailed written notice of acceptance test

failure is given to Hedson within such ten (10) days period.

- 7.2 Products will be deemed to conform to the Contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties.
- 7.3 Hedson's sole obligation under the Contract shall be repair or replacement of the defective part at no charge to Purchaser. The Purchaser shall promptly, but in no case more than thirty (30) days from the date the Purchaser noticed or should have noticed the defect, notify Hedson of any defects and provide a description of the defect.
- 7.4 Hedson does not warrant and takes no responsibility for that the Products are suitable for any other purposes than as provided for in this Agreement. The Purchaser has the sole responsibility for the Products in relation to any customer of the Purchaser.
- 7.5 Hedson takes no responsibility for any direct or indirect losses and liabilities for personal injury and property damage caused by Products supplied pursuant to this Agreement, whether occurring in the premises of the Purchaser or elsewhere.
- 7.6 Hedson is liable only for defects, which appear under normal operating conditions, and under proper use of the Products. Hedson's liability does not cover defects, including but not limited to, which are caused by faulty daily supervision or care, faulty maintenance, incorrect assembly or installation or faulty repair by the Purchaser. Further, Hedson's liability does not cover normal wear and tear or deterioration.
- 7.7 The remedies under this Section 7 are exclusive for other remedy for non-conformity.

8 PRODUCT- AND GENERAL LIABILITY

- 8.1 As between the Parties, Hedson shall only be liable for any product liability loss where it can be proven that such loss is due to any act or omission of Hedson. However, under no circumstances shall Hedson be liable for operational disruptions, loss of earnings or other indirect losses. In the event Hedson is not liable pursuant to the first sentence, the Purchaser shall hold Hedson harmless in the event of any third party claims for compensation. The Purchaser shall, to the extent possible, regulate its liability for product liability loss in an agreement with its end customers.
- 8.2 At all times during and after the term of the Agreement, the Purchaser shall maintain valid and sufficient product liability insurance providing adequate compensation or reimbursement for damages, including, but not limited to, costs and expenses associated with investigation, negotiation and defence of any product liability claims.
- 8.3 The Purchaser shall not incorporate any Product in any other product or perform any modification to the Products.
- 8.4 In no event shall Hedson's liability of any kind include any special, incidental, indirect or consequential damages, or for any other loss or cost of similar type, even if Hedson shall have been advised of the possibility of such potential loss or damage.
- 8.5 Notwithstanding any other provision of this Agreement, the entire liability of Hedson for damages from any cause whatsoever and regardless of the form of action or the cause of action, whether in contract or in tort (including negligence), and whether in the nature of a fundamental breach or a breach of a fundamental term, shall not exceed the amount payable to Hedson by the Purchaser hereunder to the date that the action arose.
- 8.6 Each Party shall give the other Party prompt notice of any claims demands or lawsuits which may give rise to a liability

claim. The Parties shall co-operate with each other in the defence against such claims, demand or lawsuits.

9 TERMINATION FOR CONVENIENCE

9.1 Without limiting any rights which Hedson may have for reason of any default by the Purchaser under the Contract. Hedson reserves the right to terminate the Contract in whole or in part at its convenience by written notice. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that Hedson may have against the Purchaser.

10 GOVERNING LAW AND JURISDICTION

10.1 Unless otherwise agreed the Contract shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.

10.2 Unless otherwise agreed in writing, all disputes arising in connection with the present Contract shall be finally settled by the competent court of the Kingdom of Sweden.