

General Terms of Sale Jowat Scandinavia AB

Article 1 General Terms – Area of Application

- 1.1 Our Terms of Sale apply exclusively; we do not acknowledge any terms of the Buyer which differ from or conflict with our Terms of Sale, unless we have expressly confirmed their application in writing. Our Terms of Sale are also valid in the event that we undertake delivery to the Buyer without attaching conditions in the knowledge that the terms of the Buyer differ from or conflict with our Terms of Sale.
- 1.2 All agreements made between us and the Buyer for performance of the contract which has come into being through our order confirmation or by other means, are recorded in writing in these Terms of Sale and in the order confirmation.
- 1.3 We do not offer our goods to consumers.
- 1.4 Our terms of Sale also apply to all future business transactions with the buyer in the version valid at the time of the Buyer's order or at least in the version last communicated to the Buyer in text form.

Article 2 Offers, Prices and Terms of Payment

- 2.1 An order is to be qualified as an offer, unless it is otherwise stated in the order. We have the right to accept this offer within two weeks.
- 2.2 Unless otherwise specified in the order confirmation, our prices apply „EX Works Malmö Incoterms 2020“ including packaging. We reserve the right to modify prices reasonably if, after conclusion of the contract, reductions or increases of costs occur, in particular as a result of collective bargaining agreements or material price increases. We shall provide proof of this to the Buyer upon request.
- 2.3 Our prices do not include the statutory rate of VAT; it will be shown separately in the invoice in the amount required by law on the day of invoicing.
- 2.4 Unless otherwise agreed in the order confirmation, the selling price is due for payment net (without deductions) within 30 days of date of invoice. Payments must be made in Euro and transferred to the bank we have indicated without deductions and free of charges or costs. Determinant for the punctuality of payment is the date on which the amount has been unconditionally credited to our account. The statutory regulations regarding the consequences of late payment apply.
- 2.5 The Buyer has the right to set-off only if his counterclaims have been judicially confirmed as final and non-appealable or are undisputed or acknowledged by us. He is entitled to exercise rights of retention only if his claim is due and based on the same contractual relationship.

Article 3 Delivery, place of performance and transfer of risk

- 3.1 The delivery period shall be determined exclusively by the details given in the order confirmation, unless otherwise agreed in the contract.
- 3.2 The start of the delivery period indicated by us is conditional upon the prior clarification of all technical matters.
- 3.3 Unless otherwise agreed, our delivery dates and delivery periods are non-binding.
- 3.4 Compliance with our delivery obligation also requires that a Buyer has duly fulfilled his obligation in due time. We reserve the defence of non-performance of the contract.
- 3.5 If the Buyer is in default with acceptance, or if he is at fault for breach of other duties of cooperation, we are entitled to claim compensation for any damages we have suffered in this respect, including the refund of any extra expenses. We reserve the right to bring further claims.
- 3.6 If the requirements of 3.5 are satisfied, the risk of accidental loss or accidental deterioration of the goods for sale passes to the Buyer at the time when he is in default with acceptance or in debtor's default.

Article 4 Liability

- 4.1 Claims of the Buyer based on defects are dependent on the Buyer duly undertaking the duties of examination and notice of complaint under Sections 31 and 32 Sale of Goods Act "Köplagen" (SFS 1990:931). If possible, these complaints must be submitted before the goods enter regular processing. Each notice of complaint must be accompanied by a sample of the goods complained of. Complaints must only be submitted in writing.
- 4.2 The Buyer may not refuse to accept deliveries due to insignificant defects.
- 4.3 If the goods sold are found to be deficient, we are entitled at our discretion either to undertake supplementary performance by eliminating the defect, or to deliver a new product without defects. Our right to refuse supplementary performance in accordance with the statutory provisions shall remain unaffected.
- 4.4 Unless otherwise agreed, we shall be obliged to effect delivery free of industrial property rights and copyrights of third parties only in the country of place of delivery. Any liability on our part for any infringement of industrial property rights through the processing of our products (e.g. process patents) is explicitly excluded. Our liability for damages, whether arising from delay in delivery, defects in the goods or any other breach of contract, shall be limited to direct losses actually suffered by the Buyer. We shall in no event be liable for any indirect or consequential losses, including but not limited to loss of profit, loss of production, loss of business or loss of goodwill.
- 4.5 Our total aggregate liability under or in connection with any individual contract shall in no event exceed an amount equal to the contract value of the relevant order.
- 4.6 The seller accepts no responsibility for harm the buyer may suffer as a result of damage caused by the goods to other property belonging to the buyer, or for the consequences of such damage, whatever it may be. Nor does the Seller accept responsibility towards the Buyer for a claim for compensation from the Buyer based on a claim for damages from a third party,

including personnel employed by the buyer, as a consequence of damage to property or personal injury other than in such cases where the Buyer under mandatory law has been required to take responsibility for it and the Buyer is entitled to carry the claim to the Seller and provided that the Seller has been given the opportunity to consult with the Buyer on the

handling of the case. The Seller is responsible in accordance with mandatory law in those cases where a third party makes a claim directly against the Seller based on properties in the goods that have caused damage. However, in such cases, the Buyer shall compensate the Seller to the extent the harm has arisen as a result of the Buyer ignoring the Seller's directions for use of the goods or if the damage is otherwise due in full or in part to the Buyer's conduct or negligence.

4.7 Where liability for compensation for damages on our part is excluded or limited, this shall apply equally to the personal liability of our employees, representatives and agents.

4.8 In cases of act of God (force majeure) or of events unforeseeable at the time the contract is concluded which cannot be averted by the diligence of a prudent businessman and which make it considerably more difficult or impossible to manufacture or deliver the goods, we shall not be liable and shall be entitled to extend the delivery period by the period of the hindrance. If the Buyer cannot reasonably be expected to accept the goods because of the delay, he may immediately declare his withdrawal from the contract. If the hindrance is not only of a temporary nature, we shall also be entitled to withdraw from the contract. A partial withdrawal is equally possible. Cases of force majeure and unforeseeable events include, but are not limited to, strikes, terrorism, natural catastrophes, epidemics, pandemics, failure of the plant or machinery through no fault of our own, restriction and shortage of raw materials and operating supply items, delayed delivery by suppliers, unforeseeable disruptions of operations or delivery at our suppliers, fire and war.

4.9 The limitation period based on defects is 12 months counted from the date of delivery of the goods.

4.10 In case of an unjustified complaint, Jowat is entitled to charge the Buyer with a flat fee of 150 € for laboratory and administrative work. The Buyer has the right to furnish proof that the value of the damage was lower or that it did not occur at all. The flat fee will then be reduced accordingly. In all cases, Jowat is entitled to furnish proof of higher damage.

Article 5 Reservation of Title

The goods shall remain the property of the Seller until paid for in full, to the extent that such retention of title is valid under the relevant law.

Article 6 Technical Support and Consultation

6.1 Our technical support and consultation, any operating instructions etc. are based on practical and scientific experience. **They are, however, not binding and do not release the Buyer from the obligation to check the suitability of the goods for the intended purpose and processes by making trial bondings under everyday conditions.** Information concerning our products are average values and based on laboratory test results as well as on practical experience of our customers. **Only the contractually agreed specifications shall be deemed as agreed specifications, but no other information.**

6.2 Even if we provide technical support and consultation to the Buyer, the Buyer bears the risk for the success of his operations.

6.3 The descriptions and specifications in the brochures or other materials are for general information purposes only and are not part of the Contract.

Article 7 Rights and Confidentiality

7.1 We reserve all rights of title and copyrights to all documentation we have supplied (especially data sheets). This especially applies to any written documents described as "confidential". These may not be forwarded to third parties without our express written consent. If no contract is concluded, all documents must be returned. All intellectual property rights to goods, their manufacture, development or creation (including their improvement) are and remain our property.

7.2 Confidential information is a trade secret and is subject to secrecy. This also includes price quotations.

7.3 The Buyer is obliged to obtain our consent before stating the business relationship with us as a reference.

7.4 Chemical analyses of the products as well as any form of reverse engineering are prohibited. In the event of resale, the purchaser must ensure that the purchaser's customers also refrain from any form of reverse engineering and pass this obligation on to their customers respectively.

Article 8 Applicable Law

8.1 The courts of our registered office shall have exclusive jurisdiction; we are, however, entitled to bring an action against the Buyer at his court of domicile.

8.2 The laws of Sweden shall apply without reference to the UN Convention on Contracts for the International Sale of Goods.

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