

# General Terms of delivery of SICK AB

As of March 20, 2024

## **1 SCOPE**

- 1.1 All deliveries and services provided by SICK AB, company ID no. 556463-2247, Storsätragränd 5B, 127 39 Skärholmen, Sweden, (hereinafter referred to as the "Supplier") are subject to these General Terms of Delivery and to separate contractual agreements, if any. These General Terms of Delivery shall apply unless changed by written agreement between the parties. In the absence of written confirmation in conjunction with conclusion of the contract, no statements or information shall override the provisions of these terms of delivery or in any other respect influence the contents of the contract. For the avoidance of doubt, deviating or additional general terms and conditions of the purchaser shall solely apply to the extent expressly confirmed in writing by the Supplier.
- 1.2 These General Terms of Delivery are not applicable to software included in the delivery insofar as the software is subject to separate conditions. To the extent that the scope of delivery and service includes Firmware (as defined below), Supplier grants the purchaser a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The purchaser is not entitled to modify, reverse engineer or de-compile the Firmware or extract parts thereof. "Firmware" is software which is embedded in a delivery item and is necessary for its elementary functions. For software which is not Firmware, and which is installed and operated locally or in the purchaser's area of responsibility (on-premise), the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK", available at [www.sick.com](http://www.sick.com)) shall apply with the adjustment that any disputes, controversies or claims arising out of AVB Software SICK shall be finally settled in accordance with Clause 22.1 - 22.2 of these General Terms of Delivery and that such proceedings shall be subject to confidentiality according to Clause 22.4. For software and services provided for online use, the General Terms and Conditions for the Provision of Software as a Service ("AVB SaaS SICK", available at [www.sick.com](http://www.sick.com)) shall apply with the adjustment that any disputes, controversies or claims arising out of AVB SaaS SICK shall be finally settled in accordance with Clause 22.1 - 22.2 of these General Terms of Delivery and that such proceedings shall be subject to confidentiality according to Clause 22.4. To the extent software or Firmware of other providers (third party software) is made available to the purchaser, the Supplier does not grant the purchaser any rights of use exceeding those granted to the Supplier by such third-party provider.
- 1.3 The purchaser shall take reasonable precautions in case the Firmware does not work properly in whole or in part (e.g., by daily data-backups, fault diagnosis, regular review of the data processing results). If the purchaser does not expressly indicate a deviating condition in advance, the Supplier may assume that the purchaser has made data backups of all data with which the Supplier may come into contact. The purchaser shall equally ensure the documentation of any settings and parameters, especially in connection with the installation of updates (in particular: bug-fixes, patches, updates, upgrades, etc.) of the Firmware.
- 1.4 The purchaser shall immediately install any update of the Firmware made available free of charge within the warranty period. The purchaser shall indemnify the Supplier against any damages, expenses and claims (including claims of third parties) due to non-compliance with this obligation.
- 1.5 Unless expressly agreed otherwise, such updates will be available on [www.sick.com](http://www.sick.com). A separate notification to the purchaser is not owed.
- 1.6 The right to use the respective previous version of the Firmware ceases with the installation of updates.
- 1.7 If and to the extent that open-source software is provided to the purchaser, the OSS License Terms shall apply for the granting of rights in addition to and prevailing over the provisions in clause 1.2. If applicable OSS License Terms (as defined in clause 13.20) require the provision of the source code, the Supplier shall provide it upon written request, as the case may be, against payment of the costs for shipment and handling. The Supplier shall inform the purchaser about open-source software being used and about the related

OSS License Terms, which Supplier shall provide to the purchaser if so required in such OSS License Terms.

## **2            OFFER – CONTRACT CONCLUSION – CONTRACT CONTENT**

Unless expressly marked as binding, offers are nonbinding. Binding offers must be accepted by the purchaser within a reasonable time. Verbal or written orders are considered accepted when a written order confirmation is issued or the ordered goods are delivered within an adequate period of time.

## **3            SCOPE OF DELIVERY AND SERVICES**

The scope of delivery and services is subject to the offer of the Supplier or, respectively, to the Supplier's written order confirmation. Partial deliveries are permitted, if reasonable to the purchaser.

## **4            DRAWINGS AND DESCRIPTIONS**

4.1           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.

4.2           Unless otherwise agreed, any drawings or technical documents provided by the Supplier and relating to the manufacture of a product or part thereof are subject to the property right, intellectual property right and copyright of the Supplier; the purchaser shall not use or copy, reproduce, release or otherwise give a third party knowledge of such documentation without the Supplier's consent.

## **5            CONFIDENTIALITY**

5.1           All commercial or technical information of the Supplier, including product characteristics, documents, price information, know-how, samples, prototypes, software or test results (hereinafter collectively referred to as "Confidential Information") must be kept secret from third parties if and to the extent that it is not verifiable publicly known or intended by the Supplier for distribution by the purchaser. Confidential Information may only be made available to such employees of the purchaser that have a need to know for the fulfillment of the contractual purpose and have been obligated to non-disclosure under terms at least equivalent to the contract. Upon request, all Confidential Information in its entirety (including any copies or records if available) must be returned or destroyed without delay and any use must cease immediately.

5.2           The Supplier reserves all rights to Confidential Information (including copyrights and the right to register industrial property rights). Documents provided hereunder which contain Confidential Information remain the property of the Supplier.

5.3           The purchaser shall not be permitted to use or disclose Confidential Information or trade secrets within the meaning of Directive (EU) 2016/943 resulting from the observation, study, disassembling, decompiling, reproducing, reengineering and/or reverse engineering or testing of any publicly or non-publicly available product or item of the Supplier.

## **6            PACKAGING**

Any pricing quoted in price lists and catalogues is deemed to apply to unpackaged goods.

## **7            ACCEPTANCE TESTING**

7.1           Unless otherwise agreed, any contractual acceptance testing shall be carried out in the Supplier's facility during normal working hours. If the contract does not include test specifications, the testing shall be performed in accordance with the norms generally applied

within the relevant industry in the country where the goods are being manufactured.

- 7.2 The Supplier shall inform the purchaser of acceptance testing in sufficient time to allow the purchaser's representative to attend. If the purchaser is not represented at the testing, the Supplier shall provide the purchaser with a test protocol, which shall constitute binding proof with respect to the pertinent test parameters.
- 7.3 If acceptance-testing shows that the goods fail to meet contractual requirements, the Supplier shall promptly take measures to bring the goods into compliance with the contract. Renewed testing shall then be performed at the purchaser's request. Insignificant defects shall not justify a demand for renewed testing.
- 7.4 All costs relating to acceptance testing performed in the Supplier's facility are for the Supplier's account. The purchaser is responsible for his own expenses, such as travel costs and per-diems for himself and any assistants attending the testing.

## **8 DELIVERY AND DELIVERY PERIOD**

- 8.1 Incoterms: Delivery Duty Paid (DDP) will be the default Incoterm used for all shipments unless otherwise agreed upon in writing by the parties. Time of delivery shall be reckoned from the latest of the following dates:
- date the contract was concluded;
  - date the Supplier was informed of any necessary licenses or other permits;
  - date the Supplier received payments contractually required to be made before commencement of production;
  - date the Supplier received all technical data and instructions necessary for the delivery.
- 8.2 Should the Supplier find it impossible to maintain a contractual delivery date, or should the Supplier expect a delay, the Supplier shall promptly inform the purchaser in writing, stating the reason for the delay and, if possible, the estimated date of delivery.
- 8.3 If the contractual delivery period is also approximate, either party is entitled, when two-thirds of such delivery period has elapsed, to request the other party in writing to agree on a definite date.
- 8.4 If no delivery period is stated in the contract, either party may submit a request in accordance with the preceding clause six months after signing the contract. The date thus determined shall constitute the contractual delivery date.
- 8.5 If delivery is prevented or impeded due to a circumstance specified in Clause 20.1, or by the purchaser's action or negligence, the delivery period shall be extended accordingly. This provision shall apply regardless whether the circumstance in question occurs before or after expiry of the agreed delivery period.
- 8.6 If the Supplier, because of negligence, fails to deliver a product by the agreed delivery date, or within the extended period determined under the provisions of Clause 8.5, the purchaser shall be entitled to penalties to typical contractual losses that could have been foreseen, and provided the purchaser submitted a claim for penalties immediately when the delay occurred. This also applies to loss of profits and any other financial loss.
- 8.7 The following percentages and maximum amounts shall apply to the referenced penalties: 0.5% per week of the portion of the agreed price applicable to the part of the goods that could not be used as intended due to the delay. If the base amount for calculation of the penalty exceeds SEK 500,000, a penalty of 0.25% per week shall be assessed on the exceeding amount. The penalty, which is calculated for every complete week of delay reckoned from the agreed delivery date, shall not exceed 5% of the portion of the purchase price applicable to the part of the goods that could not be used as intended.
- 8.8 The purchaser's right to penalties shall preclude any other claim arising from the Supplier's late delivery of the goods.

- 8.9 If the purchaser finds that he cannot accept delivery of the goods on the agreed date, he should promptly inform the Supplier in writing, stating the reason for the delay and, if possible, when he expects being able to accept delivery. purchaser who fails to accept delivery on the agreed date shall nevertheless be liable for payment as if the goods had been duly delivered.
- 8.10 If the purchaser's failure in terms of Clause 8.9 is not due to a circumstance referenced in Clause 20.1, the Supplier may call upon the purchaser in writing to take delivery of the goods within a reasonable period.
- 8.11 If the purchaser, regardless of the reason, fails to comply, the Supplier is entitled to cancel the contract by written notice to the purchaser with respect to the portion of the goods that remains undelivered due to the purchaser's failure.
- 8.12 Purchaser who fails to take delivery of the goods at the agreed time shall be liable for the risk of damage to the goods and is obliged to compensate the Supplier for any costs associated with care, storage and insurance of the goods.
- 8.13 Should the Supplier cancel the contract pursuant to Clause 8.11, he shall be entitled to compensation by the purchaser in an amount commensurate with the purchase price of the goods, less any amount that the Supplier may save by not making the delivery to the purchaser.

## **9 INSTALLATION OR ASSEMBLY**

- 9.1 To the extent that installation, assembly or commissioning has been agreed upon, the purchaser shall, at their own expense, provide in due time:
- a) any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools;
  - b) the articles and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
  - c) operating power and water at the place of operation, including the necessary connections as well as heating and light;
  - d) suitably-sized, dry and lockable rooms for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and recreation rooms with appropriate sanitary equipment for the Supplier's employees at the installation site; furthermore, the purchaser shall take the same steps he would take in order to protect his employees and belongings in order to protect the Supplier's employees and belongings at the construction site, but at least appropriate steps; and
  - e) protective clothing and protective devices necessary due to special circumstances at the installation site.
- 9.2 Before the start of the work, the purchaser must provide without request the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static specifications.
- 9.3 Before beginning with the installation, assembly or commissioning, free issue equipment as well as all other items necessary for the performance of the works must be set up at the agreed location and any preparatory works must be in such a state of completion that the installation or assembly staff will be able to start their work as agreed after arrival and complete it uninterrupted. Access to the site, as well as the site itself, must be paved, cleared and freely accessible.
- 9.4 Should the installation, assembly, or commissioning be delayed due to circumstances not attributable to the Supplier, the purchaser shall to the extent reasonable be obliged to bear the costs arising from waiting periods or for any additional necessary travel of the assembly staff.
- 9.5 Upon the Supplier's request, the purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

- 9.6 The Supplier is entitled to demand acceptance of the works upon completion. Acceptance will take effect after the purchaser declares acceptance in writing. The same applies if the Supplier has set a reasonable deadline for acceptance upon completion of the works and the purchaser has not refused acceptance, giving at least one major defect, by this deadline. Acceptance is also deemed granted if the work is put into use, if applicable, after an agreed testing period.

## **10 PASSING OF RISK**

- 10.1 The risk shall pass to the purchaser with the selection/provision of the delivery item. To the extent the Supplier has also assumed installation, assembly or commissioning, the risk shall pass to the purchaser with the delivery of the delivery item at the place of installation, assembly or commissioning.
- 10.2 Should the dispatch of the delivery item or the installation, assembly or commissioning be delayed or omitted due to reasons attributable to the purchaser, the risk shall pass to the purchaser at the time when it would have passed to the purchaser had no delay occurred.
- 10.3 The Supplier shall, on request and at the expense of the purchaser, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.

## **11 PRICES AND PAYMENT**

- 11.1 Costs for packaging and transportation, as well as for any insurances expressly requested by the purchaser, will be charged separately. They shall be calculated based on the current prices at the time of the actual accrual.
- 11.2 In case the Supplier has agreed to carry out installation, assembly and/or commissioning, and unless agreed differently, the purchaser shall, in addition to the agreed remuneration for the delivery, bear all costs required for the installation, assembly and/or commissioning according to the price list of the Supplier effective at the time of performance.
- 11.3 Unless otherwise agreed, the Supplier shall be entitled to compensation for cost increases resulting from taxes, official levies and exchange rate fluctuations after the quotation date. The Supplier shall further be entitled to adjust the price based on the imposed increase or changes in the ordered goods.
- 11.4 If the contractual delivery date is extended by more than six months by agreement or in accordance with Clause 8.5, the Supplier shall not be bound by the contracted price, but shall in such case be entitled to a price that is reasonable on the basis of his generally applicable pricing as of the date of delivery.
- 11.5 Invoices shall be paid net within 30 days from the invoice date by direct transfer to the Supplier's bank account. If the purchaser fails to make payment by due date, the Supplier shall be entitled to statutory late payment interest.
- 11.6 The purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed or have been legally established.
- 11.7 If the purchaser, for reasons other than those referenced in Clause 20.1, has not paid the overdue amount within three months, the Supplier may cancel the contract by notifying the purchaser in writing and shall be entitled to compensation by the purchaser under the provisions of Clause, 8.13.

## **12 RETENTION OF TITLE**

If it appears unlikely that the purchaser will fulfil his legal obligations under the contract, or if the Supplier cancels the contract, the Supplier shall have the right to repossess any goods that can still be legally recovered. Until full payment has been made, the purchaser shall not

without the Supplier's written consent dispose of the goods in a manner that could jeopardize the Supplier's right to repossession. No acceptance or promissory note shall be considered as payment until fully redeemed.

### **13 CLAIMS FOR DEFECTS**

- 13.1 The Supplier undertakes to remedy any defects arising from faulty construction, materials or manufacture in accordance with Clauses 13.2-13.16.
- 13.2 The purchaser is required to examine the goods as soon as possible upon receipt. If there is reason to believe that a product defect may result in damage, a written complaint must be made immediately.
- 13.3 The Supplier's liability shall be limited to defects reported by the purchaser within 15 days from the date the defect was or should have been detected, and within one year from the contractual delivery date or a subsequent date on which the Supplier fulfilled his obligations in accordance with an agreed delivery clause.
- 13.4 Any replaced or re-manufactured components are covered by warranty on the same terms and conditions as those applicable to the original product for a period of three months. This provision is not applicable to the remainder of the goods for which the warranty will only be extended by the period during which the goods were unusable as a result of a defect in the meaning of Clause 13.1.
- 13.5 On receipt of the purchaser's written notice concerning a defect in the meaning of Clause 13.1, the Supplier shall remedy the defect without delay and, except as provided in Clause 13.8, at his own expense. The purchaser shall return any defective component in the meaning of Clause 13.1 to the Supplier for repair or replacement, unless the Supplier chooses to execute the repairs at the purchaser's location.
- 13.6 By delivering a duly repaired or replaced component to the purchaser, the Supplier shall be deemed to have fulfilled his obligations under this clause with respect to the defective component.
- 13.7 Instead of addressing a defect, the Supplier may refund the purchase price, in which case the purchaser must return the goods essentially unchanged and undiminished or, if this proves impossible, credit the Supplier with an amount equal to the value of the retained goods when settling the account. The amount which the Supplier is required to repay to the purchaser shall be reduced by the amount the purchaser reasonably should pay for deriving profit and benefit from the goods, as well as an amount commensurate with the depreciation of the goods.
- 13.8 The purchaser shall bear the cost and risk of transporting defective components to the Supplier, whereas the Supplier shall bear the cost and risk of transporting any replaced or repaired goods to the destination specified in the contract or, if no such destination is stated, to the place of delivery.
- 13.9 If the Supplier carries out repairs as referenced in Clause 13.5 at the purchaser's location, the latter shall pay travel costs and per-diems relating to travel and working hours expended by the Supplier's personnel.
- 13.10 Any defective components replaced pursuant to Clause 13.1 shall be placed at the Supplier's disposal.
- 13.11 If the Supplier, despite being requested to do so, fails to meet his obligations within a reasonable period pursuant to Clause 13.5, the purchaser may, at his option, have necessary repairs carried out or new goods manufactured at the Supplier's expense provided that he exercises due diligence in doing so, or, if the defect is of fundamental importance to the purchaser and this was or should have been apparent to the Supplier, may cancel the contract with respect to the portion of the goods which could not be used as intended due to the Supplier's negligence. In such case, settlement shall be made pursuant to Clause 13.7. The Supplier's obligation to carry out the measures

referenced in Clause 13.5 and compensate the purchaser pursuant to the present paragraph shall be limited to a total amount not exceeding 15 per cent of the price of the goods.

- 13.12 If the purchaser or any third party remedies a defect improperly, the Supplier shall not be liable for the resulting consequences. The same applies to any changes made to the delivery item without prior approval by the Supplier.
- 13.13 The Supplier's responsibility shall not extend to defects caused by materials supplied or designs stipulated by the purchaser.
- 13.14 Notwithstanding the provisions of Clauses 13.1-13.13, the Supplier's obligations shall not extend beyond fifteen months from commencement of the original warranty period.
- 13.15 The Supplier's liability is limited to defects arising during proper use and under operating conditions foreseen in the contract. It does not extend to defects caused by inadequate maintenance or improper assembly by the purchaser or a third party, incorrect or negligent treatment, modifications without the Supplier's written consent, repairs incorrectly performed by the purchaser or a third party, or normal wear and tear. The Supplier shall have no liability for defects save as stipulated in Clauses 13.1 – 13.14. This applies to any loss the defect may cause, such as loss of production, loss of profit and other consequential economic loss.
- 13.16 If the use of the delivery item causes an infringement of national intellectual property rights or copyrights, the Supplier shall, at their own cost, procure for the purchaser the right to continue using the delivery item, or modify the delivery item in a manner reasonable for the purchaser in such a way that it does not infringe intellectual property rights.
- 13.17 If the former cannot be achieved using economically reasonable efforts or within reasonable time, the purchaser shall be entitled to withdraw from the contract. Subject to the aforementioned prerequisites, the Supplier shall also be entitled to withdraw from the contract.
- 13.18 Furthermore, the Supplier shall indemnify the purchaser from undisputed or legally established claims arising from the infringement of intellectual property rights.
- 13.19 The aforementioned obligations of the Supplier shall only apply to the extent
- a) the purchaser notifies the Supplier in writing about claims asserted by third parties without delay;
  - b) the purchaser does not admit an infringement and the right to take defensive measures remains exclusively reserved to the Supplier;
  - c) the infringement of intellectual property rights is not attributable to the purchaser;
  - d) the infringement was not caused due to specific instructions provided by the purchaser, or by an application unforeseeable for the Supplier; and
  - e) the infringement does not result from a modification of the delivery item by the purchaser or from the use of the delivery item in combination with a product not specifically released for such combination by the Supplier.
- 13.20 If and to the extent that open-source software is provided to the purchaser, the Supplier does not assume any warranty in this respect, neither for lack of defects, marketability, suitability for a specific purpose nor freedom from defects of title. For details on the warranty and liability exclusion, reference is made to the respective open-source software license terms, which can be found in the relevant documentation, the "readme" files, reference files and/or other documents or files of such kind for the open-source software ("OSS License Terms"), which are made available to the purchaser.

## **14 PRODUCT LIABILITY**

- 14.1 The purchaser shall indemnify and hold the Supplier harmless to the extent that the Supplier incurs liability towards any third party in respect of loss or damage for which the Supplier is not liable towards the purchaser according to Clauses 14.2-14.3.



- 14.2 The Supplier shall have no liability for damage caused by the goods:
- a) To any (movable or immovable) property, or consequential loss due to such damage, occurring while the goods are in the purchaser's possession, or
  - b) To products manufactured by the purchaser or to products of which the purchaser's products form a part.
- 14.3 The above limitations of the Supplier's liability shall not apply if he has been guilty of gross negligence.
- 14.4 If a third party lodges a claim for compensation against Supplier or purchaser for loss or damage referred to in Clause 14, the other party to the contract shall forthwith be notified thereof in writing.
- 14.5 The Supplier and the purchaser shall be mutually obliged to themselves be summoned to the court or arbitral tribunal, which examines claims against either of them based on damage or loss alleged to have been caused by the goods. The liability as between the Supplier and the purchaser shall, however, always be settled in accordance with Clause 22.

## **15 LIMITATION OF LIABILITY**

- 15.1 In the event of circumstances, which render a party liable under the present terms, any damages shall be limited to such loss as could reasonably have been foreseen at the time the contract was concluded as a typical result of said circumstances and shall be subject to the additional limitations referenced in Clauses 15.2 and 15.3.
- 15.2 A party alleging breach of contract is obliged to take reasonable measures to limit the resulting damage. Should he fail to do so, any damages to which he would otherwise have been entitled shall be reduced or forfeited.
- 15.3 The total amount which the Supplier may have to pay to the purchaser as a result of the purchase shall be limited to the lesser of 15 per cent of the price of the goods and 10 times the base amount (*prisbasbelopp*) stipulated in the General Insurance Act (SFS 1962:381).

## **16 THIRD PARTY LIABILITY**

The provisions limiting liability stipulated under Clauses 13-15 shall also apply in favor of subsidiaries, subcontractors, licensors or other vicarious agents of the Supplier.

## **17 STATUTE OF LIMITATION**

Any claims against the Supplier shall be forfeit unless court or arbitration proceedings pursuant to Clause 22 are initiated within two years from the delivery of the goods.

## **18 EXPORT COMPLIANCE**

- 18.1 The purchaser undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by the Supplier ("SICK Items").
- 18.2 The purchaser confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The purchaser will notify the Supplier about any changes in that regard without delay.
- 18.3 The purchaser shall provide all information reasonably requested by the Supplier for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on the Supplier until export licenses and other approvals required for the relevant business transaction have been obtained. The Supplier shall not be liable for delays or non-performance caused by the competent authorities or the purchaser, even if the Supplier has confirmed a purchase order or delivery schedule.
- 18.4 The purchaser shall fully indemnify and hold harmless the Supplier from and against any

claims of authorities or other third parties due to the purchaser's non-compliance with any provision of this section 'Export Compliance'. The purchaser further undertakes to reimburse the Supplier for any losses and expenses incurred in this context.

- 18.5 The purchaser undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/ or (ii) for use in weapons and/or weapons systems.
- 18.6 If the purchaser breaches any of the provisions of this section 'Export Compliance', the Supplier is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part. All claims against the purchaser shall remain unaffected.
- 18.7 The BUYER shall not sell, export or re-export, directly or indirectly, any SICK Items to the Russian Federation or for use in the Russian Federation. The BUYER undertakes to take appropriate measures, in particular regarding possible resellers, to ensure that SICK Items are not re-exported to the Russian Federation or for use in the Russian Federation. "SICK Items" within the meaning of this contract are goods, software, technology, and all kinds of services provided by SICK.
- 18.8 In case the BUYER does not comply with paragraph 18.7, SICK shall be entitled to terminate this contract with the BUYER without notice, even if the contract has already been executed in part, and to end the business relationship with the BUYER. In the event and to the extent that BUYER is in breach of any of its obligations under this clause, BUYER will hold SICK harmless of any damages or costs related to such breach.
- 18.9 The BUYER shall provide all information requested by SICK regarding the provisions set forth in paragraphs 18.7 and 18.8 including, but not limited to, information about the end user, final destination and intended end use.

## **19 ANTI-CORRUPTION**

The purchaser shall adhere to all applicable foreign or domestic laws and regulations regarding anti-bribery and anti-corruption. In particular, but without limitation, the purchaser shall not offer, promise, give, request or receive any bribes or other unlawful payments, including in relation to any public official.

## **20 FORCE MAJEURE**

- 20.1 If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of the Supplier, for example, serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation, war, terrorist attacks, riots, and other similar occurring threats as well as labour disputes, including at the subcontractors of the Supplier, or governmental acts, such as import and export restrictions, or disruptions of operations, including force majeure events at subcontractors and suppliers of the Supplier, either the deadline for the performance by the Supplier will be extended by the duration of the force majeure event plus an appropriate start-up period, or the Supplier shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations.
- 20.2 Upon request of the Supplier, the purchaser shall declare within reasonable time, after a period of grace of six months, whether they insist on delivery or wish to rescind the contract due to the Supplier's delay.

## **21 ADJUSTMENT, WITHDRAWAL AND TERMINATION**

If the purchaser is in delay with any payment or if the Supplier obtains knowledge of any circumstances which lead or may lead to a material deterioration of the purchaser's

economic situation, resulting in the fulfillment of the purchaser's contractual and other obligations being at risk; or if due to other reasons the purchaser is unable or unwilling to meet its payment obligations when they are due, the Supplier may, notwithstanding other rights, (a) withdraw from or terminate the contract with immediate effect; or (b) provide future deliveries or services only against prepayment. In the latter case, Clause 12 (retention of title) shall not apply to paid delivery items.

## **22 JURISDICTION AND ARBITRATION**

- 22.1 In the event of default, the Supplier's claim for payment of the purchase price shall be enforceable by application for a summary judgement (*betalningsföreläggande*). Disputes concerning less than 10 times the base amount (*prisbasbelopp*) stipulated in the General Insurance Act (SFS 1962:381) shall be settled by Stockholms tingsrätt as the court of first instance.
- 22.2 Other disputes, controversies or claims arising out of or in connection with these General Terms of Delivery, 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. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.
- 22.3 All legal relations in connection with these General Terms of Delivery shall be governed by Swedish law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 22.4 The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings.
- 22.5 Nothing in these General Terms of Delivery shall prevent either party from enforcing its rights under any arbitral decision or award made or declared, nor from protecting or enforcing its intellectual property rights or confidentiality rights on any urgent or interim basis before any court or authority of competent jurisdiction.

## **23 SEVERABILITY**

Should any of the provisions of these General Terms of Delivery be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case the invalid, void or unenforceable provision shall be interpreted or substituted in such a way as to achieve the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either contract party.