

1 Introduction

- 1.1 These general terms and conditions (the “**Terms**”) apply for sales unless expressly waived by the Supplier (Dafo Vehicle or its affiliate), or modified by written agreement.
- 1.2 It is noted that the UN Convention on Contracts for the International Sale of Goods (CSIG) shall not apply, and terms set by the Purchaser (eg. as part of general terms for purchasing) or specific requirements in respect of a Product shall not apply or be binding on the Supplier, unless it has specifically agreed thereto in writing. A quote is not binding unless it has been confirmed in an order confirmation from by Supplier under the Terms.
- 1.3 All Supplier prices are net, exclusive of VAT, insurance, shipping, packaging, customs duties, any expenses for special documentation and taxes, unless otherwise agreed. If any taxes or duties are increased, or currency exchange rates fluctuate before delivery, the price may be adjusted accordingly. The Supplier reserves the right to change agreed prices with immediate effect if there are changes in duties, taxes or other public fees.
- 1.4 If the credit rating of the Purchaser is or becomes unsatisfactory, fulfilment of the order is contingent on the Purchaser providing adequate security for the Contract Price, either in the form of a bank guarantee or payment in advance.

2 Incorporation of standard terms Orgalim S 2022 (with modifications)

Without prejudice to the other terms set out herein, the Terms incorporate Orgalim S 2022 (including its definitions and limitations) with the following modifications.

- 2.1 **Section 6 (Confidentiality)**: Prices as well as Product information and Product instructions shall be considered confidential, except where published on the Supplier’s website.
- 2.2 **Section 7 (Acceptance tests)** shall not apply.
- 2.3 **Section 11 (Delivery. Passing of risk)**: (i) Delivery shall be made Ex Works, at the facility designated by the Supplier. (ii) Partial delivery is permitted.
- 2.4 **Section 13 (Anticipated delay)** shall be replaced in its entirety with the following:

If the Supplier anticipates that it will not be able to deliver the Product at the time for delivery, it shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected. Delivery on or prior to such new expected delivery date shall not be considered a delay, unless and to the extent delivery is more than four weeks after the initially agreed date.
- 2.5 **Section 20 (Payment)**: The Contract Price shall be invoiced upon delivery, unless otherwise agreed.
- 2.6 **Section 27 (Defects due to Purchaser’s actions)** shall be amended to include the following wording in the end of such section:

Installation, maintenance, repair as well as any alteration of Products shall be considered faulty if made by a person which does not have proper training and carry a valid certification issued by the Supplier. Upon request, the Purchaser shall provide evidence that installation etc. has been made by such authorised persons.
- 2.7 The first paragraph of **Section 30 (Notification of defects)** shall be replaced in its entirety with the following:

The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the Purchaser becoming aware of the defect. If reasonably requested by the Supplier, the Purchaser shall also provide pictures and such other supporting material in respect of the defect.

- 2.8 The third paragraph of **Section 31 (Remedying defects)** shall be replaced in its entirety with the following:
- If the defect can be remedied by replacement or repair of a defective part, the Supplier may demand that the defective part is sent to it, or to a destination specified by it. In such case, the Supplier shall have fulfilled its obligations in respect of the defect when it delivers a duly repaired part or a part in replacement to the Purchaser.*
- 2.9 **Section 50 (Consequential losses)** shall be amended to include the following wording in the end of such section:
- Notwithstanding anything to the contrary, the total liability of the Supplier, irrespective of the legal ground, shall be an amount equal to the price of the Products paid to it pursuant to the Contract provided that this limitation shall not apply if the Supplier has been guilty of Gross Negligence or to the extent in conflict with mandatory law.*
- 2.10 **Sections 51 and 52 (Disputes and applicable law)**: Disputes shall be finally settled by arbitration in Stockholm in accordance with the Rules for Expedited Arbitrations of the Stockholm Chamber of Commerce Arbitration Institute. The language to be used shall be English and the Contract shall be governed by Swedish law.

3 Export controls, sanctions and compliance

- 3.1 It is noted that the Products may be subject to export control and economic sanction laws, trade embargoes and related regulations issued by the EU, UN or US (collectively referred to as the "**Rules**"). The Purchaser warrants that it complies with the Rules, and undertakes to (and procure that its affiliates) refrain from selling, brokering, financing, transferring or supplying (directly or indirectly) the Supplier's products (or parts of the same) or related documents, to any person or organisation in violation of the Rules.
- 3.2 Each of the Supplier and the Purchaser represents and warrants that neither it nor its owner or any of their directors, officers, affiliates or subsidiaries are listed on any list maintained by the EU, UN or US in respect of the Rules or, to its knowledge, any similar lists maintained by any other government.
- 3.3 Each of the Supplier and the Purchaser shall hold harmless, defend and indemnify the other party, and be liable for any expense and/or damaged incurred by such party, due to any breach of the obligations set forth in this section.

4 Personal data

- 4.1 Each of the Supplier and the Purchaser undertakes to comply with all applicable data protection regulations when processing personal data under the Terms, and to take necessary technical and organisational measures to protect such personal data.
- 4.2 Personal data relating to the Purchaser and its contact persons may and will be processed by the Supplier for the purpose of executing the Terms as well as the transactions and contractual relationship contemplated thereby. The Purchaser undertakes to inform the relevant data subjects of such processing, and is responsible for ensuring that it has legal grounds to disclose the personal data to the Supplier.