



Polygiene®
STAYS FRESH

GENERAL TERMS OF SALES

1. BACKGROUND

- 1.1. In these general terms of sale, (the “General Terms”), “Polygiene” means the Swedish company Polygiene AB, reg. no. 556692-4287. The “Customer” refers to any company, companies or persons ordering or purchasing products or services from Polygiene regardless of for what reason. Polygiene and the Customer are jointly referred to as the “Parties” and each being as a “Party”.
- 1.2. These General Terms shall apply to all sales and deliveries of Products (defined below) from Polygiene to the Customer. These General Terms constitute an integral part of any agreement between Polygiene and the Customer (the “Agreement”).
- 1.3. No exemption, waiver or modification of the Agreement shall be binding on Polygiene unless explicitly agreed upon in writing and signed by a duly authorized representative of Polygiene. Any general terms introduced or referred to by the Customer shall only apply if approved by Polygiene in writing.
- 1.4. In case of any contradiction between any terms of the Agreement and any terms in these General Terms, the terms of the Agreement shall prevail. In case of any contradiction between any terms of the Agreement or these General Terms and any terms of any other document being part of the Agreement, the terms of the Agreement or these General Terms shall prevail, unless explicitly agreed otherwise in writing by the Parties with reference to these General Terms.

2. PRODUCTS

- 2.1. The “Products” referred to in these General Terms means items and services sold, delivered or otherwise made available by Polygiene, including but not limited to those specified in the Agreement. Specifications, formulations, measures, weights, prices and other information being part of Polygiene’s catalogues, brochures, advertisements, circulars or data sheets are not binding upon Polygiene and may not be relied upon by the Customer, unless included in the Agreement with an express acceptance from Polygiene in regard to such reliance.

3. ORDERS AND OFFERS

- 3.1. The Customer may place orders with Polygiene for Products. An order is binding on Polygiene once it has been confirmed by Polygiene in writing. Unless agreed otherwise, Polygiene may choose freely to confirm or refuse an order placed by the Customer.
- 3.2. The Customer is responsible for obtaining all permits and approvals necessary for the import, sale and stocking of the Products and for the performance of the Agreement, before the Customer orders or purchases products from Polygiene.

4. DELIVERY

- 4.1. Unless otherwise agreed in writing by Polygiene, the delivery terms shall be FCA (FCA, Incoterms 2020).
- 4.2. Upon delivery, the Customer shall inspect the Products delivered and ensure that the quantities delivered correspond with the quantities ordered.
- 4.3. Should the delivered quantity of Products deviate from the quantity ordered by the Customer, the Customer shall without delay but not later than within five work days notify Polygiene in writing, to order@polygiene.com, thereof. Should the Customer neglect to make a complaint in accordance with the provisions above the Customer shall lose the right to exercise any remedies with respect to the quantity deviation.

5. DELAYED DELIVERY

- 5.1. Any time of delivery stated by Polygiene is Polygiene’s best estimate of a calculated time of delivery. Time of delivery stated by Polygiene shall, unless payment terms deviating from these General Terms have been agreed, be calculated from the time of payment. If Polygiene has reason to believe that delivery cannot be made on the calculated time

of delivery, Polygiene shall inform the Customer accordingly and advise when delivery is expected to be effected.

- 5.2. If a delivery is delayed by more than six weeks, the Customer may, in writing, to order@polygiene.com, request delivery within a reasonable and final period of time, which may not be shorter than one week. If Polygiene is unable to deliver within the requested period, and this is not subject to any circumstances attributable to the Customer, the Customer shall have the right to cancel the order for the delayed Products.
- 5.3. If Polygiene has informed the Customer of a new expected date of delivery in accordance with Clause 5.1 above, extending the calculated time of delivery with more than six weeks, the Customer is entitled to cancel the order, provided that the cancellation is made in writing, to order@polygiene.com, within five days from the time Polygiene informed the Customer of the new calculated time of delivery. Should the Customer not cancel the order within such time, the time of delivery stated by Polygiene shall be considered as the new calculated time of delivery.
- 5.4. Any price paid by the Customer for duly cancelled orders shall be refunded by Polygiene. The Customer’s right to cancel orders in accordance with the provisions in Clauses 5.2 and 5.3 above constitutes the only remedy which the Customer shall have the right to exercise in the event of delayed delivery. The Customer shall not be entitled to damages, penalties, remuneration or other compensation in connection with any delay or cancellation of order.

6. PRICES

- 6.1. Unless agreed otherwise, the prices for the Products and any services are according to Polygiene’s current price list. Polygiene shall have the right to change the price list at any time. Such price changes shall apply for orders placed after implementation of the change.
- 6.2. All prices are quoted excluding VAT and any other taxes, fees and transportation costs. Such taxes, fees and costs shall be paid by the Customer in addition to the stated prices for the Products.
- 6.3. Should, after Polygiene’s confirmation of an order, Polygiene’s costs for manufacturing, selling or delivering any Products increase due to changes in exchange rates, taxes, duties or other governmental charges or due to any material and unforeseen cost increases for materials, wages or insurance, Polygiene shall have the right to change the price for the Products accordingly. Such price changes shall apply for any Products delivered after the implementation of the price change, irrespective of any separate agreement on price and irrespective of when the order was made. However, Polygiene shall without undue delay notify the Customer of such price increases and the Customer shall be entitled to cancel any orders affected by the price increase to the extent that the order has not yet been delivered, provided that such cancellation is made by written notice to Polygiene within three days from Polygiene’s notification.

7. PAYMENT

- 7.1. The Customer’s payment for Products shall, unless agreed otherwise, be made within 30 days of invoice and if so explicitly requested by Polygiene prior to Polygiene’s shipping of Products. Payment shall, unless agreed otherwise, be made in such currency as instructed by Polygiene from time to time. Payment shall be considered to have been effected when Polygiene has received full payment in available bank funds for the Products, without the right for payment by set-off or deduction.
- 7.2. The Parties may agree on other terms of payment than prepayment in accordance with Clause 7.1 above. Should, in such case and before completion of delivery, Polygiene reasonably suspect that the Customer will not duly fulfil its obligation to make payment, Polygiene shall have the right, without any liabilities towards the Customer, to

withhold delivery and/or annul the order, unless the Customer provides a payment guarantee satisfactory to Polygiene.

- 7.3. Payment in due time is of the utmost importance to Polygiene for which reason any delayed payment shall be considered a material breach of contract. Upon delayed payment, interest on arrears will be charged at an interest rate of 3 (three) percent per initiated month until full payment is made. Furthermore, Polygiene shall have the right to withhold deliveries of Products to the Customer, demand that acceptable securities be provided, and amend the terms of payment and any credit limit.

8. WARRANTY

- 8.1. Polygiene warrants that the Products will in all material aspects correspond with any product specifications or Product features explicitly stated in the Agreement. This warranty covers defects existing at the time when the risk for the Products passed over to the Customer and for the period of six (6) months. All warranties are non-transferrable and thus only apply to the Customer.
- 8.2. UNLESS EXPLICITLY STIPULATED IN THE AGREEMENT, NO OTHER REPRESENTATION OR WARRANTY ON THE PART OF POLYGIENE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER WARRANTY AS TO THE QUANTITY, QUALITY, KIND, CHARACTER OR CONDITION OF ANY PRODUCTS OR THE ADEQUACY OF ANY WARNINGS CONCERNING THE POSSESSION, HANDLING, STORAGE, TRANSPORTATION, USE OR OTHER DISPOSITION OF MATERIAL, WHETHER USED SEPARATELY OR WHEN INCORPORATED INTO OTHER PRODUCTS, SHALL APPLY TO ANY PRODUCTS DELIVERED BY POLYGIENE TO THE CUSTOMER; ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED.
- 8.3. POLYGIENE SHALL NOT BE LIABLE FOR ANY DEFECTS IN THE PRODUCTS DUE TO (I) ANY MATERIAL, PROCESS OR OTHER MEASURE SUPPLIED OR SUGGESTED BY THE CUSTOMER; (II) FAILURE OF THE CUSTOMER (OR ITS EMPLOYEES OR CUSTOMERS) TO COMPLY WITH LAWS, REGULATIONS OR APPLICABLE STANDARDS GOVERNING THE USE, HANDLING OR STORAGE OF THE PRODUCTS OR WITH ANY MATERIAL SAFETY DATA SHEETS OR OTHER DOCUMENTATION ABOUT THE PRODUCTS PROVIDED OR REFERRED TO BY POLYGIENE; (III) TRANSPORTATION FOR WHICH POLYGIENE IS NOT RESPONSIBLE; (IV) ALTERATION, MISUSE, NEGLIGENCE OR ACCIDENT AFTER DELIVERY BY POLYGIENE; OR (V) NORMAL WEAR AND TEAR.
- 8.4. The Customer must notify Polygiene in writing of any claims within 30 days from the discovery of any circumstance or grounds for such claim or, if this is earlier, within 30 days from the date when such circumstance or grounds should reasonably have been discovered. If these conditions are not fulfilled, Polygiene shall not be liable and the Customer shall not be entitled to exercise any remedies against Polygiene.
- 8.5. Provided that the Customer has given notice in accordance with Clause 8.4, Polygiene obliges itself to, at its own discretion and within 60 days of the Customer's notice, either substitute the defective Product or credit the Customer for such portion of the purchase price received by Polygiene as may be reasonable considering the defect in question. If Polygiene decides to substitute the Product, Customer shall hold the Product on account of Polygiene until Polygiene decides whether to return or discard the defect Product. Polygiene shall carry the costs for any return of defective Products. If Polygiene determines that the Products are not defect or that Polygiene is not liable for the defect, the Products shall be returned to the Customer in accordance with Clause 4 above or scrapped locally by Polygiene, whichever the Customer requests and the Customer shall reimburse Polygiene for costs incurred in connection with returning the Products to Polygiene.

The Customer shall have no right, without Polygiene's prior written consent, to discard any Products which have been notified as defective to Polygiene, or to let any third party do so.

9. PRODUCT LIABILITY

- 9.1. Polygiene shall not be liable against the Customer for any damage or injury that the Products may cause to persons or property after the Products have been delivered, except when the damage or injury is due to gross negligence or wilful misconduct on the part of Polygiene. Nor shall Polygiene be liable for any damage to property on products manufactured by the Customer, or to products of which the Products form part.
- 9.2. The Customer shall without delay and in writing, to order@polygiene.com, notify Polygiene of any product liability demands imposed upon the Customer in relation to the Products.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Polygiene or Polygiene's licensor shall own all intellectual property rights relating to the Products including but not limited to patents, trade secrets, trademarks, protection of design and copyrights. The Customer shall not acquire any intellectual property rights to the Products by means of the Agreement. To the extent not initially owned by Polygiene, the Customer hereby irrevocably assigns and transfers to Polygiene any intellectual property that arises or is obtained or developed as a result of the activities performed by a Party under the Agreement. The Customer guarantees that intellectual property assigned and transferred to Polygiene is free from all encumbrances.
- 10.2. For the term of, and subject to the Customer's proper fulfilment of, the Agreement, Polygiene grants to the Customer the limited rights and license to use Polygiene's intellectual property as is necessary to enable the Customer to exercise its rights and perform its obligations under the Agreement, and to ultimately use and incorporate the intellectual property to the Products as explicitly set out in the Agreement. The Customer shall, subject to the limitations provided above, be permitted to grant sub-licenses to partners, distributors, resellers, customers and end users for the intended purpose and use explicitly set out in the Agreement and with all functionalities as the Products have or at least as described in the Product Specifications. For the avoidance of doubt, this limited license does not include a right for the Customer to manufacture or otherwise duplicate the Products. Upon notice of termination of the Agreement, this limited license from Polygiene to the Customer will automatically and immediately terminate, save for already delivered Products.
- 10.3. The Customer shall immediately and in writing notify Polygiene if a third party addresses any claim towards the Customer due to a Product infringing or is claimed to infringe a third party's intellectual property right.
- 10.4. The Customer shall use the Products at the Customer's own risk. However, should the use of Products delivered by Polygiene conclusively constitute infringement of third party intellectual property rights, Polygiene shall at its own expense and at its own discretion either (i) ensure the Customer's right to continue to use the Product, (ii) substitute the Product with an equivalent non-infringing Product, or (iii) repay the original purchase price paid by the Customer for the Product. Polygiene shall have no liability towards the Customer for costs or damages resulting from any infringement of third party intellectual property rights caused by any use of the Products by the Customer or any third party.

11. INDEMNITY

The Customer agrees to indemnify, hold harmless, and defend Polygiene, from any and all liabilities (including product liability and liability for infringements of third party intellectual property), losses, damages, costs, claims or lawsuits (including reasonable legal costs), settlements, judgement amounts and expenses, arising out of the Customer's use of the Products, whether such liabilities, claims or lawsuits result from negligent acts or omissions of the Customer, or otherwise,

for the use of the Products by the Customer or by a third party either separately or in combination with other products

12. RESTRICTION OF USE

The Products may not, unless agreed otherwise, be used in any medical, life-saving or life sustaining systems, transportation systems, nuclear systems, aviation systems, production control or production monitoring, or for other purposes where failure of the Products could lead to production standstill, personal injury or death. The Customer will indemnify, defend and hold Polygiene harmless from all claims arising out of any such matters.

13. LIMITATION OF LIABILITY

13.1. POLYGIENE'S LIABILITY FOR ANY DEFECTS, NON-COMFORMANCES, QUANTITY DEVIATIONS, DELAYS AND OTHER BREACHES OF CONTRACT SHALL BE LIMITED TO WHAT IS EXPRESSLY STATED IN THESE GENERAL TERMS. THE CUSTOMER SHALL HAVE NO RIGHT TO RESORT TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE UNDER CONTRACT OR LAW, INCLUDING WITHOUT LIMITATION UNDER THE SWEDISH SALE OF GOODS ACT (1990:931). POLYGIENE'S AGGREGATE LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND (REGARDLESS OF HOW IT WAS CAUSED AND INCLUDING ANY DAMAGE OR LOSS CAUSED BY NEGLIGENCE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO (I) AN AMOUNT EQUAL TO THE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS DELIVERED BY POLYGIENE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM OR (II) SEK FIVE MILLION, WHICHEVER IS LESS.

13.2. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, FAILURE TO WARN OR TEST, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL THEORY, SHALL POLYGIENE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES OR LOSSES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF INTEREST, LOSS OF INVESTMENTS, LOSS OF GOODWILL, LOSS OF DATA, DOWNTIME OR STANDSTILL COSTS, OR CLAIMS OF CUSTOMERS.

13.3. Nothing in these General Terms shall exclude or limit the liability of either Party for death or personal injury caused by a Party's negligence or for fraud or fraudulent misrepresentation or for any other liability to the extent that the same may not be excluded or limited under applicable law.

14. FORCE MAJEURE

If and to the extent that Polygiene's performance of its obligations under the Agreement is made unreasonably onerous or is impeded by circumstances beyond its reasonable control and which Polygiene could not reasonably have been expected to have taken into account or overcome and whose consequences Polygiene could neither have avoided nor overcome the effects of, including e.g. general labour disputes, war, fire, lightning, acts of terrorism, natural disasters, restrictions in energy supplies, amendments to regulations issued by governmental authorities, intervention by governmental authorities and faults or delays in services by subcontractors caused by any such circumstances referred to in this Clause, Polygiene shall be released from liability for the fulfilment of such obligations. If Polygiene intends to claim relief by reason of any such circumstance as referred to in this Clause, Polygiene shall without undue delay notify the Customer in writing accordingly. If Polygiene's performance is materially prevented for more than three months as a result of any circumstance as referred to in this Clause, the Customer shall be entitled to cancel any affected order in writing with immediate effect.

15. CONFIDENTIALITY

15.1. Neither Party shall for the term of the Agreement and thereafter, without the other Party's written consent, disclose any information to a third party (whether oral or written or in visual, electronic or tangible form) regarding or otherwise relating to the other Party's affairs or other business matters or otherwise use such information for any other purpose than the Party's performance of its obligations according to the Agreement. Notwithstanding the above, Polygiene shall have the right to disclose that the Customer is a customer of Polygiene in its marketing activities.

15.2. Such confidentiality shall not apply to information which the Party can show became known to it otherwise than through the Parties' business relation or which is publicly known. Nor shall such confidentiality apply when a Party is required to disclose such information by law or any governmental or other regulatory authority.

15.3. A Party shall return any confidential information upon request by the other Party.

16. PROCESSING OF PERSONAL DATA

Polygiene processes personal data in accordance with its privacy policy, available at <http://polygiene.com/privacypolicy/>. If Polygiene, according to the Agreement, is to process data on behalf of the Customer, the Parties shall procure that a data processing agreement is concluded.

17. SUBCONTRACTORS

Polygiene shall have the right to engage a subcontractor to fulfil its obligations under the Agreement. If Polygiene engages a subcontractor, Polygiene shall be liable for such sub-contractor's performance as for its own obligations.

18. TERM AND TERMINATIONS

18.1. The Agreement shall commence on the date when it has been duly executed by both Parties and shall (subject to earlier termination pursuant to Clauses 18.2 and 18.3 unless otherwise agreed between the Parties) remain in full force in accordance with the Agreement. If terminated by either Party in accordance with this Clause, Polygiene shall deliver, and the Customer shall pay for, Products ordered prior to termination becoming effective.

18.2. Each Party shall have the right to terminate the Agreement by giving written notice to that effect to the other Party (i) if the other Party should commit a material breach of contract and neglect to remedy such breach of contract within 30 days after receipt of notice to that effect, or (ii) if the other Party should declare itself insolvent, enter into liquidation, be declared bankrupt, initialize company reorganization, enter into composition proceedings or otherwise be considered as insolvent. The notice of termination shall be given without delay once the breach of contract becomes known or should have become known to the aggrieved Party.

18.3. In addition to the provisions stated above, Polygiene shall at all times have the right to terminate the Agreement with immediate effect if (i) the Customer has delayed payments (unless reasonably disputed), (ii) the ownership of the Customer is essentially changed, (iii) the Customer commits a breach of the provisions under Clause 12 above, or (iv) the Customer takes any actions that would be obviously detrimental to the market reputation of Polygiene.

19. MISCELLANEOUS

19.1. The Customer may not assign nor transfer any part of its rights or obligations under the Agreement without the prior written consent of Polygiene. Polygiene may assign or transfer its rights without restriction to any wholly owned or controlled corporate entity.

19.2. The Parties are independent legal entities that act and trade under their own names, for their own accounts and on their own risks. A Party may in no respect represent the other Party or enter into any agreements or other commitment on the other Party's behalf.

20. DISPUTES AND APPLICABLE LAW

20.1. The Agreement, including these General Terms, and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction. The provisions contained in the United Nations Convention on the International Sale of Goods or the Act (1987:822) on International Sales of Goods shall not apply.

20.2. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The

seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties.

20.3. All arbitral proceedings conducted pursuant to Clause 20.2 all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates or, as regards to a decision or award, the prior written consent of all the other disputing Parties.