

GENERAL TERMS & CONDITIONS OF SALE

1. Scope

1.1 All sales from Cresto Safety s.r.o. shall take place in accordance with these General Terms of Sales (the "Terms").

1.2 In the event the parties have agreed in writing on terms that deviate from these Terms, the parties' special agreement shall apply in those respects. Such an agreement regarding deviation must be made in writing and accepted by both parties to be enforceable. Any text on the Customer's orders or similar documents shall not change the Terms unless the Supplier has expressly confirmed in writing that the Terms shall be changed, and in which manner.

1.3 Cresto Safety s.r.o. is referred to as the "Supplier" and the purchasing company as the "Customer".

1.4 The products and, when applicable, services the Supplier sells to the Customer are referred to as "Products".

1.5 These Terms constitute an integrated part of all sales from the Supplier, regardless of whether reference is made hereto or not.

2. Information

2.1 The information provided in catalogues, prospectuses, marketing material, etc. is provided solely as guidance. Technical data is also provided subject to reservations in respect of design changes and reservations in respect of various measurement method variations, etc. In the event any specific information is important for the Customer's design or use of the Product, the Customer is encouraged to ensure the information and its reliability in the Customer's intended use of the Product.

2.2 All instructions, advice, or other instructions the Supplier gives to the Customer constitute general advice and do not constitute any warranty or similar undertaking. It is always the Customer which at its own risk, selects the Product and the use thereof.

2.3 Title to each and every intellectual property right related to the Products shall remain vested exclusively in the Supplier.

3. Price and payment

3.1 Unless otherwise agreed, sales take place at the prices the Supplier applies at the time of delivery. The Supplier is always entitled to adjust current prices considering exchange rate changes or commodity price changes. All prices are applicable exclusive of value added tax and other public charges.

3.2 Payment is due within thirty days of the invoice date. The Supplier may demand payment in advance if the Supplier deems there is cause for that.

3.3 Where the Customer fails to make timely payment, the Supplier is entitled to penalty interest on arrears commencing the due date, at a rate applicable in accordance with the Interest Act in the country of the Supplier.

3.4 The Supplier is entitled to terminate the agreement unless the purchase price is paid on time. In such case, the Supplier is entitled to compensation for the loss suffered by the Supplier. The Supplier may set and change credit limits for the Customer.

4. Orders and deliveries

4.1 Placing of orders

4.1.1 Orders can be placed anytime. Orders are processed when the Supplier's customer services are open, see the Supplier's website for applicable hours. As regards sales in other countries than Slovakia, deviations can apply in relation to what is stated below (review the Supplier's website or contact the Supplier's customer services for additional information).

4.2 Order confirmation

4.2.1 Upon reception of an order, the Supplier will review the order, confirm the order, and state delivery date. Delivery date refers to when the Supplier ships the product from the stock. Delivery date can be updated, based on availability. Delivery date depends inter alia on whether the Product is a stored product or if it made per (to) order.

4.3 Backorder

4.3.1 In case there is a shortage among the ordered Products, a backorder is created on the shortage. Such backorder is normally delivered when the Products subject to the shortage are back in stock, unless the Customer requests otherwise.

4.4 Cash on delivery

4.4.1 The Supplier may demand cash on delivery or other security measures to deliver.

4.5 Replacement product

4.5.1 If the ordered Product has been replaced with a new product with essentially the same characteristics, the Supplier may deliver the replacement product instead of the ordered product.

5. Products outside the stored assortment

5.1 If the Supplier offers other products (3rd party products) than those included in the Supplier's ordinary assortment, delivery of such other products normally take place when they are available for delivery. Special charges or liabilities listed under section 6.3 do not apply to these 3rd party products.

6. Certain fees and packaging

6.1 Environmental charges and/or packing charges and certain charges connected to certain suppliers apply in certain situations. Such charges are then stated in the freight rate (section 8 below).

6.2 The Supplier is a member of certain pallet pool cooperations with its freight forwarders. Therefore, the Customer shall return pallets that comply with the specification in the pallet pool cooperation, or otherwise be charged in accordance with the freight rate.

6.3 The Supplier fulfils some of its producer liability through being part of the FTI-register regarding packing made of corrugated cardboard, paper/cardboard, and plastic. The Supplier's commitment is limited to the Supplier's ordinarily stored assortment.

7. Delivery terms

7.1 Delivery terms are according to Incoterms 2020. The Supplier applies DAP for sales within Slovakia, and FCA for sales to other countries than Slovakia. However, the Customer is charged for freight in accordance with section 8.

8. Freight Rate

8.1 Prices for freight and, when applicable, other charges will be charged according to actual costs.

8.2 The supplier reserves the right to claim a reasonable administration fee for arranging freight and other charges.

9. Returns and compensation claims

9.1 Distinction between returns and compensation claims

9.1.1 Returns refer to when the Customer returns a Product the Customer has ordered, without there being any malfunction or other deviation in the Product.

9.1.2 Compensation claims refer to when the Customer returns the Products and claims compensation based on a fault or malfunction in the Product or the Product otherwise not being in accordance with the order.

9.2 Returns

9.2.1 Terms for returns are stated in section 9.2.

9.2.2 All returns must be agreed with the Supplier before the goods are sent back to the Supplier. A prerequisite for issuing credit is that the Supplier's routines have been adhered to. Otherwise, the Supplier will return the goods to the Customer and charge the Customer the freight cost or destroy the returned Products without crediting any amount.

9.2.3 The return shall follow the directions stated by the Supplier's customer service.

9.2.4 The Customer is charged the freight cost for the return.

9.2.5 The Supplier may on reasonable commercial basis evaluate which returns are approved and which are not.

9.2.6 In order for a return to be approved the following criteria must always be met:

The Product must be unharmed, unmarked and in the same condition as when sold.

The box/packing must be unharmed and in original condition, i.e., there is no price tagging, marking, scribble, labels, tape etc.

The Product must be included in the Supplier's ordinarily stored assortment at the time of the return. The Products must have been sent from the Supplier to the Customer maximum three months before the return.

9.2.7 If the return is approved a deduction of 25 percent of the product sales value will be made.

9.2.8 If the value of a return line is below €30 (or the equivalent amount in applicable currency), no credit will apply.

9.2.9 Cancellation of placed but not yet delivered orders is regarded as returns and is consequently subject to the terms stipulated for returns.

9.3 Compensation claims

9.3.1 Terms for compensation claims are stated in section 9.3.

9.3.2 The Customer must be able to show the basis and evidence for the compensation claim.

9.3.3 The Customer must contact the Supplier before the compensation claim and follow the directions from the Supplier's customer service.

9.3.4 A filled out compensation claim report must always be sent to the supplier. On receipt of the claim form the supplier will, in consultation with the customer, decide:

If the product should be returned to the supplier.

If the product should be returned to the original purchaser of the product.

If the product should be retained at the customer site for future inspection.

If the product should be scrapped at the customer site.

Compensation claims that do not fulfill these criteria will be sent back to the Customer with no credit being made and the Customer will be charged the freight cost, alternatively the Product will be destroyed. The same applies if the Customer has not followed the other directions for the compensation claims as is set forth above.

9.3.5 If the compensation claim is approved, the Supplier will bear the freight cost.

9.3.6 The Supplier may, in its own reasonable opinion, decide whether the Product shall be replaced with a new product or repaired. This is the Supplier's exclusive liability in case of a compensation claim, i.e., no damages or other compensations will apply.

9.4 Transport damages and transport deviations in the case of a carrier appointed by the Supplier

9.4.1 The Customer shall check Products, packaging and pallets upon receiving the delivery. If the Customer detects any damages or deviations, the Customer must report that to the carrier upon signing the receipt for the delivery. Thereafter the Customer shall report the damage/deviation to the Supplier's customer service within seven days from the receipt of the Product.

9.4.2 If the Supplier agrees that there is a damage or deviation, the Supplier delivers replacement products, repairs the Product, or credits the purchase price for the Product at its sole discretion.

9.4.3 If the Customer requests the matter is resolved before the Supplier has had the proper time to evaluate the alleged damage or deviation, the Customer can order a replacement product or repair. These will be charged to the Customer but credited if the matter is approved.

9.5 Miss-picks

9.5.1 If the delivery includes other products than the ordered products or the wrong number of products, the Customer must report this to the Supplier and proceed in accordance with the directions from the Supplier's customer service.

10. Cancellation

10.1 Cancellation of training sessions or other services ("Services") is subject to the following terms.

10.2 As regards Services delivered in Slovakia, the Customer may cancel the Services without cost earlier than 15 days before the scheduled date for the Services. In case of cancellation 15 days – 8 days before the scheduled date, the Customer is charged half the fee for the Services and the costs incurred to the Supplier. In case the Customer cancels with fewer than 8 days to the scheduled date or does not appear as scheduled, the Customer is charged full fee and additional costs incurred by the Supplier, i.e., the same compensation as if the Services had taken place.

10.3 As regards Services in other countries than Slovakia, the Customer may cancel the Services without cost earlier than 3 weeks before the scheduled date for the Services. In case of cancellation 3 weeks – 10 days before the scheduled date, the Customer is charged half the fee for the Services and the costs incurred to the Supplier. In case the Customer cancels later than 10 days to the scheduled date or does not appear as scheduled, the Customer is charged full fee and additional costs incurred by the Supplier, i.e., the same compensation as if the Services had taken place.

10.4 Examples of additional costs the Supplier may incur are connected to travel, premises, material, sub-consultants, and other costs.

10.5 Cancellation must be made in writing to the Supplier's contact person for the Services or to the Supplier's customer service to be valid.

11. Faulty products / Guarantee claims

11.1 The Supplier shall not be liable for defects due to circumstances which occur after delivery has taken place. The Supplier shall not be liable for defects due to material or designs provided by the Customer. Nor shall the Supplier be liable for defects which consist of the Product failing to correspond to such information regarding the Product's qualities or use as provided by a party other than the Supplier, for example by a manufacturer. Furthermore, the Supplier's liability extends only to such defects as arise in conjunction with normal use. Under no circumstances shall the Supplier be liable for defects resulting from usage, defective maintenance, incorrect installation, modifications, or repairs carried out by a party other than the Supplier.

11.2 The Supplier's liability extends solely to defects that manifest themselves during a period of one year from the date of delivery. The liability shall not apply to parts with a normal life expectancy of less than one year, and in those cases where date marking has taken place, the liability shall apply solely during the stated shelf-life period.

11.3 The Supplier undertakes, at its discretion, during such warranty period to deliver free of charge new Products as replacement for Products which are defective, or to rectify defects. Rectification may, at the Supplier's discretion, take place either at the Supplier's premises or at the Customer. For replacement products which the Supplier has delivered to the Customer, the warranty period set forth in 2 shall apply calculated from the date of delivery of the original Product. Any destruction costs and costs for access and restoration or suchlike shall be borne by the Customer.

11.4 The Customer may not invoke defects in the Products where the Customer has failed to give the Supplier written notice of the defect within ten days from the date on which the defect was, or should have been, discovered.

11.5 The Supplier may refund the purchase price, instead of rectification or redelivery. In such case, the Customer shall return the Products if the Supplier requests that.

11.6 Through the Customer being provided with duly repaired or replaced parts or Products or refund of the purchase price, the Supplier shall be deemed to have performed its obligations in respect of the defect. The Customer shall thus not be entitled to claim any compensation from the Supplier in addition to the abovementioned measures. Where any disassembly and installation results in interference with parts other than the Products, the Customer shall be liable for the work and costs occasioned thereby.

11.7 The process for issuing a claim regarding faulty products or guarantee is the same as regards claim for compensation as stated in section 9.3 above.

12. Registration in inspection database

12.1 The Supplier provides an inspection database under the name Inspector Pro. The inspection database is a tool that allows the Customer to ensure compliance with regulations regarding inspections and regular checks for fall safety products and solutions.

12.2 The terms for the inspection database are stated separately when registration takes place. To the greatest extent possible, these terms will apply to the inspection database.

12.3 For all Products that are registered in Inspector Pro, the warranty time is prolonged by one year.

13. Repairs and maintenance

13.1 The Supplier offers repair services and maintenance services regarding some of the products it sells. If the Customer wishes to purchase such services, contact the Supplier's customer service.

14. Liability for personal injury and property damage etc.

14.1 The Supplier shall not be liable for damage which the Products cause to any real or personal property, or for the consequence of such damage, where the damage occurs when the Products are in the Customer's possession, or on goods produced by the Customer, or on goods in which the Customer's goods are incorporated.

14.2 The Supplier's liability for personal injury or damage to public or private property caused by the Products which belong to the Customer or a third party, or which otherwise arises in the parties' dealings, shall under no circumstances cover production shortfalls, loss of profit, or other indirect loss. With respect to limitation of liability as regards amounts, see section 18.

14.3 Where any third party makes a claim against the Supplier or the Customer for compensation for damage or loss, the other party shall be notified thereof as soon as possible, and within ten days at the latest. If this does not occur, the party shall not be entitled to turn to the other party and claim recourse liability from such party according to law or these Terms, as a consequence of a third-party claim. Nor shall the Customer be entitled to claim liability from the Supplier in respect of third-party claims where the Customer has entered into a settlement or other agreement with a third party without first obtaining the Supplier's written consent.

14.4 The provisions in this section 14 and other relevant parts of these Terms will apply also to product liability to the extent legally possible.

15. Trademarks

Customer who resells the Products shall upon marketing of the Products use the trademarks and product names in the extent and in the manner stated by the Supplier. The right and obligation to use these trademarks are limited to the right to sell the Products which the Customer has been granted from the Supplier and immediately terminates if the Supplier withdraws the right to resell the Products. The Customer does not obtain any independent right or license to the trademarks.

16. Product information etc.

16.1 The Supplier may provide an electronic trade platform. The Customer's right to use such platform will be subject to the Supplier's sole discretion.

16.2 Product information sheets, safety data sheets and, when applicable, other product related information can be accessed through the Supplier's customer service and is provided digitally.

17. Modifications to products

17.1 The Customer may not interfere with the Products in any way such as reverse engineering, disassembling or similar actions.

17.2 Neither may the Customer, remove or change any trademark, trade name, sign, or other marking, as regards the Products or the Products' packaging.

18. Limitation of liability

18.1 The Supplier's liability for damage – irrespective of whether the damage arises because of delay, defect or damage caused by the Product, or in any manner whatsoever – shall be limited to €50,000 (or the equivalent amount in local currency) per occasion of damage and year. Where any lower limitation of liability is stated in a specific section, such lower amount shall take precedence. The provisions of this section 18 constitute a cap on compensation.

19. Force Majeure

19.1 Circumstances which prevent or render materially more onerous the performance of any of the parties' obligations under the agreement and which are beyond the control of a party, such as but not limited to lightning, terrorism, fire, earthquakes, flooding, war, mobilization or military conscription of any major extent, riot or revolt, requisition, seizure, currency restrictions, public authority provisions,

limitations on fuel, general shortages of transportation, goods or energy, or strikes, blockades, lockouts, or other industrial conflicts, irrespective of whether or not the party to the agreement is a party to the conflict, as well as defects or delays in products from subcontractors due to the aforementioned circumstances, shall constitute force majeure events providing an entitlement to a necessary extension of time and release from sanctions. Such force majeure events shall be notified in writing to the other party without unreasonable delay after a party realizes or should have realized that the force majeure event occurred.

19.2 Where performance of the agreement is prevented for a period more than six months due to such circumstances as stated in section 19.1, each party shall be entitled to terminate the agreement without being obliged to compensate for loss or otherwise.

20. Personal data

20.1 The Supplier is liable for managing the personal data which the Customer has submitted to the Supplier through registering as customer and/or placing purchases online and/or through phone/fax/letter/email. By doing any of these activities, the Customer accepts that the Supplier stores and uses the information to conduct its commitments and to give the Customer the best possible service and to send relevant market information etc.

20.2 As a consequence of this, the Supplier may transfer personal data to other companies in the Bergman & Beving Group, partners, and suppliers, sometimes outside the European Economic Area. The personal data can also be used for marketing purposes by the Supplier.

20.3 The kind of personal data the Supplier stores and handles is typically name and contact information to persons at the Customer who are authorized to place orders with the Supplier or conduct other actions required to fulfill the parties' business.

20.4 For further information regarding the Supplier's handling of personal data, see the Supplier's privacy policy which is available at the Supplier's website. There you will find contact information for inquires etc.

21. Applicable law and dispute resolution

21.1 Given that Cresto Safety s.r.o. is a wholly owned subsidiary of the Bergman & Beving Group, Sweden, the applicable law on the parties' relation will be the substantive laws of Sweden.

21.2 Any and all disputes arising between the parties will be determined by expedited arbitration administered at the arbitration institute of the Stockholm chamber of commerce. The arbitration will be conducted in the English language and be held in Stockholm. The arbitral panel will consist of a sole arbitrator. All information in the dispute will be subject to confidentiality without limitation in time.