

## GENERAL TERMS AND CONDITIONS OF SALE

### 1 Applicability

These general terms and conditions shall apply to all sales and deliveries of products made by any company within the Dometic Group ("Dometic") under the terms of an agreement which refers to these terms and conditions (the "Agreement"). The products that shall be sold and delivered by Dometic under the Agreement shall hereinafter be referred to as the "Products". These terms and conditions shall supersede any other or different terms and conditions of the purchaser or any third party, regardless of whether the purchaser has included such other terms and conditions in orders or otherwise. In the event of any inconsistency between the Agreement and these terms, the Agreement shall prevail.

### 2 Binding Offer and Order

Any offer shall be binding upon Dometic for forty-eight (48) hours from the time that the offer is given by Dometic in writing, unless otherwise stated by Dometic in writing. No order by the purchaser shall be binding upon Dometic unless accepted in writing by Dometic.

### 3 Delivery

The Products shall be delivered in accordance with INCOTERMS 2020.

All applicable taxes, freight charges, charges, custom or import duties relating to the delivery of the Products in the country of destination shall be paid by the purchaser:

Up to 5.000 SEK order value: 150 SEK  
Above 5.000 SEK order value: 3% of the order value

The following charges will apply additionally:

Direct delivery to private residences: 200 SEK  
Delivery to 3<sup>rd</sup> party B2B address: 200 SEK  
Dangerous goods fee for refrigerant deliveries: 300 SEK

For orders to be delivered directly from factory the charge will be 14% of the order value.

Dometic shall have the right to alter delivery dates and quantities within the framework of the Agreement by giving the purchaser a prior written notice thereof.

In case of a call off deliveries, any call-off shall be made within reasonable time before the desired delivery date in order for Dometic to organize its production. A call-off shall not be binding upon Dometic unless accepted by Dometic in writing.

If the purchaser has not taken delivery of the entire agreed quantity of the Products at the agreed time, Dometic shall be entitled, at its sole option, (i) to require the purchaser to immediately take delivery of and duly pay for any remaining quantity of the Products under the Agreement or the purchase order concerned; or (ii) to cancel the purchase order in question and/or to terminate the Agreement as regards such remaining quantity and claim compensation for all, direct and indirect, losses, damages and expenses incurred by Dometic as a result of such cancellation or termination.

If there is a reason to believe that a delivery may be delayed, Dometic shall immediately notify the purchaser. However, Dometic shall not be liable for any, direct or indirect, losses, damages or expenses to the purchaser arising from delays or failures of Dometic to fulfill orders.

Dometic shall at any time be entitled to withhold deliveries with immediate effect if Dometic has a legitimate reason to question the purchaser's ability to pay for the deliveries, unless the purchaser on Dometic's request pays the full amount for the delivery in advance.

### 4 Product Availability

Dometic may at any time discontinue the manufacture and sale of any Product by giving the purchaser three (3) months' prior written notice thereof. The purchaser shall have the right to place order(s) for such discontinued Products during a period of three (3) months of the said notice by Dometic.

### 5 Prices and Payment

Dometic shall have the right to adjust the prices and/or applicable discounts, if any, at any time by giving the purchaser five (5) business days' written notice. The prices and discounts for orders placed after such notice shall be deemed to be changed accordingly.

Payments to Dometic for the Products shall be made within thirty (30) days from the invoice date. Dometic may issue the invoice as per the date of loading of the Products for transport to the purchaser.

In case of delay with payments to Dometic hereunder or under the Agreement, the purchaser shall pay interest on the unpaid amount at a rate corresponding to the reference rate under the applicable law plus eight (8) percent per annum. In addition, Dometic shall, by giving the purchaser prior written notice, have the right to, until full payment has been received by Dometic, suspend deliveries of the Products to the purchaser without incurring any liability for any delay or non-performance hereunder or under the Agreement.

If the purchaser is in delay with payment of any amount to Dometic for a period exceeding thirty (30) days of the due date, Dometic shall be entitled to terminate the Agreement with immediate effect by giving the purchaser a prior written notice of termination and to claim compensation for the losses Dometic has incurred.

The purchaser shall not be allowed to set off any claims it may have on Dometic with claims that Dometic has on the purchaser and/or to suspend its payment obligations.

### 6 Retention of title

The Products shall remain the property of Dometic until full payment therefor has been received by Dometic.

### 7 Warranty and Liability

Dometic warrants that all Products supplied under the Agreement:

- a) shall comply with the agreed specifications;
- b) shall be free from any defects in material, workmanship and design (to the extent provided by Dometic);
- c) shall be adequately packaged and labelled in compliance with applicable laws and regulations; and
- d) shall comply with applicable laws and regulations in the countries where the Products are manufactured.

The warranty shall be valid for a period of twenty four (24) months from the delivery of the Product to the purchaser, unless otherwise agreed.

The purchaser shall carefully examine the Products immediately upon delivery and without delay report to Dometic in writing of any shortage or defects in the Products. Any notice of any claim shall, in order to be valid, state the alleged shortage or defects as well as the delivery date of the Products and be sent to Dometic prior to the Products or any part thereof are used, put into production or connected to another item. Dometic shall be entitled to investigate any delivery with an alleged shortage or the Products with an alleged defect. Upon Dometic's request, the purchaser shall send a sample of the defective Product or a part thereof to Dometic for inspection. If there is a defect in the Product, then Dometic shall send the parts necessary for replacement of the defective Product, or parts thereof, to the purchaser at Dometic's costs, unless the defect has been caused by (i) inaccurate installation, assembly, mounting, maintenance, use, repair or refinement of the Products by the purchaser or third parties; or (ii) use of spare parts other than original parts as provided by Dometic in connection with the assembly, mounting, maintenance, repair or otherwise; or (iii) defects arising from or related to materials provided by, or design instructions or working methods stipulated or specified by the purchaser or any third party; or (iv) by normal wear and tear, in which cases the purchaser or third party, as the case may be, shall bear all costs involved.

Should the quantity of delivered Products deviate negatively from the agreed quantity, Dometic shall, at its cost, either deliver new Products or refund a portion of the purchase price received corresponding to the shortage concerned.

## 8 Product liability

Dometic shall not be liable towards the purchaser and/or any third party if damage to property, death or personal injury is caused by the Product (product liability damage) after the Product has been delivered under these terms and conditions, the Agreement or any orders given thereunder, unless there is a safety defect in the Products or such injury or damage has been caused by gross negligence or willful misconduct by Dometic.

## 9 Limitation of liability

Dometic shall have no liability in relation to the Products, except as specified in these terms and conditions or in the Agreement.

Notwithstanding any provisions herein, in the Agreement, orders or applicable laws, Dometic shall not under any circumstances be liable hereunder, the Agreement or any orders for any defects, delays or otherwise, whether in contract, tort (including for negligence or breach of statutory duty) for (i) any indirect, incidental or consequential costs, losses or damages, including, without limitation to, loss of profit, loss of revenue, loss of production, loss of goodwill, loss of data or pure economic loss; and (ii) Dometic's total liability shall be limited to an amount of the purchase price received by Dometic during a twelve (12) month period preceding the claim.

The said limitations of liability shall not apply in case of gross negligence or willful misconduct by Dometic.

## 10 Early Termination

Without prejudice to any remedy a party may have against the other for breach or non-performance of the Agreement, and in addition to a party's right to terminate the Agreement

set forth elsewhere herein or in the Agreement, either party shall have the right to immediately terminate the Agreement by giving the other party a written notice thereof by registered letter if the other party commits a material breach of any provisions hereof or of the Agreement and fails to remedy such breach (if the breach is remediable) within thirty (30) days after a written notice thereof from the non-breaching party. Further, Dometic shall have the right to immediately terminate the Agreement if the purchaser enters into liquidation, either voluntary or compulsory, becomes insolvent, bankruptcy proceedings are initiated against it, a receiver of its assets is appointed, or if a general assignment for the benefit of its creditors is made or if a competitor of Dometic gains control over the purchaser. The purchaser shall promptly notify Dometic thereof.

## 11 Intellectual property rights

Any and all intellectual property rights, including but not limited to, patents, domain names, copyrights, design rights, trademarks and other intellectual property rights and know-how, including discoveries, inventions, technical information, procedures, manufacturing or other processes and software, which Dometic holds prior to the signing of the Agreement or accruing with Dometic in the course of the term of the Agreement or any time thereafter, with respect to the Products as well as catalogues, pictures, drawings, specifications or other documents provided to the purchaser by Dometic as well as models, stamps, tools and other ancillary material used by Dometic in carrying out the Agreement (the "Intellectual Property Rights") shall remain the sole property of Dometic at all times.

The purchaser shall not acquire any rights to any Intellectual Property Rights of Dometic. All such rights shall remain the property of Dometic and nothing in these terms and conditions or in the Agreement shall be construed to: (a) transfer any Intellectual Property Rights of Dometic to the purchaser; or (b) create a licence to use any Intellectual Property Rights of Dometic by the purchaser or any third party; or (c) form a partnership, joint venture or other entity with the purchaser.

Dometic assumes no liability, whether express or implied, for the Product's infringement upon present or future patents or other intellectual property rights of any third party.

## 12 Confidentiality

The purchaser shall keep confidential and not disclose any Confidential Information to anyone other than its employees who have a legitimate need to know the Confidential Information in connection with the Agreement and /or orders unless: (a) it obtains the prior written consent of Dometic; or (b) such disclosure is required by applicable laws or regulations, provided however that the purchaser shall promptly notify Dometic thereof so that Dometic may, if it so elects, seek a protective order or other appropriate relief. Under the circumstances described in clause (b), the purchaser shall, at Dometic's expense, if requested by Dometic, reasonably cooperate with and assist Dometic in obtaining relief and in limiting any required disclosures.

The term "Confidential Information" shall mean all non-public and proprietary technological, business, marketing, financial and other information related to Dometic and/or its affiliates, whether communicated in writing, verbally, visually or by electronic means, and whether disclosed prior to or after the execution of the Agreement.

The Confidential Information shall not include information that, as proven by the purchaser, (a) is in, or has come into, the public domain through no fault of the purchaser; or (b) was lawfully disclosed to the purchaser by a third party not

bound by a duty of confidentiality; or (c) was independently developed by the purchaser not in breach of the Agreement or of these terms and conditions.

The purchaser shall only utilize the Confidential Information for the purpose of fulfilling its obligations under these terms and conditions, the Agreement or orders and under no circumstances for its own, direct or indirect, benefit or for benefit of any third party. All rights in and to any Confidential Information shall remain the property of Dometic and nothing in these terms and conditions or in the Agreement shall be construed to create a license to use any Confidential Information by the purchaser or any third party, except as expressly provided elsewhere herein or in the Agreement.

As soon as reasonably practicable following a written notice from Dometic, the purchaser shall (a) return the Confidential Information to Dometic; or (b) destroy the Confidential Information and send a written confirmation of such destruction to Dometic.

If the purchaser breaches the confidentiality obligation as set forth herein or in the Agreement, Dometic may seek legal remedies available under applicable laws, including, without limitation, specific performance or other injunctive relief, without the need to provide any security or prove damages.

The confidentiality obligation shall be valid for a period of five (5) years from the date any Confidential Information is disclosed hereunder or under the Agreement, provided that the obligations for any trade secrets shall survive until their expiration.

### **13 Force Majeure**

A Force Majeure Event shall mean an event, or a series of related events, that are outside the reasonable control of a party (including but not limited to natural disasters, pandemic, industrial disputes, seizure, embargo, explosions, fires, floods, riots, terrorist attacks and wars).

If a Force Majeure Event causes a failure or delay in either party's performance of its obligations under the Agreement, such obligations shall be suspended for the duration of the Force Majeure Event.

A party who is affected by a Force Majeure Event which causes, or which is likely to cause, a failure or delay in performing such party's obligations under the Agreement, shall immediately notify the other party of the said event and of the period for which it is estimated that such failure or delay shall continue. Both parties shall take reasonable steps to mitigate the effects of the Force Majeure Event. Should a suspension period caused by a Force Majeure Event last more than three (3) months, either party shall have the right to terminate the Agreement with immediate effect by giving a prior written notice thereof to the other party.

### **14 Assignment**

The purchaser shall not have any right to subcontract, transfer or assign any rights or obligations under the Agreement, in whole or in part, to any third party, without the prior written consent of Dometic.

### **15 Amendments**

No amendments of the terms and conditions hereof or of the Agreement (including any appendices) shall be valid unless made in writing and signed by duly authorized representatives of the parties.

### **16 Governing Law and Dispute Settlement**

Unless otherwise agreed, the Agreement, orders and these terms and conditions shall be governed by the laws of Sweden, excluding its choice of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the regulations regarding defects and remedies set out in the Swedish Sales of Goods Act (1990:931) shall not apply.

Any disputes arising therefrom shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce by three arbitrators. The arbitration proceedings shall take place in Stockholm, Sweden, and shall be conducted in the English language. Dometic shall also be entitled to submit any dispute to a competent court of law having jurisdiction over the purchaser.

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