

# GENERAL TERMS AND CONDITIONS OF SALE

for Zetatrade AB, SE5560535964 ("Zetatrade")

## 1. Scope and Parties

1.1 These general terms and conditions of sale (the "Terms") apply to all sales of products and services from Zetatrade to a customer acting in the course of business (the "Customer").

1.2 The Terms apply unless otherwise agreed in writing. The Customer's own purchasing terms and conditions shall not apply unless expressly accepted by Zetatrade in writing.

1.3 The Terms shall prevail over any conflicting information in the Customer's order or other documents issued by the Customer.

## 2. Quotations and Contract Formation

2.1 Unless otherwise stated, Zetatrade's quotations are valid for thirty (30) days from the quotation date.

2.2 A contract is deemed concluded when Zetatrade has confirmed the Customer's order in writing (order confirmation) or when delivery has taken place.

2.3 Any amendments or additions after order confirmation are binding only if approved by Zetatrade in writing.

## 3. Products, Samples and Technical Advice

3.1 The characteristics of the products are set out in Zetatrade's product sheets, data sheets or other documentation applicable at the time of the contract.

3.2 Samples, colour charts, colour indications, recommendations and technical advice are for guidance only and do not constitute a guarantee of outcome in the Customer's production.

3.3 The Customer is responsible for testing and ensuring that the products are suitable for the Customer's machines, processes and end products before full-scale use.

3.4 For orders of non-standard products, special formats, specific colours, coatings or other customer-specific solutions ("Special Products"), the actually delivered quantity may deviate from the ordered quantity by up to  $\pm 10\%$ , unless otherwise agreed in writing. Invoicing shall be based on the actually delivered quantity within this tolerance.

3.5 A quantity deviation within the scope of clause 3.4 does not constitute a defect and does not entitle the Customer to a price reduction, replacement delivery, termination or damages.

## 4. Prices, Charges and Small Order Fee

4.1 Unless otherwise agreed in writing, prices are stated exclusive of VAT and any other taxes or

governmental charges.

4.2 Zetatrade is entitled to adjust prices due to changes in exchange rates, purchase prices, customs duties, taxes or other circumstances beyond Zetatrade's control.

4.3 Freight, packaging and any environmental charges shall be added in accordance with the price list in force from time to time.

4.4 A small order surcharge applies to orders below SEK 1 000 (excluding VAT) in accordance with the price list in force from time to time.

## 5. Delivery, Transfer of Risk and Delay

5.1 Unless otherwise agreed in writing, delivery shall be FCA Sollentuna in accordance with Incoterms® (currently Incoterms® 2020).

5.2 Risk in the products passes to the Customer when the products have been handed over to the first carrier or, if collected by the Customer, when the products have been made available to the Customer at Zetatrade's warehouse.

5.3 Any stated delivery time is approximate. If Zetatrade anticipates a delay, the Customer shall be informed as soon as reasonably possible.

## 6. Inspection, Claims, Returns and Credit Notes

6.1 The Customer shall inspect the products immediately upon receipt.

6.2 Claims must be submitted in writing within eight (8) days from the invoice date.

6.3 A claim may not relate to an amount exceeding the invoiced amount for the delivery concerned.

6.4 The claim must include the order number, item number, batch/lot number (if applicable) and a clear description of the defect.

6.5 Returns may only be made after Zetatrade's written approval and in accordance with Zetatrade's instructions. If, after examination, the product is found not to be defective due to Zetatrade, Zetatrade is entitled to charge inspection, handling and return freight costs.

6.6 Remedies/compensation for an approved claim are governed by clause 7.

6.7 Printed or cut material will not be credited unless Zetatrade has accepted this in writing, e.g. where a defect for which Zetatrade is responsible has been established.

## 7. Defects, Warranty and Limitation of Liability

7.1 A product shall be considered defective only if it materially deviates from the agreed specifications or

from Zetatrade's product information applicable at the time of the contract.

7.2 In the event of an approved claim, Zetatrade may, at its sole discretion:

- a) deliver a replacement product; or
- b) remedy the defect; or
- c) credit the Customer a reasonable amount corresponding to all or part of the invoice price for the defective product.

7.3 The above constitutes the Customer's sole and exclusive remedies for defects. The Customer is not entitled to any other compensation or to terminate the purchase except in the case of a material breach of contract.

7.4 Zetatrade shall in no event be liable for indirect or consequential loss, such as production loss, loss of profit, loss of customers, loss of data, downtime costs or other consequential damages.

7.5 Zetatrade's total liability per loss event and per delivery is always limited to a maximum of the invoiced amount for the products and services that caused the loss.

#### **8. Payment Terms and Late Payment Interest**

8.1 Unless otherwise agreed in writing, payment terms are net thirty (30) days from the invoice date.

8.2 In the event of late payment, Zetatrade is entitled to default interest from the due date at the Swedish statutory reference rate according to the Swedish Interest Act (1975:635), plus eight (8) percentage points and compensation for payment reminders and debt collection costs in accordance with Swedish law.

8.3 Zetatrade is entitled to withhold delivery or require advance payment or security if there is reasonable cause to assume that the Customer will not fulfil its payment obligations.

#### **9. Retention of Title**

9.1 Delivered goods remain the property of Zetatrade until full payment has been received for the respective delivery.

9.2 The Customer may not pledge or transfer products

subject to retention of title as security for third-party claims.

9.3 In the event of late payment, insolvency, company reorganisation or bankruptcy, Zetatrade is entitled to reclaim products subject to retention of title.

Repossession shall be carried out in accordance with Swedish law, including the Swedish Enforcement Code (utsökningsbalken).

#### **10. Force Majeure**

10.1 Zetatrade is relieved from liability for failure to perform its obligations under the contract to the extent such failure is caused by circumstances beyond Zetatrade's reasonable control, such as war, governmental decisions, strikes, lockouts, major operational disruptions, fire, explosion, natural disasters, epidemics/pandemics, interruptions in transport, major disruptions at subcontractors, etc.

#### **11. Confidentiality**

11.1 The parties shall treat non-public technical, commercial or other information received from the other party as confidential and shall not disclose it to any third party without authorisation. Confidentiality does not apply to information that is publicly known or must be disclosed by law or by a decision of a competent authority.

11.2 The confidentiality obligation applies during the term of the contract and for three (3) years thereafter.

#### **12. Governing Law and Disputes**

12.1 Swedish substantive law shall govern the contract and these Terms. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

12.2 Any dispute arising out of or in connection with the contract or these Terms shall be finally settled by the Swedish general courts, with the Stockholm District Court (Stockholms tingsrätt) as the court of first instance. The parties shall first seek to resolve the dispute through negotiation or mediation before initiating court proceedings.