

## GENERAL TERMS AND CONDITIONS OF SALE

*Unless otherwise agreed in writing, these terms and conditions exclusively govern all sales of products ("Products") by J2 Sourcing AB (the "Seller").*

### A. Prices and payment terms

Prices and payment terms for Products are as set forth in the order confirmation issued by the Seller or the written agreement entered into between the Seller and the buyer (the "Contract"). Prices are exclusive of VAT, and the buyer shall pay, all taxes, duty, freight charges and all other similar fees, such as forwarding agent's and broker's fees, consular fees, document fees and import duties (if any). The buyer agrees to indemnify and hold the Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

All payments shall be made on delivery in accordance with the terms specified in the Contract. If payment is not made within due time, penal interest will be charged pursuant to the Swedish Interest Act. The buyer shall be liable for costs of collection, including reasonable attorneys' fees and court costs, in any action to collect past due amounts.

### B. Delivery

All shipments of Products shall be Free Carrier (Incoterms 2020) the Seller's facility in Malmö, Sweden, unless otherwise specified in the Contract. Risk of loss and damage shall pass to the buyer upon delivery of Products at the Seller's facility.

Delivery dates quoted by the Seller are estimates only and may be subject to various delays, whether or not in the control of the Seller. Transportation and insurance shall be at the buyer's sole risk and expense.

### C. The Products

The Seller guarantees that the Products are fit for the purposes for which goods of the same description would ordinarily be used. The buyer is not entitled to rely on any implied representation or warranty, nor any guarantee not stated in the Contract or these Terms and conditions with respect to the Products. Consequently, the Seller shall not be liable under the rules of lack of conformity in the Swedish Sale of Goods Act.

### D. Complaints

The buyer must examine the Products, or cause them to be examined, within as short a period as is practicable in the circumstances. The buyer loses the right to rely on a lack of conformity of the Products if the buyer does not give notice to the Seller specifying the nature of the lack of conformity within thirty (30) days from the delivery, unless this time-limit is inconsistent with a period of guarantee stated in the Contract (in which case the buyer

loses the right to rely on a lack of conformity if the buyer does not give the Seller notice within the period of guarantee specified in the Contract).

Discrepancies in shipment quantity shall be notified to the Seller no later than seven (7) days after the delivery, and the buyer loses the right to rely on a lack of quantity unless such notice is given within the set period of time.

Any Product returns shall be subject to compliance with Seller's Return Material Authorization policies and procedures, which are available upon request.

### E. Limitations of liability

The buyer acknowledges that any delay in delivery shall not give rise to any liability whatsoever on the part of the Seller, including for loss of use or indirect or consequential damages.

The Seller's liability for damages shall not include indirect or consequential damages and shall in no event exceed the price of the Products to which the claim applies.

### F. Documentation

All information concerning weight, dimensions, capacity, price, technical or other data in catalogues, brochures, circulars, advertisements, illustrations and price lists are approximate. Such information is binding only when expressly referenced in the Contract.

### G. Data protection

The buyer acknowledges and agrees to the Seller's processing of personal data in accordance with the Seller's privacy policy, available at the Seller's webpage ([www.j2sourcing.com](http://www.j2sourcing.com)).

### H. Choice of law and dispute resolution

The Contract and these terms and conditions shall be governed by Swedish law with the exception of its international sales law (SFS 1987:822).

Any dispute, controversy or claim arising out of or in connection with the Contract or these terms and conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration 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 or three arbitrators.

The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.