

# AALBERTS PROCESS TECHNOLOGIES AB

## Processing Terms

### § 1. General

1. Since we exclusively enter into agreements with traders, these general terms and conditions apply only in relation to traders and not in relation to consumers.
2. These terms apply to all current and future business relationships between the parties.
3. Deviating, conflicting or supplementary terms, known or unknown, shall not form part of the agreement unless expressly agreed in writing. We have the right to change these terms and conditions, including appendices, at any time. Assignments that have been received previously are processed in accordance with the still applicable general conditions.

### § 2. Conclusion of an agreement

1. Our quotes are not binding. Reservations are made for the right to implement technical changes to the extent that it is reasonable.
2. When an order is placed, the customer submits a binding offer to let us perform the current work (surface treatments / processing).
3. We have the right to accept the placed order within two weeks. Acceptance can be made in writing or by performing the work.

### § 3. Technical advice

1. Our technical and chemical specifications only serve as a general description of the surface treatments carried out by AALBERTS PROCESS TECHNOLOGIES AB. They do not contain a guarantee of condition or durability and do not release the customer from making their own tests, trials, and examinations.
2. The technical advice we provide to the best of our knowledge is not binding and does not release the customer from checking and reviewing the intended use himself at each delivery before processing or use.

### § 4. Delivery and nature of materials / goods

1. All goods submitted for surface treatment / processing (also called processing articles) must be accompanied by an order or a delivery note, which must contain the following:
  - a. Designation of the parts, number, special features, invoice and delivery address.
  - b. Material quality
  - c. **Explicit information if any part can't stand heat above 430 degrees Celsius.**

**Please observe the references in §§ 10 and 11!**

2. In addition, for all deliveries from abroad, the following information is required on a proforma invoice: unit price and total value, number of packages, gross and net weight, country of origin of the goods, mode of transport for dispatch and desired mode of transport for return.

3. The risk that the product sent by the customer, or the product produced by us at the specification of the customer is suitable for processing lies solely with the client, unless we have acted with gross negligence or intent.
4. The product intended for processing must be delivered by the customer on time and in a condition that makes it ready for processing (cf. § 10).
5. AALBERTS PROCESS TECHNOLOGIES AB is not obliged to examine the product intended for processing without reference to this from the customer.

#### **§ 5. Right of ownership, lien and right of retention**

1. AALBERTS PROCESS TECHNOLOGIES AB processes the goods only on behalf of the customers. The ownership of the goods always remains with the customer.
2. For our requirements according to the agreement, we have a lien on the processed goods.
3. We also have a lien on the goods regarding claims for compensation for previously performed work, spare part deliveries and other services if they are related to the agreement. For other claims, the lien applies if these claims are undisputed or have been determined by a court.

#### **§ 6. Compensation and cost estimates**

1. Prices are stated ex works in SEK excluding VAT, packaging and shipping costs.
2. The customer undertakes to pay for the work within 30 days of receipt of the goods and invoice. After the expiry of this deadline, the customer is in delay.
3. The customer is only entitled to set off with claims that have been established by a final judgment or decision or granted by us. The customer may only exercise the right of set-off if the counterclaim has arisen within the framework of the same contractual relationship.
4. When a non-binding cost estimate has been submitted and when AALBERTS PROCESS TECHNOLOGIES AB finds during processing that the work cannot be carried out unless the cost estimate is significantly exceeded, the customer shall be informed immediately. A cost estimate shall be deemed to have been substantially exceeded if it exceeds 15% of the estimate.

#### **§ 7. Unworkable service**

In the event that we are unable to carry out work due to circumstances beyond our control, the customer is still responsible for reimbursing reasonable costs that we have incurred. Liability for damage to the processing object, breach of ancillary obligations under the agreement and for damage that does not occur to the processing object itself is in such cases excluded except when this was caused by gross negligence or intent.

#### **§ 8. Transport and passing of risk**

1. The customer always bears the risk for the product, regardless of whether an injury occurs during transport to or from, or when work is performed at AALBERTS PROCESS TECHNOLOGIES AB. The customer is responsible for costs for transport to and from AALBERTS PROCESS TECHNOLOGIES AB. At the request of the customer and at his

expense, the product can be insured against insurable transport hazards such as theft, crime and damage.

2. During the processing period at AALBERTS PROCESS TECHNOLOGIES AB, there is no insurance cover. The customer has to ensure that there is insurance coverage for the product for eg fire, water and storm damage. Only at the express request of the customer and at his expense can AALBERTS PROCESS TECHNOLOGIES AB ensure that insurance coverage exists for these damages.
3. Information on delivery period and delivery time is not binding unless otherwise expressly agreed in writing.
4. The delivery period begins to run as soon as the parties have decided on all the details of the execution and the customer has provided all the information needed for the processing and the product has been delivered to AALBERTS PROCESS TECHNOLOGIES AB.
5. In the event that an explicit written agreement has been reached on a binding delivery time or delivery time, the following applies. If we are temporarily unable to fulfill our obligation due to circumstances, with us or our suppliers, beyond our control (force majeure), such as rebellion, strike or lockout, the delivery time and delivery time is extended by a period corresponding to the time for which it described disturbance is in progress.

#### **§ 9. Acceptance of processing**

1. The customer shall immediately after delivery inspect the product and complain about any defects or deficiencies regarding the scope, nature, or quality of delivery. Surface-treated goods, not finished by AALBERTS PROCESS TECHNOLOGIES AB, are accepted as defect-free if no written complaint has been made within seven days of delivery. This also applies to surface layer treatments for which no finishing work is necessary or agreed. Goods that have been post-processed by customers or on their behalf by a third party, fall, since this can't be checked, outside any fault liability or guarantee. If the customer refuses to accept delivery of the product due to it being encumbered with material defects, AALBERTS PROCESS TECHNOLOGIES AB has the right to remedy the defect. AALBERTS PROCESS TECHNOLOGIES AB may refuse to remedy if the quality of the surface layer corresponds to the stated and foreseeable purpose according to AALBERTS PROCESS TECHNOLOGIES AB's technical experience. Acceptance of the product shall be deemed to have taken place upon receipt and use of the processed product without any objection being made, the same applies when the customer paid for the work.
2. Receipt / acceptance related costs shall be borne by the customer.
3. Should the customer be in delay in receiving the product, the customer has to pay for storage costs. If there is a delay in receiving the product, acceptance is considered to have taken place two weeks after the customer has been notified that the product was ready.

#### **§ 10. Liability for defects with our coatings**

1. AALBERTS PROCESS TECHNOLOGIES AB shall ensure that the machining / surface treatment is in accordance with the agreed specifications and scope.

2. AALBERTS PROCESS TECHNOLOGIES AB rectifies the errors that the customer has complained about in writing. The customer has the entire burden of proof to show that all the conditions for claims are met, especially to show that an error exists, when the error was discovered and that a complaint has been made in a timely manner. If a customer wants to claim damages after a failed remedy attempt, the compensation is limited to the value of our surface layer service (§ 11 para. 2 to 4 applies by analogy).
3. If the customer does not complain within twelve months of acceptance, the customer loses the right to invoke processing errors.
4. The nature of the service is regulated exclusively in AALBERTS PROCESS TECHNOLOGIES AB's product description. Public statements, advertisements or the like do not constitute agreed specifications.
5. The written complaint must contain in particular; item description, description of the defect, number, delivery date, delivery note number, order number and final inspection ID.
6. The customer receives no guarantee from us in the legal sense. Manufacturer guarantees, however, remain unchanged. We never give a guarantee for unusual loads. Liability is excluded for damages that arise due to influences that were not known to us during the performance of the work or foreseeable, damages that arise through non-professional treatment or mechanical influences.
7. Since the protective effects from the surface treatment are significantly affected by the properties of the product, the customer has to ensure that the product is delivered in a condition which is suitable for the surface treatment. In particular, sweat residues, duplications, joints, scratches and the like must be avoided or removed. Damage that occurs due to the condition of the product not being suitable for surface treatment will be a burden on the customer. The same applies when our surface layer does not adhere or adheres poorly due to poorly soluble preservatives, hardeners, and oxide layers, if we could not have known this. Damages due to the use of raw material quality other than those provided for sample stratification are not our responsibility. Color indications, based on eg RAL, or indications of course and gloss level are always, even when confirmed by AALBERTS PROCESS TECHNOLOGIES AB, an approximate information. Deviations in color, gloss, or course within what is tolerated in the industry are not considered a fault; this also applies to delivery based on samples.
8. The customer has to investigate for himself whether the surface layer can withstand unusual stresses in the form of exposure to seawater, chemicals, high temperatures and the like.
9. We take no responsibility for any shape changes, measurements or fitting accuracy, cracks or the like that have arisen through the processing. We are not responsible for work-related sorting and insufficient quantities of small parts up to 3%.
10. Costs based on several pieces given by the customer, we must charge the customer, if delivery of the specified number of goods is not fulfilled. For ordered special devices such as lids and coating devices, the customer will only be charged costs.
11. Notwithstanding what has been stated previously, complaints will not be accepted in the following cases:

- a. In the case of transport and assembly damage and repair work performed by or on behalf of the customer if the parties have not agreed that the customer has the right to perform such repair work.
- b. In the case of damage caused by contact with patenting paint, sealants, cleaning agents and cleaning processes (such as autoclaves and steam jets) and damage caused by contamination of raw parts with silicone-containing or similar products or by over-greasing the product or over-oiled.
- c. In the case of non-professional construction or construction that is not suitable for surface treatment.
- d. If the processed product is placed in a place where it is under the direct influence of salt water, chemical industry or other aggressive emissions that emit harmful substances.
- e. For use in violation of AALBERTS PROCESS TECHNOLOGIES AB's recommended use of the product or for non-professional processing of the product by counting, bending or other molding processes, for processing with incorrect tools or by unqualified personnel for the work. As recommended use, AALBERTS PROCESS TECHNOLOGIES AB's product description applies unless otherwise agreed in writing.
- f. In the customer's delivery of incorrect, e.g. rusty or oxidized, products or products having laser cutting edges. If a faulty product is delivered by the customer to AALBERTS PROCESS TECHNOLOGIES AB and extra work is therefore required or desired from AALBERTS PROCESS TECHNOLOGIES AB in addition to what has been agreed, the customer shall reimburse AALBERTS PROCESS TECHNOLOGIES AB for additional costs in addition to the agreed price.
- g. In surface layer treatment of pre-painted surfaces, cast parts, partially galvanized products, regardless of origin, the treatment takes place, due to the fact that AALBERTS PROCESS TECHNOLOGIES AB can't affect the substrate, always at the customer's own risk.
- h. When processing resulting sorting's due to shape changes, cracks or the like or encroachment on the measuring or fit for moving parts, no responsibility can be taken.
- i. In case of gas emissions, connection problems and uneven surface due to the nature of the substrate.
- j. Claims from customers due to excessive air and / or dam intake can only be claimed for products in new condition and which due to their surface enable a flawless surface treatment. No liability is accepted for defects on the surface.

## § 11. Limitations of liability

1. AALBERTS PROCESS TECHNOLOGIES AB takes no responsibility for the surface layer treatment ordered by the customer being suitable for the purpose intended by the customer. The risk of incorporating surface-treated parts into safety-relevant areas in machines and vehicles is borne by the customer. The customer is responsible for complying with statutory requirements regarding the incorporation of parts in vehicles and machinery. The customer is responsible for obtaining and maintaining the necessary operating permits for vehicle parts that have been surface-treated by AALBERTS PROCESS TECHNOLOGIES AB. AALBERTS PROCESS TECHNOLOGIES AB is not responsible for damage caused by the incorporation of surface-treated parts into machines, ships or aircraft. AALBERTS PROCESS TECHNOLOGIES AB is not responsible for damage caused by chemical, thermal or mechanical effects on the surface layer. This also includes friction damage through bearings or seals.
2. In the event of damage caused by simple negligence (ie negligence that is not gross), our liability is limited to foreseeable, typical and direct damage to the product. This also applies to simple negligence on the part of our agents or legal representatives.

3. We are not responsible for damages due to breach of non-primary obligations under the agreement caused by simple negligence.
4. The limitations stated do not apply to claims due to product liability. Furthermore, the limitation does not apply to bodily and health injuries or deaths of the customer that is to be traced to us.
5. The customer's claim due to errors is statute-barred after one year. However, this does not apply if the damage was caused intentionally.
6. The customer is solely responsible for all use of the product processed by us. We are not liable for damages that arise due to processing or use of the delivered product. We are not responsible for the product being suitable for use in the manner intended by the customer.

## **§ 12. Final terms**

1. German law applies to the agreement. International Purchase Law (CISG) shall not apply.
2. The court where AALBERTS PROCESS TECHNOLOGIES AB has its seat shall have the exclusive right to hear all disputes that arise because of this agreement.
3. Should any provision of the agreement with the customer, including these general terms and conditions, be completely or partially invalid, this shall not affect the validity of other provisions. The invalid provision shall be replaced by a valid provision corresponding to the common intention of the parties.
4. Our customers agree that we process, save and evaluate data that we have received in connection with the business relationship in accordance with the Personal Data Act. Our personal data is processed in accordance with applicable law. We save and use our customers' personal data only to be able to handle orders and complaints. Personal data is not transferred to third parties. The customer has the right to information and to have saved data corrected, blocked for availability, or deleted. Requests for this are sent to the following address: [loddekoping@aalberts-pt.com].

Löddeköpinge, 1 January 2022