



TECOMATIC

General terms and conditions of delivery

2024

TABLE OF CONTENTS

1.	INTRODUCTION _____	3
2.	DEFINITIONS _____	3
3.	CONDITIONS FOR TENDERS AND AGREEMENTS _____	4
4.	DELIVERY OF MATERIALS AND EXECUTION OF INSTALLATION _____	5
5.	CUSTOMER'S COMMITMENTS _____	6
6.	RENTAL OF MATERIALS _____	7
7.	Alteration and addition works (ÄTA) _____	7
8.	Warranty liability _____	8
9.	PRICE AND PAYMENT _____	8
10.	CONFIDENTIALITY _____	9
11.	INTELLECTUAL PROPERTY RIGHTS _____	9
12.	Agreement period AND TERMINATION _____	10
13.	LIMITATION OF LIABILITY _____	10
14.	FORCE MAJEURE _____	11
15.	OTHER _____	11
16.	GOVERNING LAW AND DISPUTE RESOLUTION _____	11

1. INTRODUCTION

- 1.1 These Terms and Conditions of Delivery form part of the Agreement between the Supplier and the Customer, and apply subject to any deviations, clarifications or additions specifically agreed in writing in the Agreement.
- 1.2 The submitted tender is binding for the Supplier for thirty (30) days from the date of the tender. Promises or commitments that are not stated in the offer, delivery confirmation and/or these Terms and Conditions of Delivery are binding on the Supplier only if they have been confirmed in writing by the Supplier in the Agreement.

2. DEFINITIONS

- 2.1 In these Terms and Conditions of Delivery, the following words and terms shall have these meanings:

"The agreement"	means the agreement between the Supplier and the Customer for the delivery of Materials and the execution of the Installation.
"Force Majeure"	has the meaning set out in paragraph 14 below.
"Warranty liability"	means service, repairs and maintenance of Materials and/or Installation during the Warranty Period.
"Warranty Period"	has the meaning set out in point 8.3 below.
"Installation"	refers to agreed services in connection with the delivery of Materials, such as dredging, sewing, concrete grouting, assembly, establishment, installation, handling of sediments and masses.
"The customer"	refers to the company or organisation with which Tecomatic has entered into the Agreement.
"Confidential Information"	means technical, commercial or other information that a Party keeps secret, as specifically disclosed to the other Party, or which, having regard to the nature of the information and the circumstances surrounding its disclosure, should reasonably be considered to be confidential information.
"The delivery"	refers to the delivery of Materials and the execution of Installation under the Agreement.
"Terms and Conditions of Delivery"	refers to these General Terms and Conditions of Delivery.

"The supplier"	Refers to Tecomatic AB, org.nr 556380-6420.
"Material"	refers to ordered materials such as erosion protection of concrete mattresses, or environmental curtains.
"Part"/"Party"	refers to the Supplier and/or the Customer.
"Alteration and addition works (SWE: ÄTA)"	relating to amendments and additional work and which are further specified in paragraph 7 below.

3. CONDITIONS FOR TENDERS AND AGREEMENTS

- 3.1 The Supplier offers customers the opportunity to either purchase or rent Materials from the Supplier, as specifically agreed by the parties. The Agreement shall thus state whether the Customer purchases or rents the Material (including, where applicable, if the Customer rents the Material but has the option, at its own discretion, to purchase the Material after the rental period).
- 3.2 Information in tenders regarding weight, volume, dimensions, capacity, etc. is approximate and binding only to the extent agreed in writing in the Agreement. The Customer understands that even if certain volumes, etc., are specified in the Agreement, the actual volume, etc., may need to be finalized only after completion of the Delivery.
- 3.3 Information on estimated delivery time in tenders is approximate and based on the documentation available to the Supplier when preparing the tender. In connection with the signing of the Agreement, the parties shall establish an agreed timetable for the Delivery, adapted to prevailing conditions.
- 3.4 The Supplier's offer is based on the information and documentation provided by the Customer or, where applicable, which the Supplier has been able to observe during a general survey of the workplace. The supplier's obligation to investigate does not cover conditions that can only be detected through dismantling, destruction measures or soil investigations. Existing or changed external conditions that the Supplier has not been informed of and has not been able to note with reasonable efforts during site visits, and which require work and/or materials that are not specified in the tender, shall entail ÄTA in accordance with section 6.6 and entitle the Supplier to the necessary time extension and compensation for additional work.
- 3.5 The Agreement does not cover, unless otherwise specifically stated in the Agreement, (a) the provision of a passable road, (b) icebreaking in connection with Installation, or (c) icebreaking in connection with the dismantling of rented Materials.

4. DELIVERY OF MATERIALS AND EXECUTION OF INSTALLATION

- 4.1 The Supplier shall deliver the ordered Materials and carry out the Installation:
- (a) in accordance with the technical, functional, quality, performance and other requirements set out in the Agreement. However, the customer is aware that local conditions at the delivery location may need to lead to a change in agreed requirements.
 - (b) at the place of delivery, and within the timeframes, specified in the Agreement.
 - (c) in a professional manner, and with the use of appropriate, qualified and experienced personnel, and with the use of adequate resources; and
 - (d) in accordance with applicable legal and regulatory requirements for Materials and Installation, such as environmental and product safety requirements.
- 4.2 The terms of delivery are DDP – Delivered Duty Paid (Incoterms 2022) unless otherwise agreed in the Agreement.
- 4.3 All Materials sold to the Customer under the Agreement remain the property of the Supplier until full payment has been made. The Supplier reserves the right, in the event of non-payment, to cancel such purchase and reclaim the Material even after the Material has come into the Customer's possession.
- 4.4 The Supplier is responsible for ensuring that the Material is well packaged, with appropriate packaging for the transport of the Material, to protect the Material from damage during transport. The price for purchase/rental of the Material includes, unless otherwise specifically stated in the Agreement, costs for packaging, shipping, and take-back of packaging.
- 4.5 The Customer shall carry out an ocular inspection of the delivered Material upon delivery, and shall without delay report any shipping damage or other visible damage to the Supplier.
- 4.6 The Parties may further agree in the Agreement on special delivery control regarding the Installation and delivery of Materials. The Customer is thereby entitled to carry out an inspection of the completed Installation and delivered Materials at its own expense (himself or with the assistance of a third party). Unless otherwise agreed, such inspection shall take place no later than one week after the completion of the Installation and delivery of the Materials. If the parties have agreed on special delivery control, the Customer may not, unless otherwise agreed, take the Delivery into use before an inspection has taken place. After inspection, the customer must point out any errors and deficiencies in writing promptly. In the event that no errors or deficiencies are pointed out, or if these are pointed out and subsequently rectified by the Supplier, the Customer shall issue a written delivery approval.
- 4.7 The Supplier shall submit the agreed user documentation regarding Materials and Installation no later than upon completion of the Installation.

- 4.8 If the Parties have specified a specific time for the Delivery, the Supplier is liable for any delay in the Delivery caused by the Supplier. However, the Supplier is not responsible for any delay caused by Force Majeure or any other circumstance beyond the Supplier's control. If special compensation for delay has been agreed in the Agreement, the Supplier's liability is limited to such special compensation.
- 4.9 In the event of changes in the agreed timetable according to the Agreement that are due to the Customer, the Supplier is entitled to compensation for additional costs. The customer also understands that the timetable may need to be adjusted due to external conditions such as weather and climate. For example, in the event of ice formation at the delivery site, Customer understands that planned Installation will need to be postponed until conditions permit the resumption of work, unless Customer arranges icebreaking.
- 4.10 The Supplier has the right to engage subcontractors for the Delivery. The supplier is responsible for hired subcontractors such as for own work.

5. CUSTOMER'S COMMITMENTS

- 5.1 The Customer undertakes to perform the Customer obligations set out in the Agreement or that can otherwise reasonably be expected of the Customer in order for the Supplier to be able to perform the Delivery under the Agreement.
- 5.2 The Customer's customer obligations include, but are not limited to, the obligation to carry out the necessary preparatory work (regarding, for example, passable roads and icebreaking), in order for the Installation or dismantling to be carried out on site.
- 5.3 The Customer shall collect or receive the Delivery at the agreed time. The Customer is responsible for carrying out the unloading, loading and storage of Materials delivered to the workplace at its own risk and expense, unless the Parties have specifically agreed in the Agreement that the Supplier has such responsibility. It is the responsibility of the Customer to keep delivered Materials fully insured at the Customer's expense during the period of ownership vested in the Supplier.
- 5.4 The Customer shall provide the Supplier's staff with the necessary access to the workplace during normal working hours, Mondays – Fridays from 07:00 to 18:00, or other times as agreed).
- 5.5 The Customer understands that if the Customer fails to fulfil its customer commitments, or does not perform these customer commitments in a timely manner, this may adversely affect the Delivery and the Supplier's ability to perform this within the time frames and in the manner set out in the Agreement. The Supplier is entitled to compensation for additional costs caused by the Customer's failure to perform its customer obligations in a timely manner.

6. RENTAL OF MATERIALS

- 6.1 This clause 5.5 applies if the Supplier and the Customer have agreed in the Agreement that the Customer shall rent delivered Material.
- 6.2 When renting Materials, ownership thereof remains with the Supplier (until, if applicable, the Materials are purchased by the Customer) and is rented by the Customer for the specified rental period. The rental period runs from the time of delivery or pick-up or, if the Customer has not received or collected the Delivery at the agreed time, from the time the Supplier has informed the Customer that the Materials are available for delivery or collection.
- 6.3 The Customer has the right to use rented Materials for the intended purpose during the rental period. The material may not be transferred or rented to third parties.
- 6.4 When the rental period ends, the Customer shall return all rented Materials to the Supplier. Returned Materials must be in acceptable condition, subject to normal wear and tear. The Supplier is entitled to compensation under the Agreement for dismantling, packaging, transport and other measures in connection with the take-back of the Material.
- 6.5 The Customer is responsible for rented Materials during the rental period. It is the responsibility of the Customer to exercise normal care with the Materials.
- 6.6 The Supplier is responsible for rented Materials within the framework of its Warranty Liability. In the event that rented Materials are damaged, lost or destroyed during the rental period due to circumstances for which the Supplier is not responsible within the framework of the Warranty Liability, the Customer shall compensate the Supplier in full for damaged, lost or destroyed Materials. It is the responsibility of the Customer to keep rented Materials fully insured at the Customer's expense.

7. ALTERATION AND ADDITION WORKS (ÄTA)

- 7.1 All work that is not expressly covered by the Agreement, both additional and outgoing work or other changes, constitutes ÄTA.
- 7.2 Ordering ÄTA can be done verbally or in writing. Unless the Customer has notified the Supplier otherwise, the Customer is bound by orders placed by all of the Customer's employees, contracted consultants or others who represent the Customer.
- 7.3 Unless otherwise agreed, current account pricing in accordance with section 9.3 will be applied to all orders from ÄTA.
- 7.4 Ordered ÄTA must be listed in a list. The Customer has the right to receive an updated ÄTA list from the Supplier upon request. Objections to an item in an ÄTA list must be made no later than before payment of the invoice through which ÄTA is invoiced.
- 7.5 When ordering ÄTA, the Supplier is entitled to the required time extension.

8. WARRANTY LIABILITY

- 8.1 The Supplier undertakes, within the framework of its Warranty Liability, free of charge and with the urgency required by the circumstances, to rectify defects and deficiencies in the delivered Materials and the Installation performed.
- 8.2 The warranty liability does not extend to defects caused by the Customer or third parties for which the Customer is responsible, or by improper use of the Materials, or by Force Majeure.
- 8.3 If the Material is rented by the Customer, the Warranty Liability applies for the entire rental period. If the Material is purchased by the Customer, the Warranty Liability applies for a period of two (2) years from the completion of the Delivery. The period during which the Warranty Liability applies is referred to as the "**Warranty Period**".
- 8.4 Warranty liability is carried out by on-site repair, replacement of faulty parts or of full Materials, or other appropriate means.
- 8.5 If errors or deficiencies are discovered, the Customer must complain in writing to the Supplier. Complaints must be made immediately and in any case be received by the Supplier no later than two (2) weeks after the Customer discovered or should have discovered the error or deficiency. The Customer is not entitled to invoke Warranty Liability or claim other penalties for defects or defects that have not been complained of in accordance with this section 8.4. The Supplier is entitled to compensation for additional costs incurred by the Supplier as a result of a late complaint.
- 8.6 The Supplier is not responsible for errors or deficiencies that are pointed out by the Customer after the Warranty Period. However, if the Warranty Period has expired, the Customer has the option of subsequently ordering spare parts and/or rectification of defects and defects, according to the Supplier's price list in force at any given time.

9. PRICE AND PAYMENT

- 9.1 The Customer shall pay the price for the Delivery, regarding the delivery of the Materials and the execution of the Installation, as specified in the Agreement. For the rental of Materials, the rental cost stated in the Agreement applies.
- 9.2 The Supplier will invoice the agreed fees in accordance with the payment schedule set out in the Agreement. If no payment plan has been specified in the Agreement, invoicing is set out as follows: (a) the fee for the Materials upon delivery to the agreed delivery location, and (b) the fee for the Installation, will be invoiced upon completion of the Installation. For the rental of Materials, invoicing of rental costs is normally done at the end of the rental period.
- 9.3 For Delivery carried out at a fixed price, the fixed price includes the Materials and the services/work steps relating to the agreed Installation specified in the Agreement. Additional Materials and/or additional services/work steps relating to Installation shall be deemed to constitute ÄTA in accordance with section 6.6.

- 9.4 For Delivery carried out on current account, the prices for Materials and services relating to Installation as set out in the Agreement apply. In addition to compensation for hours worked, the supplier is also entitled to compensation for travel time, travel expenses and other expenses.
- 9.5 The Supplier has the right to index adjust the fee for the rental of Materials, in accordance with changes in the Consumer Price Index (CPI) published by Statistics Sweden (SCB) or other index determined by the Parties. The base index is retrieved from the current quarter for the conclusion of the Agreement. Indexing takes place no earlier than twelve (12) months after the conclusion of the Agreement, whereby the latest index published by Statistics Sweden is compared with the Basic Index of the Agreement.
- 9.6 All prices and fees in the Agreement are stated in SEK, excluding VAT and any other applicable taxes or fees.
- 9.7 Payment terms are thirty (30) days net.
- 9.8 If the Customer is in arrears with payment, the Supplier has the right to charge a reminder fee, collection costs and interest for late payment according to Swedish law.

10. CONFIDENTIALITY

- 10.1 Each Party undertakes not to disclose to any third party any Confidential Information obtained from the other Party in connection with the Agreement or to use such Confidential Information for any purpose other than performance of the Agreement without the written consent of the other Party. A party is obliged to ensure that its employees, consultants and subcontractors observe the corresponding confidentiality by entering into written confidentiality agreements.
- 10.2 The duty of confidentiality does not apply to such information that (a) was generally known at the time of disclosure or subsequently made available to the public by anyone other than the receiving Party, (b) or disclosed to the receiving Party by a third party who was not required to keep it confidential, or (c) was already known to the receiving Party at the time of disclosure; provided that the receiving party can demonstrate this. Nor does the duty of confidentiality apply when a Party is obliged by law, a decision by a public authority or applicable stock exchange rules to disclose information.
- 10.3 The duty of confidentiality applies during the term of the agreement and for three (3) years thereafter.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Supplier, and/or its manufacturers or licensors, are the owners of all rights to the Delivery, including the Materials, technical solutions and trademarks contained therein.

- 11.2 All drawings and technical documents that the Supplier submits to the Customer constitute the Supplier's property and Confidential Information, and may not be handed over to any other party without the Supplier's prior written consent. In the event that the Supplier's tender is not accepted, all drawings and technical documents shall be returned to the Supplier.
- 11.3 The Supplier undertakes to defend the Customer at its own expense if a third party makes a claim against the Customer for infringement of the third party's intellectual property rights, due to the Customer's use of the Delivery. The Supplier shall also compensate the Customer for damages to third parties in accordance with a judgment or settlement agreement, as well as reasonable legal costs. The Supplier's commitment is conditional on (a) the Customer notifying the Supplier of the claim in writing without delay, and (b) the Supplier alone may decide on the defence against such action and negotiate settlement.

12. AGREEMENT PERIOD AND TERMINATION

- 12.1 If a special agreement period has been agreed in the Agreement (when renting Materials), the Agreement applies during the specified agreement period and can only be terminated prematurely as stated in these Terms and Conditions or in the Agreement. For extension of the Agreement after the specified agreement period, a written agreement is required.
- 12.2 If a specific agreement period has not been agreed in the Agreement, the Agreement is valid until all the Parties' obligations have been performed under the Agreement.
- 12.3 Each Party shall have the right to terminate the Agreement in writing with immediate termination if the other Party (a) is in material breach of its obligations under the Agreement and has not taken corrective action within thirty (30) days (if such rectification is possible), upon written request; or (b) is declared bankrupt, commences composition negotiations, business reorganisation or for any other reason can reasonably be assumed to be insolvent.
- 12.4 Provisions of the Agreement that are clearly intended to survive termination of the Agreement shall survive termination of the Agreement for any reason.

13. LIMITATION OF LIABILITY

- 13.1 Each Party's liability under the Agreement is, except as set out in clause 13.2 below, limited to an amount equal to the total value of all payments made under the Agreement.
- 13.2 Except as set out in clause 13.2 below, a party shall not be liable for loss of profits, loss of sales, loss of data or any other indirect damage.
- 13.3 The limitation of liability under this section 12.4 does not apply in the event of damage caused by gross negligence or intent.
- 13.4 Any claims for damages must, in order to be enforceable, be made within three (3)

months after the damage was discovered or should have been discovered.

14. FORCE MAJEURE

14.1 If a Party is delayed or prevented from performing its obligations under the Agreement due to circumstances beyond the Party's control, such as lightning, industrial dispute, fire, natural disaster, epidemic, change in government regulations, government intervention, or failure or delay in services by manufacturers or subcontractors due to circumstances set forth herein ("**Force Majeure**"), this shall constitute a ground for exemption that entitles the Party to postpone the date of performance and exemption from damages and other possible sanctions. If the performance of the Agreement has been substantially prevented for a period of more than three (3) months due to Force Majeure, each Party has the right to terminate the Agreement in writing, without liability to the other Party as a result of such termination.

15. OTHER

15.1 A Party shall not be entitled to assign the Agreement, or any rights or obligations under the Agreement, to a third party without the written consent of the other Party. Notwithstanding the foregoing, however, the Supplier shall have the right to pledge or transfer to a third party the right to receive payment under the Agreement.

15.2 All amendments and additions to the Agreement must be made in writing and signed by the authorized representative of each Party in order to be enforceable.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Swedish law, without application of its choice of law rules, shall apply to the Agreement.

16.2 Disputes arising out of the Agreement shall be finally settled through arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The Rules for Expedited Arbitration shall apply unless the SCC determines that the Arbitration Rules shall apply without prejudice to the difficulty of the case, the value of the subject matter and other circumstances. In the latter case, the SCC shall also decide whether the arbitral tribunal shall consist of one or three arbitrators. The seat of the arbitration shall be Stockholm. The language of the procedure must be English.

16.3 Arbitration shall be subject to confidentiality in accordance with Section 9.8. Such confidentiality applies without limitation in time and covers everything that emerges during arbitration, as well as decisions or arbitral awards rendered in connection with arbitration, subject to the limitations imposed by mandatory law.

- 16.4 The above shall not imply any limitation on the Supplier's right to bring an action before a court or enforcement authority in the Customer's domicile for payment of overdue payment.
- 16.5 The fact that a dispute has arisen does not relieve the Customer from the obligation to make payment or to otherwise fulfil its obligations.