

ALIARO General Agreement, Terms and Conditions 2024.

These Terms and Conditions are intended to be applied upon delivery of products and associated services. These terms and conditions constitute attachment to the parties' agreement.

If it accrues contradictory information, the documents that the parties reached agreement and prepared will have precedence over these terms and conditions.

Definitions

If the context is not obviously constituting any different meaning, word and the notion shall have the meaning as follow:

Agreement

The by the parties agreed upon agreement and appendix.

Agreed specification

With Agreed specification states the demands that are stated in section 1.

Software

The standard software that supplier shall deliver according to agreement.

1. Agreed specification

Agreed specification means the demands on the Product according to the following:

- a) By the date of the signed agreement the suppliers or by their account used marketed product specification.
- b) General applied norms for corresponding products.

If there is an inconsistency between a) and b), the written order in which they occur will be valid.

2. Documentation

In the delivery it will be supplied the necessary user documentation in the form of manuals and varied instructions and guides. User documentation shall be written in Swedish or English.

3. Preparation and installation

- 3.1 The customer will ensure the installation of the product if nothing else is stated. The supplier shall provide instructions for the installation.
- 3.2 If the supplier shall perform the installation the customer should follow instructions made by the supplier and comply to the supplier instructions. Supplier will do installations in agreed location and regarding to general regulations by Swedish law.

4. Delivery day

- 4.1 Delivery day will be regarded as the day the product is leaving suppliers where house. When delivered by free shipping the is the delivery day the day the product reaches the buyer. If the buyer can't receive or retrieve the product the delivery date shall be the day the product was available for delivery.
- 4.2 If the supplier shall carry out an installation of the product, the delivery day is the day the product is installed.

4 Delivery and freight costs

- 4.1 If nothing else is agreed, the shipping term EXW (Ex Works) shall be applicable, placing the responsibility for transportation and associated costs on the buyer.
- 4.2 Shall the supplier perform the installation on site the delivery should be managed by the supplier.
- 4.3 If the supplier conducts the transportation the customer should recompense the suppliers' costs if nothing else is agreed upon.

5 Delivery delay

The customer can, by writing a letter to the supplier, cancel the purchase if it does not refer to delays in delivery that have lasted for less than 90 days.

6 Product responsibility

The product responsibility will shift to the customer upon the delivery day.

7 Price, payment

- 7.1 In the signed agreement price and fees are written exclusive to VAT and other additional taxes. The price is fixed and presented in EUR if nothing else is stated.
- 7.2 Applicable for test systems; The purchase price shall be paid with 30% at the formation of the contract and 30% when the Aliaro notifies customer that the system is ready for pickup. The next 30% of the payment shall be made when the system incl. software is delivered. 10% when all final deliverables are approved. Payment shall be made within 30 days of the delivered invoice and regarding delivery day if nothing else is stated.
- 7.3 Applicable for Products; 100% deposit due upon receipt of ALIARO purchase order

8 Delay of payment

- 8.1 If the customer fails to pay the supplier have the right to obtain interest according to Swedish law and can withhold further delivery or part of such.
- 8.2 If the customer withholds payment for more than 30 days after that the supplier has requested the customer to complete the payment. Then the supplier heaves the agreement in part or in full after notifying the buyer by mail.

9 Reservation of product

- 9.1 The product remains as the seller's property until the payment is made in full.
- 9.2 Until the ownership is transferred to the customer, the customer is obliged to protect and care for the product and not make any changes without notifying the seller.

10 Special terms for software

- 10.1 For specific software who applies under special terms of agreement this will be attached to the agreement. If this is not the case it will be packed together with software and be stated in the general agreements.
- 10.2 The customer does not own an exclusive right to software. The customer does not by the general agreement hold any ownership or copyright by the agreement, if something else is agreed.

11 Maintenance

The supplier grants access to maintenance and spare parts supports up to three years if nothing else is agreed. The supplier's maintenance is performed by the supplier's norms and prices.

12 Responsibility for flaws

- 12.1 The supplier is obliged according to the terms stated in the document below to help and solve flaws in the product mentioned in the agreement and that occurred due to not live up to agreed specification. The seller should consider the severity of the occurred issue and by their own account be responsible to solve the occurred problem.
- 12.2 The supplier's responsibility does not consist of flaws that do not compromise the function of the product or the usage of such.
- 12.3 The supplier's responsibility does not cover:
- Flaws that occurred due to changes, misuse or neglections made by the customer. This regarding too hardware and software that are not approved by seller and compromises the products function.
 - Flaws occurred by viruses or other outside attacks. If this doesn't occur due to negligence made by the seller.
 - Normal operation maintenance such due to wear and tear or updates.
- 12.4 The supplier can fulfil their obligations and implement changes in the product that due to updates are necessary. The product can't be changed in any way that changes the product regarding approved specification and agreement.
- 12.5 For the customer to claim a reclamation or fault the customer needs to report back to the supplier within a reasonable time after that the fault is detected. The customer shall be able to explain and if necessary, demonstrate how the flaw occurs.
- 12.6 The supplier is only responsible for flaws that are detected within a year of the delivery date.
- 12.7 If the customer has claimed a fault and if this turns out not be within an accepted claim, the customer will compensate the supplier for travel and workhour's according to pricelist for the supplied service.
- 12.8 If the supplier can't provide the service within the agreed timeframe, the customer has got the right to be compensated. Compensation should be made as a discount on the price. If the error/flaw is essential and the supplier doesn't fulfil their responsibility regarding the agreed timeframe and with no consideration for the customer's harm due to the fault, the customer can heave the agreement.
- 12.9 The supplier's responsibility for a flaw/error is restricted to the above mentioned if a gross negligence exists. The customer can't make other demands towards the supplier than the above stated.

13 Limitation of liability

- 13.1 The supplier is responsible for damage caused by their neglection or their employees. The supplier's liability limitations towards the customer are only for direct damage that occurs and are limited to 25 times basic amounts at the time of the damage. The basic amount is set by Swedish law 1962:381.
- 13.2 Damage claims and compensations according to such cases that are outside what is mentioned under 14.1 and where intent or gross negligence exists, be limited to 15% of the price of the product which it concerns. This limitation does not cover price reductions and interest. No party will, if intent or gross negligence exists, compensate the other party for income losses, third party damages/losses, loss of information or other indirect costs.

14 Business ethics

- 14.1 The supplier commits to applying business ethical principles.

15 Transfer of contracts

- 15.1 The supplier can without notifying the customer transfer the right to receive payment according to the agreement to the third party.
- 15.2 The agreement can't be transferred in any way or form, without the other party's accepting the transfer of agreement.

16 Resolve disputes

Disputes regarding interpretation of the meaning of this agreement and whit this connected disputes will be addressed by an arbitrator in accordance with Swedish court of law. If the dispute falls under general insurance the dispute shall be settled in a general court accordance Swedish court of law.