

# Sievert General Terms and Conditions of Purchasing

Version 4.1 2021

## § 1 Scope

(1) The following General Terms and Conditions of Purchasing apply for all Orders/Purchase Orders of SIEVERT AB (hereinafter referred to as SIEVERT) and their registered subsidiaries. Supplier's contradictory or deviating terms shall not be recognized unless SIEVERT expressly agrees to their applicability.

## § 2 Offer and Conclusion of the Contract

(1) Unless otherwise expressly agreed, the Supplier is bound by quotes vis-a-vis SIEVERT. This also includes samples, drawings, depictions, descriptions, including performance data, dimensions, weights, etc. submitted.

(2) Orders from SIEVERT, as well as their amendment or augmentation, shall only be legally binding when they have ensued in written form. A contract with SIEVERT shall only come into existence with receipt of written order confirmation. Confirmation by the Supplier must ensue immediately, at the latest, however, to be received by SIEVERT within 4 calendar days of receipt of the order. Order confirmation which is received late, or which deviates from the order, shall be invalid.

(3) If the Supplier fails to confirm orders from SIEVERT in writing within five calendar days of receipt by SIEVERT, SIEVERT shall no longer be bound by the order.

(4) Quotes, tenders and samples of the Supplier shall remain free of charge for SIEVERT.

## § 3 Prices, Passing of Risk, Shipping

The agreed prices are fixed prices without VAT. Passing of risk as per agreed upon delivery terms and their specification in INCOTERMS 2020.

## § 4 Delivery, Delivery Dates, Delayed Delivery

(1) The Supplier must inform SIEVERT immediately of all circumstances leading to a delay in the date of delivery.

(2) Following fruitless expiry of an appropriate period of grace, SIEVERT shall be entitled to withdraw from the contract and demand compensation in accordance with the statutory stipulations.

(3) In the case of deliveries involving hazardous goods, the Supplier shall be obliged to comply with the European Hazardous Goods Regulation as well as all other national and European regulations and laws.

## § 5 Incoming Goods, Examination of Goods, Notification of Defects

(1) Delivery notes must contain our order number, order item, article number, designation of the goods and the customs tariff number. If these details are missing, SIEVERT shall be entitled to return the goods to the supplier, freight forward.

(2) SIEVERT's obligation to examine the goods on receipt shall not apply when the parties have agreed an individual inspection plan for the quality of the goods immediately prior to or at the point of shipping. The Supplier is obliged, at the request of SIEVERT, to conclude a Quality Assurance Agreement (QAA) with SIEVERT.

(3) SIEVERT is entitled to assert timely notice of defects within a period of up to 2 months from receipt of the goods or, in the case of concealed faults, from discovery of the fault.

## **§ 6 Quality**

(1) All products supplied by the Supplier must comply with the statutory or official safety regulations, or those contractually agreed, as well as those applying at the place of use.

(2) Furthermore, the products delivered or services supplied by the Supplier must comply with the quality standards and technical specifications agreed with SIEVERT, including all addendums and cross-references contained therein. The required documentation is an essential component of the shipment and must comply with the statutory stipulations and those applying for the trade/branch.

(3) To the extent that the delivered products are governed by the REACH regulation, the Supplier agrees to register in accordance with the specifications of the regulation, and/or meet the other obligations. Even now, he indemnifies SIEVERT from demands and claims of third parties resulting from non-observance of the stipulations of the regulation. Furthermore, the Supplier guarantees that none of his products contain hazardous substances pursuant to the currently-valid ECHA list of candidates (SVHC substances).

## **§ 7 Supply of Spare Parts**

The Supplier guarantees to supply spare parts for the products purchased by SIEVERT for the period of 10 years from the last delivery.

## **§ 8 Warranty, Compensation and Product Liability**

(1) With regard to the owed quality of the goods to be delivered, it is agreed that all delivered items and all services rendered shall be in compliance with the latest state of the art, the relevant statutory stipulations and the regulations and guidelines of government agencies and professional associations, as well as the latest version of the standards. Deviation from this agreement constitutes a fault. If the Supplier delivers a different item, or the quality is inadequate, this shall be considered a fault. The Supplier guarantees that he possesses the necessary professional expertise, ability, resources, knowledge and capacity to undertake and fulfil the obligations which follow from the Agreement. The Supplier also guarantees that the Products are of a sound professional and qualitative standard and that they conform to all applicable

laws and regulations and are in every respect ready to be used for their intended purpose. The Vendor's warranty does not apply to faults caused by normal use and wear

(2) If the delivered goods are faulty, SIEVERT is entitled, at its own discretion, to demand supplementary performance, a price reduction or compensation or to withdraw from the contract in accordance with the statutory stipulations. SIEVERT can demand the refund of substitute performance costs for the repair of faulty goods from the Supplier, provided they do not exceed 30% of the value of the ordered goods and immediate supplementary performance is not offered by the Supplier within 3 days of notification of the fault. If the supplementary performance does not then ensue immediately, or is unsuccessful, SIEVERT can charge the Supplier for all necessary and appropriate substitute performance costs. Place of performance shall be the intended location of the goods, in the case of purchase of trading goods, however, as specified by SIEVERT, either at the location of the end customer or at SIEVERT warehouse.

### **§ 9 Payment, Invoicing**

(1) A single copy of the invoices is to be sent immediately to the billing address specified in the respective order form, at the latest, however, within 10 days of delivery or complete performance according to the contract, quoting all order data.

(2) Unless otherwise agreed in writing, invoices shall be payable within 20 days less 3% cash discount or within 60 days net.

(3) The interval for payment of the invoices shall only commence after complete and flawless delivery and performance, and receipt of the invoice. Where, in addition to the actual delivery or performance, the Supplier must provide acceptance documents, material certificates or other documents, invoices shall only become due for payment upon complete receipt of these documents by SIEVERT. With regard to labor or services to be provided by the Supplier, the invoices shall only become due once the respective work has been accepted in writing by SIEVERT.

(4) Under no circumstances will payments constitute the acknowledgement of proper delivery or performance or a waiver of notice of.

### **§ 10 Industrial Property Rights**

The Supplier issues an assurance that no third party rights are infringed with his delivery/performance. If, however, third party rights are infringed, the Supplier shall be obligated to indemnify SIEVERT from all liability. This indemnification obligation shall also extend to all expenses deemed necessary by SIEVERT, accruing to SIEVERT in connection with the asserting of claims against SIEVERT by third parties.

### **§ 11 Ownership, Copyright, Confidentiality**

(1) All documents, material, items, etc. provided by SIEVERT for the execution of the order, and which must be duly insured by the Supplier, shall remain the property of SIEVERT; they may only be made

accessible to third parties with the prior written consent of SIEVERT and are to be returned immediately to SIEVERT on request, precluding all retention rights. They must be returned to SIEVERT, unbidden, at the time of delivery at the latest.

(2) The Supplier undertakes to maintain strictest confidentiality regarding all information, including know-how, of which he becomes aware in the context of the cooperation with SIEVERT. In the event of an infringement of the obligation to maintain confidentiality by the Supplier, SIEVERT shall be entitled to charge a penalty of EUR 50,000 for each individual case of infringement.

(3) If SIEVERT's property is processed to a new moveable item, SIEVERT shall acquire co-ownership of the new moveable item. The co-ownership shall be based on the ratio of the value of the processing to the value of the goods provided.

#### **§ 12 Data Protection, GDPR**

SIEVERT is entitled to store the Supplier's business details in the ordinary course of commercial business.

#### **§ 13 Certificate of Origin, EC Declaration of Conformity, Supplier Code of Conduct**

The Supplier must furnish proof of the origin of the goods by means of a certificate of origin; if the supplier does not comply with this obligation, he shall be liable for any resulting loss or damage incurred by SIEVERT. The Supplier is required to sign and adhere to Sieverts Supplier Code of Conduct.

#### **§ 14 Place of Performance, Court of Jurisdiction, Applicable Law**

The Agreement shall be interpreted and implemented in accordance with Swedish law. Any dispute arising from the Agreement shall be settled by arbitration in Stockholm, according to the rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

#### **§ 15 Severability Clause**

Should individual provisions of these Terms and Conditions of Purchasing be or become invalid or legally void, the remaining provisions shall not be affected. The parties undertake to replace the invalid provisions with an arrangement which comes as close as possible to their economic intent.