TERMS AND CONDITION OF SALES

GENERAL

These General Terms and Conditions of Sale apply when Dahl Sverige AB, company registration no.556287-0229 (*Dahl*) supplies Products and are an integral part of the *Contract* between you, the purchaser (*Purchaser*) and Dahl, each individually also referred to as a *Party*. *Product* means all products, materials and goods (by article number) that Dahl offers in each *Product Group* from time to time.

Definitions. In these General Terms and Conditions of Sale, the terms Dahl, Purchaser, Contract, Party, Product and Product Group shall have the meanings ascribed to them above.

Applicable standard contract. AA VVS 09 shall apply unless other standard contract applies as set out below, or has been agreed between the Parties or specified in an order confirmation or any other document. For purchases of Products within product group KA and KX, Kyla22 together with Dahl's special terms and amendments to Kyla 22 shall apply instead. For purchases of Products within the VA Product Group, ABM 07 shall apply, and for purchases of Products within Product Groups IA and IB, NL 17 applies instead. In the event of conflict between the content of these General Terms and Conditions of Sale and AA VVS 09, ABM 07, Kyla22, NL17 or any other agreement, these General Terms and Conditions of Sale take precedence.

Product Group	Product Area
KA and KX	Refrigeration and Refrigeration Special (Sw. Kyla och Kyla special)
VA	Pressure pipe systems, PE pipes and fittings, gravity drainage systems (water and sewer), culverts, drainage and cable ducts, geotextiles and insulation, plastic chambers and covers, waterworks valves and fittings, surface water drainage covers and raising rings, on-site wastewater systems, grease and oil separators, pump stations
IA and IB	Industrial pipes and pipe fittings, industrial valves

Refrigeration Certificate. When purchasing Products that require a refrigeration certificate for installation, the Purchaser guarantees that they will be installed by a certified/qualified person or company.

CONDITIONS OF CARRIAGE

Delivery clause. Unless stated otherwise, delivery clause DDP (Delivered Duty Paid) (Incoterms 2020) at a named place of destination unloaded shall apply to all domestic deliveries from Dahl's central warehouse. Direct deliveries from a supplier are subject to EXW (Ex Works) (Incoterms 2020) at a specified place. The Purchaser and Dahl may agree that Dahl will organise delivery and carriage of direct deliveries.

Regardless of whether the Purchaser requests Dahl to arrange transport, the conditions of EXW shall apply in full. This means, among other things, that the Purchaser continues to bear the risk for the Product from the moment it is made available at the agreed location in accordance with EXW, and that the Purchaser is responsible for covering the cost of transport. The Purchaser also accepts the carrier appointed by Dahl to carry out the transport. Dahl only works with reputable carriers.

The Purchaser must always, and no later than in connection with a call-off, notify Dahl of any restrictions at and in connection with the specified place of delivery in terms of carriage.

Dahl can provide a number of different additional services in connection with the delivery of goods. Requests for additional services must be made when orders are placed, and the Purchaser will be told whether the additional service can be provided for the selected date and place of delivery. Local variances may occur.

Additional services

Service	Price
Unloading by crane (at 4–9 m)	SEK 945
Unloading by crane (above 9 m)	SEK 3 150
Delivery before 07:00	SEK 990
Delivery before 09:00	SEK 680
Time-specified 09:00–16:00 (+/-30 min)	SEK 1 150
Time-specified 16:00–23:00 (+/-30 min)	SEK 1 890

Failed delivery. Dahl shall charge the Buyer SEK 650 for failed delivery. A failed delivery occurs when the agreed delivery cannot be completed because the recipient is

not present or is otherwise unable to acknowledge receipt of the delivery, or when the conditions for safe unloading are not met.

Climate Fee. Unless agreed otherwise, the following applies to deliveries from Dahl's central warehouse:

- A climate fee of SEK 225 shall be charged for all orders with a net value of less than or equal to SEK 2,500.
- If the Purchaser has several orders, each for less than SEK 2,500, with the same delivery date and the same delivery address, with the same customer number and/or item number, and the total net value of these orders is less than SEK 2,500, only one climate fee will be charged for all the orders.
- If the Purchaser has several orders, each for less than SEK 2,500, with the same delivery date and the same delivery address, with the same customer number and/or item number, and the total net value of these orders is over SEK 2,500, no climate fee will be charged. Nor will any climate fee be charged for deliveries of back orders.

All carriage costs and climate fees specified in these General Terms and Conditions of Sale apply on condition that deliveries take place to the Purchaser's delivery address (i.e. to the Purchaser's warehouse, store or similar) or to the Purchaser's temporary workplace as specified as the delivery address in the order. In the event of deliveries to other delivery addresses or deliveries to customers at multiple addresses, Dahl shall have the right to charge the Purchaser for all additional costs associated with such a delivery. Charges for this will be in accordance with the agreed price list.

Climate fees and other charges may apply for direct deliveries and special order goods.

Warehouse express. Orders placed for collection from any Dahl Center or other specified collection point. Goods must be collected within 20 days of being made available for collection. After this time, they will be returned as per the returns provisions, unless agreed otherwise.

Store express. SEK 95 is charged for express collection. The cost of sending goods by courier varies from place to place.

Load carriers – pallets and pallet collars. Load carriers will be charged for and credited by Dahl as per the following price list:

Type of load carrier	Price on delivery (SEK)	Return
Full pallet	SEK 175	SEK 90
Half pallet	SEK 100	SEK 50
Collar, full pallet	SEK 125	SEK 65
Collar, half pallet	SEK 75	SEK 35
Special pallet	SEK 185	No return
One-way pallet, full/half	SEK 70	No return

Full/half pallet is a mix of A pallet, B pallet and construction pallet. Special pallets are for shower walls, baths, radiators and drains/culverts. Return payment is when pallets are returned at the time of delivery. Up to the same number of units delivered of each type may be returned. Load carriers must be available at the unloading site. All units returned must be in usable condition.

If there is a request to return larger quantities, an agreement is made on separate collection. Special return payments apply in such cases. A fixed charge of SEK 500 per collection is always made.

Non-standard prices may apply for direct deliveries from Dahl's suppliers.

PRICING

Current price list. Unless agreed otherwise, the Purchaser will pay the price for each Product specified in Dahl's price list on the date of delivery of the Product to the Purchaser. Dahl's current price list is published on www.dahl.se.

Day price. For Products in the following Product Groups, the day price listed on www.dahl.se shall apply.

Product Group	Designation
DB10, DB12, DB16 and KA29	Copper pipes
EA50 and EB	Brazing and soldering materials
EK10, FK10 and GK10	Iron goods Optimera
FA20	Cabling
FH20	Other workplace equipment
FJ20	Chem/Fuel
FX20	Media and electronics

Product Group	Designation
GA16	Clips and straps
HE31	Geotextile
IA10	Steel pipes
IA15 – IA16	Stainless pipes
IA17 – IA22	Stainless parts
IA24 – IA26	Carbon steel pipes
IA28 – IA32	Carbon steel parts
IA36	Hydraulic pipes
KA32 and KA34	Refrigerants and oils
LA10	Well drilling Altech
LA20 and LA40	Glycol and refrigerants

Discounts. Any discounts in relation to the applicable price list are specified in the agreement between Dahl and the Purchaser and in the associated discount letter. No discount is granted on Products that are net-priced. Dahl reserves the right to continuously adjust the Purchaser's discount letter.

VAT. All prices are stated exclusive of VAT, unless explicitly stated otherwise.

Terms of payment. Payment must be received by Dahl no later than on the due date. In the event of late payment, interest on arrears will be charged at a rate thirteen (13) percentage points above the applicable reference rate. In the case of a payment reminder, the statutory reminder fee will be charged. The Purchaser shall not be entitled to set off any counterclaim against Dahl and shall not be entitled to withhold the purchase price, or any part thereof, on the basis of any counterclaim whatsoever.

Invoice charge. No charge is made for invoices provided by email or EDI. A charge of SEK 50 per invoice is made for hard copies.

Additional charges. Dahl reserves the right to charge and invoice the Purchaser for any additional costs incurred, including, without limitation, customs duties, and any other charges arising in connection with the importation, or delivery of the Products.

CERTIFICATE AND TEST COSTS

Charges are made for test certificates as per the prices below.

Product Group	Product Group Designation
EN 1024 test certificate 3.1	SEK 100/item
Test certificate 3.1 requested after delivery	SEK 125/item
Certificate from external inspector	Dahl's cost price

CERTIFICATES

If the Purchaser requests a certificate, Dahl will make a special charge of SEK 100 per order line.

EQUIPMENT HIRE

Unless agreed otherwise, the Purchaser shall pay rental according to the current hire price list and under the applicable terms of hire.

INTELLECTUAL PROPERTY

The Purchaser does not have the right to use any of Dahl's intellectual property or any other information belonging to Dahl (such as product descriptions on Dahl's websites, in Dahl's product sheets or similar) without Dahl's express written consent. Nor is the Purchaser permitted to create the Purchaser's own intellectual property rights and information or to draw up the Purchaser's own product descriptions which are similar to Dahl's, and which may mislead or cause confusion with Dahl's intellectual property rights or other information.

RETURN PROVISIONS

Applicability. This section governs the Purchaser's right to return goods that are not defective. In the event of defects, the provisions of the applicable standard agreement or any other agreed terms regarding Dahl's liability for defects, the Purchaser's inspection upon receipt, complaints, and other related matters shall apply instead.

Conditions. Each return must be preceded by an agreement between the Purchaser and Dahl. Dahl will accept returned goods if the Purchaser can document where and when the Product was purchased by reference to an order, invoice or delivery note. Products that are not stocked by Dahl may be returned only after the return has been accepted by Dahl's supplier.

The following criteria must also be met for the Purchaser to be entitled to return a certain Product (right of return):

- the Product was purchased from Dahl;

- the Product is as new and is in undamaged original packaging; and the Products in the same return shipment are packaged as separate items, in separate boxes/bags and otherwise in such a way that transport damage is prevented.

Time limit. The right of return is limited in time. Goods must be returned within one (1) year after they were delivered to the Purchaser.

Return deductions. Unless agreed otherwise, the following deductions are made in connection with returns:

- A fixed charge of SEK 250 per order per return.
- A deduction of not less than 20% calculated on the basis of the price of the relevant Product as stated in the original invoice.
- In addition, for Products that Dahl does not stock (special order goods), Dahl is entitled to make an additional deduction equivalent to the amount Dahl pays as a return deduction to Dahl's supplier, plus the cost of return shipment from Dahl to Dahl's supplier.

Products that are not accepted as returns. Dahl does not accept the following Products as returns:

- Consumables (for example, screws, bolts, etc.) in opened packaging.
- Products for which the total value of the return order is under SEK 500.
- Convectors fitted radiators and other fitted goods (except standard washbasin packages that are stocked).
- Charge goods and other products that require a certificate of traceability if the traceability of such a product is not guaranteed.
- Products adapted for the Purchaser, for example specially built pumps, cut culverts, manholes, chiller units, pipes and hoses.
- Products with a best before date expiring within six (6) months from the return date.
- Products showing signs of installation or where the seal has been broken.
- Products intended for water-based heating systems where the packaging has been opened or the seal has been broken.
- **Return handling**. If Dahl decides to accept a return of a certain Product despite the restrictions above, Dahl is entitled to charge SEK 450 per hour for sorting and cleaning.
- If Dahl does not approve a certain return, the Purchaser has the option to, within five (5) working days ask Dahl to return the Products in question against the Purchaser paying a return charge of SEK 500 per Product and reimbursing Dahl's costs of return shipment.
- Returns that are not collected will subsequently be scrapped by Dahl, and the Purchaser will be charged Dahl's actual costs for such scrappage, minimum SEK 500 per Product.

Return of hazardous Products. All Products that consist of or contain chemicals with a hazard symbol and/or UN number must be packed and labelled in accordance with ADR and sent separately from other goods.

RESERVATION OF TITLE

Dahl reserves the right to reclaim the goods, regardless of whether such goods have been delivered to and taken into possession by the Purchaser, if the Purchaser fails to fulfill its payment obligations under this Agreement. The goods remain the property of Dahl until full payment of the agreed purchase price has been made. In the event of non-payment, or if the Purchaser is in default for more than 14 days, Dahl has the right to reclaim the goods without prior notice. If Dahl chooses to reclaim the goods, the Purchaser shall immediately make the goods available to Dahl or to a person appointed by Dahl for the reclamation. The Purchaser undertakes to cover any costs related to the reclamation and handling of the goods.

TERMS OF USE FOR CLIMATE DATA

The Purchaser is not entitled to use information regarding carbon footprint, other climate data, or related information provided by Dahl for any purpose other than calculating the carbon footprint of the purchased items. This means that any distribution and/or commercialization of such information is prohibited, unless otherwise regulated in a separate agreement between Dahl and the Purchaser. Commercialization of data includes, for example, selling or otherwise monetizing the climate data to third parties. In the event of unauthorized use of such data/information, Dahl may seek compensation for damages from the Customer or any party that has distributed and/or commercialized the data. Dahl does not warrant the accuracy of such climate data or information and notes that it may change over time as it is updated on an ongoing basis.

LIABILITY

Liability for defects and deficiencies. Dahl's liability for defects or deficiencies in a Product as well as the Purchaser's entitlements in such cases, are governed by the standard contract applicable to the relevant Product

Group, subject to any modifications outlined in these General Terms and Conditions of Sale. However, Dahl is never liable to perform work or reimburse costs caused if remedial action on defects or deficiencies involves intervention in anything other than the Product delivered.

Dahl reserves the right to correct typographical errors on its websites, in printed documents and promotional brochures, as well as for out-of-stock items and missed deliveries related to campaigns.

Product liability. Dahl is not liable for any damage or injury that a Product causes a person or property, or the consequences of such damage or injury if the damage or injury occurs when the Product is in the possession of a person other than Dahl. The Purchaser must indemnify Dahl to the extent that Dahl incurs liability to any third party for any such damage, injury or loss for which Dahl is not liable under this clause. If a third party makes a claim for damages against Dahl or the Purchaser in connection with damage or injury to a person or property, the other Party must be notified immediately in writing.

Limitation of liability. Dahl is not liable for any indirect damage or loss including, but not limited to, loss of profit, loss of production or loss of goodwill, and Dahl's total liability shall under no circumstances exceed the total purchase price of the Product or Products giving rise to the claim under the contract between Dahl and the Purchaser. The Purchaser is not entitled to assert any sanctions against Dahl other than the sanctions that are explicitly specified in the contract between the Parties.

GDPR – processing personal data. Dahl's Personal Data Policy is available under the heading "Personal Data Policy" at dahl.se. The Policy describes, among other things, how Dahl collects and processes personal data, the rights of data subjects and how data subjects may opt out of direct marketing. By placing an order, the Purchaser confirms that Dahl's Personal Data Policy has been made available to the Purchaser.

CONFIDENTIALITY

Confidentiality commitment. Each Party undertakes that it will not, without obtaining the written consent of the other Party in advance, reveal to any third party any Confidential Information which that Party has received or will receive under this Agreement. The term "Confidential Information" refers to every piece of information, whether written or verbal, in electronic or other form, of a technical, commercial or any other nature, regarding or otherwise connected with a Party or any of its clients, customers, products, pricing, partners, businesses or other business affairs, marketing and sales activities, strategies or similar, as well as the existence and contents of this Agreement.

Exceptions. A Party's confidentiality commitment as set out above does not apply to any Confidential Information which (i) on the date on which that Party obtains or receives the Information is in the public domain or is available to the general public, (ii) after the date on which that Party obtains or receives the Information enters the public domain or becomes available to the general public other than through breach of this Agreement or the confidentiality commitment to the other Party, (iii) that Party has received in good faith without restrictions from a third party, who legitimately possesses the information in question and who has not breached any Agreement or confidentiality commitment to the other Party, or (iv) that Party is obliged under applicable law, a decision of an authorised public agency or a ruling of a court of law to disclose, with the provision that such Party shall confer with the other Party to the greatest possible extent before the Information is disclosed.

Publicity and Branding Restrictions. The Purchaser is not permitted, without first obtaining Dahl's written consent in each individual case, (i) to use Dahl's name, logo or brand, or otherwise refer to Dahl in advertising, other marketing activities or presentations (verbal or written); or (ii) to make any press statement or other public statement in connection with the Agreement.

Login. Dahl shall provide login details for customers to use Dahl's website, app and digital services. The customer may only use Dahl's website, app and digital services for their own use, for the intended purpose and in accordance with the prevailing terms and conditions. Login details and codes are strictly confidential information that must be stored in a satisfactory way and not be passed on to external companies, service providers or consultants.

FORCE MAJEURE

Force Majeure. Party is exempted from penalties for failure to fulfil its obligations under this Agreement if the failure is due to a valid exempting circumstance which is outside that Party's control and which prevents the fulfilment of such obligations, such as, but not limited to, extreme weather conditions (such as, but not limited to, fire, drought, flood or extreme cold), landslide, building collapse, war, requisition, confiscation, currency restrictions, rioting or revolt, shortage of raw materials, general shortage or restrictions in the supply of fuel, industrial action (including strikes), prolonged disruption

of transport, data, telecommunications or electricity supply.

Obligation to notify. If a Party wishes to cite an exempting circumstance, that Party must immediately inform the other Party when the event began, as well as when it ceases. If a Party fails to provide such a notification, that Party does not have the right to cite the circumstance as grounds for exemption.

Consequences. The period for the fulfilment of the relevant obligation shall be extended by the period during which the exempting circumstance continued. Notwithstanding what otherwise applies under this Agreement, each Party has the right to terminate the Agreement with immediate effect by giving written notice to the other Party if the fulfilment of the Agreement is delayed by more than three (3) months due to an exempting circumstance.

DISPUTE RESOLUTION

Any dispute arising out of these General Terms and Conditions of Sale shall be finally settled by arbitration administered by the SCC Arbitration Institute (SCC).

The SCC Rules for Expedited Arbitrations shall apply, unless the SCC, taking into account the complexity of the case, the value of the dispute and other circumstances, determines that the SCC Arbitration Rules shall apply. In the latter case, the SCC shall also determine whether the arbitral tribunal shall consist of one or three arbitrators. The seat of arbitration shall be Stockholm, where the proceedings shall also take place. The language of the proceedings shall be Swedish, and Swedish substantive law, without regard to its conflict of laws rules, shall govern the dispute.

Notwithstanding the above, Dahl may apply for a payment order before a general court or the Swedish Enforcement Authority (Sw. Kronofogdemyndigheten), or otherwise pursue the recovery of due and undisputed claims, such as unpaid invoices, default interest and related debt collection costs.

In addition, Dahl shall be entitled to apply to a general court for interim or security measures, without this being deemed a waiver of the arbitration proceedings.