

Terms of Conditions

| 1 – General. In these Terms and Conditions, the following terms shall have the following meanings: “*Alemtek*” refers to Alemtek AB, or any affiliated or associated company as the case may be, “*Customer*” refers to any person purchasing a Product, “*Contract*” refers to any binding purchase contract for Products, these Terms and Conditions and any other written terms and conditions integrated by reference, the term “*Product*” or “*Products*” refer to any product or products (including Standard Products, Customized Products, spare parts and consumables) that Alemtek has agreed to supply under a Contract, “*Standard Product*” or “*Standard Products*” refer to off-the-shelf Products that are among Alemtek’s standard range of Products and the term “*Customized Product*” or “*Customized Products*” refer to products that are modified, designed or built according to Customer’s individual or personal specifications/requirements.

These Terms and Conditions shall govern any offers (and Customer’s orders), sales and deliveries of the Products by Alemtek and constitutes the sole and entire agreement between Alemtek and Customer with respect to the subject matter hereof. Conditions deviating from the Contract shall not be deemed valid unless Alemtek have confirmed them expressly in writing. Contracts for Customized Products will only be binding on Alemtek upon Customer’s written acceptance of sample and/or technical specification and the quotation in respect of such product. Upon Customer’s acceptance, Alemtek will send an order confirmation to Customer. Orders for Standard Products must be confirmed in writing by Alemtek and will be binding upon such confirmation.

If the period of validity of an offer/quotation made by Alemtek has not been specifically mentioned, this period shall be ten (10) calendar days from the date of issue.

| 2 – Products, deliveries etc. Delivery or shipping dates are approximate only and merely represent Alemtek’s best estimate of the time required to make delivery or shipment. Alemtek will not be liable for any loss or expense (direct, incidental, indirect, economic, consequential or otherwise) incurred by Customer or any third party as a result of any delay in delivery.

Except as otherwise expressly stated herein, all deliveries hereunder will be EXW (Ex Works), Alemtek’s premises in Nybro, Sweden (INCOTERMS 2020) (or such other place designated by Alemtek) and will be packed in Alemtek’s standard commercial shipping packages. In the event Alemtek assists Customer in arranging loading, transportation and insurance, title and risk of loss or damage will pass to Customer upon Alemtek’s delivery of the Products to the carrier for shipment to Customer. Customer shall reimburse Alemtek for any and all costs for transportation, insurance and, in respect of the period after the date Alemtek is prepared to make delivery, storage incurred by Alemtek.

When delivering goods on full- / half- / special-pallets, Alemtek charges a fixed fee per pallet type, unless otherwise agreed.

Customer may only reschedule an order with Alemtek’s written consent, which may be granted or withheld in Alemtek’s sole and absolute discretion. A reschedule should not extend further than an additional thirty (30) calendar days from original delivery date requested. Reschedules may be subject to a ten (10) per cent penalty, as determined by Alemtek, based on total amount of the order or portion of the order rescheduled. Contracts for Products may not be cancelled without Alemtek’s prior written consent.

| 3 – Prices and Payment. The sale price(s) for Products are accepted as stated in the Contract. Customer acknowledges that the pricing of the Products and other terms of the Contract have been set based on an agreed allocation of the risk for any defective/delayed Products between the parties. Customer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

Any Contract and any deliveries hereunder shall at all times be subject to the approval by Alemtek of Customer’s financial condition. If the financial condition of Customer at any time becomes unsatisfactory to Alemtek in Alemtek’s sole discretion, or if Customer fails to make any payment when due, in addition to any other rights Alemtek may have, Alemtek may, even after a Contract has been concluded and notwithstanding anything hereafter, defer or decline to make any deliveries, refuse to grant or hold any credit or may condition any such delivery upon receipt of satisfactory security or cash payments in advance.

Except as otherwise expressly stated herein or agreed in writing, Alemtek shall invoice Customer prior to delivery on payment terms of cash in advance, except where open account credit is established and maintained to Alemtek satisfaction, in which case payment terms shall be net thirty (30) calendar days from date of invoice.

All payments shall be in the currency set out in the Contract. Customer shall make all payments without regard to whether Customer has made or may make any inspection or use of any Products. No discounts or setoffs shall be made by Customer against any invoices unless approved in advance by Alemtek. Any invoiced amount which is not paid when due may bear interest at the rate of one and one-half (1 1/2) per cent per month or the highest rate then permitted by Swedish law, whichever is less, until paid in full. Alemtek reserves the right to exercise any of its lawful remedies if Customer does not make payments when due. Customer shall promptly reimburse Alemtek for all costs and expenses, including attorneys’ fees, incurred by Alemtek in collecting sums due it.

Except as otherwise expressly stated herein, the prices do not include federal taxes, custom fees, state or local sales, use, goods and services, excise or other similar taxes applicable to any Product involved in the transaction. All such taxes shall be paid by Customer, unless Customer provides Alemtek with evidence satisfactory to Alemtek of exemption from such taxes. When Alemtek is required by law or regulation to collect such taxes, Customer agrees that Alemtek will add such taxes to the sale price of the Products.



Alemtek AB | Box 89 | SE-382 21 Nybro | Sweden

Tel: +46 (0)481 696 60 | E-mail: info@alemtek.com | www.alemtek.com

Alemtek shall have the right to repossess Products in the event Alemtek terminates a Contract as a result of Customer's breach. Customer hereby grants Alemtek a security interest in all Products and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of Alemtek's other remedies at law or in equity. Customer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as Alemtek may reasonably request in order to perfect Alemtek's security interest.

4 – Warranty and Liability. Except as otherwise stated in the Contract, Alemtek warrants to Customer that Products shall correspond to Alemtek's product specifications for each Product and be free of defects in materials and workmanship for a period of twelve (12) months from date of delivery to Customer ("*Warranty Period*"). Alemtek's warranty will not apply to any Product with respect to which there has been (i) improper assembly or storage, (ii) failure to provide a suitable operating environment, (iii) use of the Product in conflict with any instructions provided by Alemtek (for example via Alemtek's official website, <https://alemtek.com/technical/how-to-use/>) or for purposes other than that for which it was designed, (iv) failure to use and handle the Product in accordance with Alemtek's specifications and good industry practice, (v) modification of the Product or attachment or removal or alteration of any part of the Product without the prior written approval of Alemtek, (vi) unusual mechanical, physical or electrical stress, (vii) faulty repairs, (viii) use of unsuitable spare parts and consumables, (ix) mishandling during transportation of the Product; or (x) any other abuse, misuse, neglect or accident. The Products are subject to Alemtek's Compliance Statement for Chemical Restrictions including but not limited to REACH and RoHS (<https://alemtek.com/information>). Should a Product not conform with health, safety and environment protection laws and regulations, such non-compliance shall not be deemed as a defect and shall not incur any liability upon Alemtek.

Customer shall notify Alemtek in writing promptly (and in no case later than fourteen (14) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to Alemtek the opportunity to inspect such Product, if possible. The notice must be received by Alemtek during the Warranty Period for such Product. Within a reasonable time after receipt of Customer's notice and verification by Alemtek that the Product fails to meet the warranty set forth above, Alemtek shall correct such failure by, at Alemtek's option, either (i) modifying or repairing the Product or (ii) replacing the Product. Such modification, repair or replacement and return shipment of the Product with minimum insurance to Customer shall be at Alemtek's expense. If Alemtek is unable to modify, repair or replace a Product to conform to the warranty set forth above, then Alemtek shall, at Alemtek's option, either refund to Customer or credit to Customer's account the purchase price for the defect Product less depreciation calculated on a straight-line basis over Alemtek's stated Warranty Period. These remedies shall be Customer's exclusive remedies if Products are nonconforming/breach of warranty. In no event shall Alemtek be liable for any special, consequential, indirect or incidental damages. Customer is solely responsible for any and all representations and warranties regarding the Product made or authorized by Customer. Customer will indemnify Alemtek and hold Alemtek harmless from any liability, claims, loss, cost or expenses (including legal fees) attributable to Customer's or end-user's operations.

Due to product safety reasons, Alemtek has the right to decline Customer returns of any Product or any part thereof from delivered orders. In the event a Product or any part thereof infringes any intellectual property right of any third party, Alemtek shall, by its own election and at its own expense, either (i) procure for Customer the right to continue using such Product, or modify it so that it becomes non-infringing, or (ii) remove such Product, or part thereof, and grant Customer a credit thereon and accept its return. In the event of any third party claims, recalls, nor allegedly infringing Product, Alemtek shall not be obligated to settle or defend any suit or proceeding or be liable for any costs or damages. Alemtek's liability hereunder shall not exceed the purchase price paid by Customer for any third party claims, recalls, nor allegedly infringing Product. Alemtek shall have no liability in the event a Customized Product is designed or manufactured in accordance with Customer's instructions. Any aggregated liability for any loss or damage arising out of, connected with or resulting from cooperation with Alemtek, shall be limited to and in no case exceed five thousand (5000) Euro.

5 – Proprietary Rights. No license or rights, either express or implied, or by reason of estoppel, is granted with respect to any patent, patent application, know-how, technology, process, technical information, trademark, design, trade name or any other rights or property of Alemtek, including but not limited to any customizations or modifications of hardware made by Alemtek, including those based on Customer's (or end-customer's) ideas or specific requirements.

6 – Force Majeure. Any delay or failure of either party to perform its obligations shall be excused if such delay or failure is the result of an event or occurrence beyond the reasonable control of the party (including but not limited to pandemic, war, civil war, government restrictions, fire, embargoes, shortage, delay or interruption of communication or external networks or other circumstances of similar importance) and without its fault or negligence; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than ten (10) days thereafter). If such delay or failure to perform by a party lasts more than three (3) months, the other party may immediately terminate the Contract without liability.

7 – Miscellaneous. Any Contract shall be governed by the laws of Sweden. Any action or proceedings by Alemtek against the Customer may be brought by Alemtek in any court(-s) having jurisdiction over Customer or, at Alemtek's option, in the court(s) having jurisdiction over Alemtek's location, in which event Customer consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Customer against Alemtek may be brought by Customer only in the court(-s) having jurisdiction over the location of Alemtek.

If any term(-s) of a Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(-s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract shall remain in full force and effect.



Alemtek AB | Box 89 | SE-382 21 Nybro | Sweden

Tel: +46 (0)481 696 60 | E-mail: info@alemtek.com | www.alemtek.com

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| **8 – Company information.** Alemtek AB, corporate VAT number: SE556582647501, P.O. Box 89, SE-382 21 Nybro, SWEDEN.

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Alemtek AB | Box 89 | SE-382 21 Nybro | Sweden

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