

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

These general terms and conditions of sale ("**GTCS**") apply to any order ("**Order**") placed by a customer ("**Customer**") to Träullit Aktiebolag, a limited liability company incorporated and existing in Sweden, with reg. no. 556064-0806 and with its registered address at Fabriksgatan 02, 573 74 Ydre Sweden ("**Company**") for the sale of any and all Company's products and/or services ("**Products**"), unless otherwise agreed in writing between the Company and the Customer.

These GTCS are effective from 05/11-2024 and supersede any earlier general terms and conditions of sales. The Customer waives the application of its general conditions of purchase and shall not invoke any other documents such as catalogue, brochures or samples issued by the Company, which shall be regarded only as having an indicative value. The Company reserves the right to modify the present GTCS at any time without giving any prior notice to the Customer. The modified version shall enter into force immediately.

In these GTCS, the following terms shall have the meanings hereunder assigned to them:

"**Contract**" means the contract for supply of Products incorporating these GTCS and any special terms agreed in writing between the Company and the Customer.

"**Party**" means the Company or the Customer individually, and "**Parties**" means the Company and the Customer jointly.

2. ORDERS AND ACCEPTANCE

2.1 All Orders placed by the Customer with the Company will be effective only when accepted by the Company in writing in an order confirmation ("**Order Confirmation**"). The Order Confirmation will contain both a description of the Products ordered, the references, the quantity, the price payable and time for delivery and will be deemed to have been received by the Customer two (2) working days after being sent. In the event of any discrepancy between Order and Order Confirmation, the content of the documents shall prevail in the following order:

- Any special terms agreed in writing between the Company and the Customer;
- The GTCS;
- The Order Confirmation; and
- The Order.

2.2 In case of request for modification or cancellation of any Order by the Customer after receipt of an Order Confirmation, and even if the expected delivery date is distant in time, the Company is entitled to charge the Customer any and all costs incurred in connection with such change or cancellation, and notably those costs related to the start of manufacture of any non-standard Products. Any advance payments may be retained by Company to cover the costs incurred as a result of the cancelled order with any excess advanced payment (after all costs of production have been deducted) being returned to the Customer.

2.3 The Customer is responsible for the accuracy of any custom design, drawings or particular specifications relating to the Products, that the Customer provides to the Company. The Customer must also provide all necessary information to the Company with sufficient notice to enable the Company to perform the Contract.

2.4 If the Company performs any measuring to the benefit of the Customer, this is to be considered solely as a mere service which the Company will not be liable for.

3. PRICES AND PAYMENT TERMS

3.1 The price of the Products shall be the price applicable at the date of delivery of the Products unless a fixed-price quotation is agreed between the Parties in writing. Unless explicitly stated otherwise, quoted prices are calculated Delivered At Place Incoterms 2020 (DAP). Quoted prices are exclusive of VAT and any other taxes, duties and other levies that may apply from time to time.

3.2 Prices listed or quoted are based on costs prevailing at the time when the prices are given or agreed. Notwithstanding the foregoing, in the period

running from the date of Order Confirmation until delivery, the Company reserves the right to pass on additional charges in respect of all increases in the cost of labor, materials, plant, overheads and other taxes or duties outside Company's control.

3.3 Prices listed or quoted are applicable to the quantity specified by and in the information provided by the Customer at the time of the Order. In the event of Orders being placed for lesser quantities than originally agreed between the Parties or if there is any change in specifications or delivery dates, or if delay is caused by the Customer's instructions or lack of instructions, the Company shall be entitled to adjust the price of the Products as ordered to take account of the variations.

3.4 Unless otherwise agreed in writing, payment shall be made within thirty (30) calendar days after the date of invoice. Payment shall be effected in the currency set out in the Order Confirmation.

3.5 Whatever the means of payment used, payment shall not be deemed to have been effected before the Company's account has been irrevocably credited for the amount due.

3.6 In the event of a non-payment, even in part, of one of any agreed instalments, the total of the sums due, for whatever reasons, will become due immediately. Besides, without prejudice to any other right or remedy available to Company, Company shall be entitled to charge the Customer interest on the amount unpaid at the European Central Bank's main refinancing rate, increased by ten (10) percentage points until actual payment on all overdue accounts and / or set-off any amounts Company owes to the Customer by way of rebate payments or any other monies due from Company to the Customer against any monies owed by the Customer to Company.

3.7 In case of any delay in payment, partial payment or the Customer's failure to execute its obligation or serious doubts on the Customer's solvency, the Company reserves the right, without notice, (i) to change the payments terms or request financial guarantees, or (ii) to change the cap of the Customer's outstanding debts and/or (iii) to refuse or cancel any Order placed or to suspend deliveries of all outstanding Orders, without any damages or any other kind of indemnification or compensation due to the Customer.

3.8 In any case, any claim for defect of the Products shall not suspend or delay the payment of the Products or authorize the Customer to make partial payments. All payments are to be made without deduction or set-off from any sums owing or due from the Company.

3.9 The Company shall be allowed at all times to set off any debt or claim of whatever nature that the Company may have against the Customer against any sums due from the Company to the Customer including by way of rebate payments or any other monies due from Company to the Customer.

4. DELIVERY AND INSPECTION

4.1 Unless otherwise agreed in writing between the Company and the Customer, delivery shall be made DAP Company facility, or according to the delivery terms indicated in the Order Confirmation, as per the Incoterms 2020. Estimated lead-times are indicated in the Order Confirmation. The Company shall not be held responsible for late deliveries and/or partial deliveries, and the Customer shall not be entitled to claim any damages or compensation and/or cancellation of the Order.

4.2 Without affecting any rights the Company may have against the Customer for failure to accept delivery, if for any reason the Customer is not able to accept delivery of the Products (i) at the date indicated in the Order Confirmation or any other agreed date or (ii) at any later date indicated by the Company further to the Customer's failure to accept delivery on the initial date, then the Company shall be entitled to terminate the Contract in whole or in part and/or charge the Customer additional costs of extra handling, transport, storage and/or disposal of the Products. In case of storage, Products will be stored at the Customer's risks until delivery. The Company is entitled to charge any partial delivery requested by the Customer.

4.3 The Company determines the type of packaging of the Products.



4.4 Except if otherwise agreed between the Parties, the Products transit at the Customer's own risks. The Company shall not be liable in case of delay, damage on, loss or partial loss of the Products, during the loading, carriage and unloading of the Products. The Customer shall bring its action or claim directly against the Customer's carrier.

4.5 Upon delivery or collection, the Customer shall inspect the Products and report any damage, apparent defect or non-compliance, and/or loss to the Company and the carrier (by mentioning it on the consignment note or any delivery document) in the form and within the time limits provided for under applicable law. This notice must be made within a maximum of forty-eight (48) hours following delivery or collection with a detailed description of type of defect / damage and photographic documentation. Should the Customer fail to give notice within the aforementioned time, the Products shall be deemed to have been accepted by the Customer. In any case, payment of all the delivered Products will be due.

5. RETENTION OF TITLE

5.1 The Products remain company's full property until full payment of the price, notwithstanding any provision to the contrary.

5.2 Notwithstanding this retention of title, as soon as the Products have been delivered to the Customer or handed over to the carrier, the Customer becomes the guardian and bears the risks (e.g. loss, damages, ...) attached to it. The Customer shall keep the Products in such a way that they cannot be confused with other material, and in particular preserve the identification marking.

5.3 In the absence of full payment, the Customer undertakes to promptly return the Products at its own costs and will bear any costs of repair, if any.

5.4 In all cases in which the Company is required to enforce the retention of title, any advance payment made can be retained by the Company and be offset against any costs of recovery of the Products and lost profit on the onward sale of the recovered Products.

5.5 The Customer shall, at the request of the Company, assist the Company in taking any measures necessary to protect the Company's title to the Products.

5.6 The retention of title under this Article shall not affect the passing of risk in accordance with Article 4.

6. WARRANTY

6.1 Unless the Company has explicitly agreed in writing that a separate commercial warranty shall apply for the Products, the Company only warrants that the Products comply with their specifications and are free from defect attributable to faulty design, materials or workmanship. The Company makes no other warranty, either express or implied regarding the Product, including, but not limited to, implied warranties of performance, merchantability, installation and/or fitness for a particular purpose.

6.2 No responsibility or liability shall be accepted for any statement, representation, warranty or otherwise made by any of the Company's representative, agent or distributors.

6.3 The Customer acknowledges that he is aware of the technical characteristics of the Products as well as their conditions of use and application, defined in particular by the rules of the art and any current technical documentations or recommendations. For the avoidance of doubt, the Customer shall conduct prior and sufficient tests and/or obtain such recommendations to verify that any customised Products requested by the Customer meet its requirements.

6.4 The warranty period of the Products is one (1) year starting from the delivery date of the Products to the Customer or collection date if collected on behalf of the Customer.

6.5 However, warranty is excluded and the Company shall not be liable:

- a) in case of damage on the Products after delivery (e.g. accidental damage or deterioration resulting from improper handling or defective transport), and/or in case of an apparent defect or non-compliance not reported on delivery as per Article 4.5,
- b) in case of use of the Products not in furtherance with their specifications, such as recommended installation/assembly instructions, any special warranty information, indoor environment conditions, other information provided by the Company, or by any applicable regulation or standards,

- c) for in case of colored stains and areas on the finished surface due to exposure of direct sunlight on the acoustic boards before acoustic plaster is applied,
- d) in case of improper storage or maintenance operations, such as cleaning operations (e.g. cleaning with abrasive products or chemicals),
- e) if changes are made to the Products by the Customer or any other third party without the prior written consent of the Company (including, without limitation, post processing, improvement or repair work),
- f) in case of damage arising out of materials provided, or a design stipulated or specified, by the Customer, unless approved otherwise by the Company in writing,
- g) for normal wear and tear.

6.6 The Customer shall notify the Company in writing of any defect within three (3) working days maximum from its discovery date. However, where the alleged defect is such that it may cause any kind of damage, the Customer shall immediately inform the Company in writing and take any action to minimize the damage. The notice shall contain a detailed description of the defect. If the Customer fails to notify the Company in writing of a defect within the time limits set forth in this Article, the Customer shall lose its right to have the defect remedied.

6.7 The Customer shall at its own expenses provide access to the Products for inspection by the Company.

6.8 In case of Product proved to be defective, the Company is entitled, at its sole discretion, and as a sole and exclusive remedy, to perform any of the following

- a) replace the defective Products, by delivering a replacement product to the Customer,
- b) repair the defective Products,
- c) grant a discount to the Customer, or
- d) take back the defective Products against reimbursement (notably where the defect is so substantial as to significantly deprive the Customer of the benefit of the Contract as regards the Products).

All other claims under law, contract, tort or any other legal notion against the Company based on such liability for defects shall be expressly excluded, except where the Company has been guilty of gross negligence or willful misconduct.

6.9 Any ancillary costs, such as removal and reinstallation costs, shall be borne by the Customer, except if otherwise agreed with the Company. In particular, unless otherwise agreed, the Customer shall bear any additional costs which the Company incurs for remedying the defect caused by the Products being located in a place other than the destination stated in the Contract or – if no destination has been stated – the place of delivery.

6.10 In case of replacement, the Company may substitute defective Products by any comparable quality or price range products if the original Products are no longer available. In addition, as the visual appearance of the surface of the Products may vary slightly depending on the manufacturing date and their ageing over time, the Company cannot guarantee the replacement of the Product in a visual appearance of the surface perfectly identical to the first delivery.

Except if otherwise requested by the Company, defective Products which have been replaced shall remain the Customer's property and the Company shall have no obligations with respect to scrapping, removal of waste etc. of such defective Products.

6.11 When a defect has been remedied, the Company shall be liable for defects in the repaired or replaced Product during the remaining time of the initial warranty period, that shall not be extended with respect to any repaired or replaced Products.

12. For the avoidance of any doubt,

- the Company will not accept any claim for defect after the end of the warranty period specified in Article 6.4, and
- the Company will not accept any further claim regarding Products where a discount has been already granted to the Customer as per Article 6.8 c).

7. LIMITATION OF LIABILITY

7.1 Notwithstanding anything to the contrary in the GTCS or any other documents included in the Contract, the Company shall not be liable for any special, consequential or indirect damages, or costs, whatsoever (including, without limitation, loss of production, loss of profits loss of



revenue, loss of use, and loss of contracts) to the maximum extent permitted by applicable law.

7.2 Without prejudice to any other provisions in these GTCS, in any event the Company's total liability for any one claim or for the total of all claims arising from any one act of default on the Company's part (whether arising from the Company's negligence or willful misconduct) shall not exceed the purchase price of the Products the subject matter of any claim.

7.3 Nothing in these conditions shall exclude or restrict the Company's liability for death or personal injury caused by the negligence of the Company or fraudulent misrepresentation.

7.4 These limitations on potential liabilities have been an essential condition in setting the Products prices.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Unless expressly provided otherwise, the intellectual property rights held by the Company, or by one of the Saint-Gobain group's direct or indirect subsidiaries, in particular plans, computer files, technical and commercial documentation, specifications, test results, photographs, samples, prototypes, studies, reports, correspondence, patents, models and drawings, trademarks ("**Elements**"), remain the exclusive property of the Company and/or the Saint-Gobain Group.

8.2 The Customer undertakes to use these Elements faithfully, without distortion or adaptation and within the strict limits of the agreed purpose.

Consequently, the Customer agrees not to:

- transfer or distribute these Elements without the Company's prior written consent; and/or
- make any use of the Elements that would be prejudicial or that would damage the Company and/or the Saint-Gobain group's image.

9. FORCE MAJEURE

9.1 The Company shall be entitled to suspend performance of any of its obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the Company such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, governmental acts, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Article.

9.2 In such event, the Company shall inform the Customer about any Force Majeure event as soon as reasonably practicable following its knowledge of such event. If the circumstances preventing the Company from performing its obligations are still continuing three (3) months after receipt of the notice, either Party may give notice to the other terminating the concerned Order(s). In such case, and as a sole remedy, the Company shall refund any payment made by the Customer on account of the price of the Products not being able to be delivered after receipt of the notice.

10. COMPLIANCE

10.1 The Customer undertakes to comply with all applicable laws and regulations, in particular but without limitation : (i) employees' rights (including worker health and safety and the prohibition of forced labour and child labour), (ii) environmental law, (iii) those relating to financial probity (which include without limitation the prohibition of any act of corruption), (iv) competition law, (v) economic sanctions, import and export control regulations (including not to resell or otherwise transfer the Products to any individual or entity if it could result in a violation of such regulations). The Company is entitled to reject and/or suspend any order, without liability, if any new regulation renders the performance of its contractual obligations unlawful or exposes the Company to sanctions.

10.2 The Customer further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Company upon request. Failure to answer such request entitles the Company to suspend its contractual obligations, without prejudice to its other rights and without any liability to the Customer.

10.3 The Customer acknowledges that it has been informed of the Company's professional alert system, which is accessible at: <https://www.bkms-system.com/saint-gobain>.

11. PROTECTION OF PERSONAL DATA

11.1 The Company proceeds to a computerized treatment of its Customers' data for the management of Orders.

11.2 The personal data collected within this framework (Customer's business name, first and last name of Company's contact at Customer's, e-mail address, business telephone or fax number) are strictly necessary for the execution of the Contract and allow the Company to manage the execution of the Order, the delivery, the invoicing and the recovery.

11.3 These data are kept throughout the duration of the commercial relationship and within the limit of the legal retention periods.

11.4 The recipients of the data are the Company's customer services, trade, invoicing and recovery departments as well as its subcontractors in charge of the delivery and sending of invoices.

11.5 In accordance with the applicable regulations on the protection of personal data, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, Customer has the right to access, rectify, delete and oppose the personal data concerning him, which he can exercise by sending an e-mail to: info@traullit.se or by writing to: Trällit AB, Fabriksgatan 02, 573 74 YDRE

12. APPLICABLE LAW AND DISPUTES

12.1 These GTCS shall be governed, construed and interpreted in all respects according to the laws of Sweden, without any reference to its conflict of law principles and disregarding the United Nations Convention for the International Sale of Goods (CISG).

12.2 Any dispute, controversy or claim arising out of or in connection with these GTCS, or the breach, termination or invalidity thereof, shall be settled by the competent Court of Helsingborg, Sweden, as the first court of instance.

13. MISCELLANEOUS

13.1 If the whole or any part of any provisions of these GTCS are invalid or unenforceable at law, all the other provisions of these GTCS shall remain in full force and effect and the Parties shall negotiate in good faith to agree and implement one or more substitute provisions having similar effect so far as the law permits.

13.2 The failure of either Party to enforce at any time, or for any period of time, the provisions of or the rights under the GTCS, shall not be construed as a waiver of such provisions or of the right of such Party thereafter to enforce each and every provision, except to the extent explicitly waived in writing

13.3 Any notice shall be sent in written and transmitted by hand, registered letter, or by email, with acknowledgement of receipt, to the address of either Parties as indicated in the Order Confirmation.

13.4 The rights and obligations of the Parties hereunder may not be assigned or transferred, in whole or in part, to a third party without the prior written approval of the other Party. Any breach of this paragraph shall not be binding on the other Party, and the assigning Party shall remain responsible for the performance of its obligations under these GTCS. Notwithstanding, the Company may assign or transfer rights and obligations to any affiliate of the Company, without prior written approval.



Trällit AB

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