



1. PREAMBLE

- 1.1 DELTA Development Technology AB ("DELTA") registration no. 556556-2070 is a company, organised and existing under the laws of Sweden with its registered office at Elektronikgatan 47, 721 36 Västerås, Sweden.
- 1.2 In these Terms and Conditions ("Conditions"), Customer means the counterparty to the Agreement.
- 1.3 These Conditions constitute an integral part of the Agreement concluded between DELTA and the Customer ("the Parties"), including any quotations from DELTA and/or purchase orders from the Customer.
- 1.4 Any deviation from or amendments to individual provisions of DELTA's Conditions have no effect unless expressly agreed upon in writing, signed by an authorized representative of each Party and provided the deviation/amendment is clearly specified.
- 1.5 The Customer's prospective general terms and conditions is not accepted by DELTA irrespective whether the Customer sends such general terms and conditions to DELTA after having received DELTA's Conditions and irrespective of such general terms and conditions have been expressly rejected by DELTA. In the event of a conflict between the Agreement, these Conditions and/or the specifications, drawings, illustrations and photos the documents prevail in the above-mentioned order.

2. AGREEMENT

- 2.1 Prior to commencing Services (as defined below) and/or deliveries ("Report"), an agreement shall be concluded in writing between the Parties stating as a minimum the type of work, scope, time schedule, pricing (including whether fixed or time spent) and payment terms.
- 2.2 Quotations given by DELTA are valid for 30 days unless otherwise agreed in writing.
- 2.3 Test and/or product approval, including technical approval constitutes a test, measurement, and/or control of a condition, at any given time within specified standards, framework or by agreement ("Services"). Consultancy services are not part of the scope, unless otherwise stated in the agreement between DELTA and the Customer cf. 3.1.
- 2.4 DELTA is only liable towards the Customer for testing performed, unless otherwise directly agreed with DELTA.
- 2.5 All tests are performed according to existing or agreed standards or pre-compliance testing according to agreed customer specification.

3. CONSULTANCY SERVICE

- 3.1 In the event that Service by DELTA includes consultancy service, the scope and content of such consultancy service must be specifically agreed between the Parties in writing.

4. FORCE MAJEURE

- 4.1 Any delay or failure of DELTA to perform its obligations according to the Agreement will be excused if and to the extent that it was caused by an event or occurrence beyond DELTA's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order, labour problems of DELTA, or its critical subcontractors, such as, lockouts, strikes, and slowdowns. Further, Force Majeure shall include epidemics, quarantines, isolations and denied access by national authorities to the site of the Customer or work site due to health risks, including restrictions in flights and/or other kind of transportation for the same reason.
- 4.2 Should a Force Majeure event continue for more than three (3) months, either Party shall have the right to terminate any relevant orders. In case the Customer terminates the Agreement or any order due to Force Majeure, the Customer must pay any outstanding fees or costs including pro rata payment of work performed until the date of notice of termination including unavoidable termination costs of sub-suppliers.

5. WORK ENVIRONMENT AND SAFETY

- 5.1 The Customer shall ensure safe working conditions and proper instruction to DELTA's personnel when or if entering and working on a site designated by the Customer.
- 5.2 DELTA's personnel shall have the right without incurring any liability on DELTA or itself to terminate work for the Customer at any time if the DELTA personnel, at their discretion, find that the performance of work at site pose a risk to the DELTA personnel's safety and health or in any other way prevents the safe performance of the work.

6. PRICE

- 6.1 DELTA reserves the right to modify hourly rates as of January 1st each year. Furthermore, modification of hourly rates can be made with thirty (30) days' notice.
- 6.2 Materials spent, purchased resources and services for the work are calculated at the agreed rates, or in case of no agreement on this, at DELTA's cost price, with a handling fee of ten percent (10 %).
- 6.3 DELTA notifies the Customer as soon as it is established that an estimated price of the agreed work materially is higher than the given estimated price, and quotes at the same time the new price. The Customer is not notified if an estimate increases to less than ten thousand (10,000) SEK or less than twenty percent (20 %) of the most recent estimated price.
- 6.4 All prices are exclusive of VAT and other taxes.



7. PAYMENT TERMS

- 7.1 The Customer shall comply with the payment obligations set out in the Agreement.
- 7.2 In the absence of payment obligations in the Agreement:
 - a) The Customer shall submit payment to DELTA within thirty (30) days from the date of invoice.
 - b) Payment shall be made to the bank account specified by DELTA.
 - c) The Customer shall pay all amounts due under the Agreement in full and without any setoff, counterclaim, deduction or withholding, except if said setoff, counterclaim etc. is required by law and the Customer has documented such request.
 - d) If a payment is delayed, the Customer shall pay to DELTA an interest rate of one percent (1 %) per month for the duration of the delay.
- 7.3 If the Customer does not comply with the payment obligations set out in the Agreement or hereunder, DELTA may suspend its performance until the Customer complies with the payment obligations.
- 7.4 Nothing under this Clause 7 will limit any other right or remedy available to DELTA.
- 7.5 DELTA reserves the right to set-off against any payments due under the Agreement and/or any other agreement with the Customer.

8. INVOICING

- 8.1 Unless otherwise agreed upon in writing or stipulated in DELTA's quotation, the Customer may be invoiced, upon acceptance of an order, an advance payment of twenty five percent (25 %) of the fixed or estimated price, however, at least five thousand (5,000) SEK if the price exceeds five thousand (5,000) SEK.
- 8.2 Ongoing Services including expenses will be invoiced continuously.
- 8.3 For Services with a fixed price with a duration exceeding thirty (30) days, DELTA may continuously charge on account payments based on DELTA's estimate on pro rata completion.
- 8.4 Final invoicing will take place at completion of the work.

9. ITEMS TO TEST

- 9.1 In connection with performance of certain tests it may be necessary to modify the test subject. The test subject may be damaged during testing. DELTA does not undertake that any subject tested can be used for its purpose after the testing.
- 9.2 After the Service is completed DELTA will return the test subject received from the Customer unless otherwise agreed in writing.
- 9.3 The shipment return is EXW (INCOTERMS 2020). If the Customer does not facilitate the return of the test subject within thirty (30) days after written notice from DELTA, DELTA is permitted to dispose of the Customers test subject. Any expenses related thereto

will be invoiced to the Customer.

- 9.4 In connection with authority approval of products it can be a requirement for DELTA to store the test subject and any test documentation in a certain period.

10. WARRANTIES

- 10.1 DELTA undertakes to remedy defects in the Service due to the fault of DELTA.
- 10.2 The Customer has a standard duty to investigate the work at delivery according to agreement. DELTA's liability for errors and deficiencies shall be limited to errors and deficiencies present on delivery and which become known within twenty-four (24) months from delivery.
- 10.3 In the event of a claim, the Customer must immediately provide DELTA with a written notice detailing the deficiency or error. Upon receipt of a claim for which DELTA is liable, DELTA will as the only remedy perform a new test or product approval as relevant, including, if applicable, adjusting the Report.
- 10.4 DELTA's period of liability for replaced or repaired Service is identical with the period of liability for the original delivered work, which means the new period of liability starts at the same point in time as for the original delivered work.

11. LIABILITY

- 11.1 DELTA shall not be liable for any costs, loss or damage unless it can be documented and has occurred due to negligence of DELTA in connection with the performance of the Service or deliveries under the Agreement.
- 11.2 DELTA shall not be liable for loss of operation, loss of time, loss of profits or similar indirect or consequential losses, including any indirect losses which may be remunerated to third parties.
- 11.3 DELTA performs the requested Service and presents Reports and guidance on the basis of knowledge and engineering available to DELTA at the time of completing the Service.
- 11.4 DELTA is not liable for damages, costs or loss that may occur in connection with any use of data and results outside of the agreed Service and outside the purpose for which DELTA's Service or Report is issued.
- 11.5 DELTA is not liable in relation to statements nor estimates, where it is apparent that such are based on discretionary assessments, unless it can be proven that this assessment was clearly incomplete based on the common knowledge or techniques within the industry at the time of completing the Service.
- 11.6 DELTA is not liable for any loss or damage incurred if the loss or damage is caused by properties or content of a product or use of a product that has either not been tested nor investigated and described in the Report, or which deviates from DELTA's description in the Report of a product feature or of a possible use of the product.

- 11.7 DELTA is not liable for any damages incurred, so long as a harmful product or product type has not been actually tested or product approved by DELTA, unless the Customer demonstrates a basis for liability and that the damaging product is identical to one that DELTA has specifically tested or product approved.
- 11.8 Notwithstanding any other provisions of the Agreement or related documents, DELTA's total liability, for whatever reason, both in contract and tort, is maximized to the minimum amount of either; the total payment from Customer to DELTA under the specific purchase order under this Agreement or 5,000,000 (five million) SEK. The limitation of liability includes amounts that may be remunerated to third parties.
- 11.9 In the event of a third-party claim, which DELTA is not liable for under these Conditions, the Customer shall indemnify and hold harmless DELTA for all costs, including legal costs and compensations.
- 12. MARKETING AND REFERENCE**
- 12.1 In case the Customer wishes to use results from the Service for marketing purposes all references to Services, shall be made to the complete documentation (Report) or product type from DELTA in adherence to applicable law. Any wording in such marketing material is the sole responsibility of the Customer.
- 12.2 In the event that the Service is ceased or suspended by the Customer in accordance with clause 16.1, the Customer may only use DELTA's name and logo in connection with the Service or its result after written agreement.
- 13. INTELLECTUAL PROPERTY**
- 13.1 Subject to clause 12 the Customer has full title to Reports, when delivered to the Customer. DELTA's Reports may only be published in their entirety, and with source credits. Use of extracts and in citations is only allowed with written consent.
- 13.2 DELTA maintains all rights to know-how, technology, methods, trade secrets, design, source code, Software, interfaces, images, graphics, documentation, tools, processes, patents and other intellectual property rights, and reserves the right to all developments, improvements or modifications thereof, including those used or incurred in connection with the performance of the work (collectively "DELTA Rights").
- 13.3 DELTA retains all rights to data generated by DELTA based on the DELTA Rights regardless of how such arise, and any statistics, information, and other analysis derived from such. DELTA shall have royalty free, perpetual, right to use and further improve or develop for any of its products or services or DELTA Rights including machine learning of any data that may belong to the Customer (and of which inferred statistics, information and other analysis) arising from access to or use of the DELTA Rights by, or on behalf of, the Customer, regardless of how such have occurred, while respecting confidentiality, cf. clause 14.
- 13.4 The Customer must respect the obligations of DELTA under the Swedish Act on the Right to Employee's Inventions.
- 14. INFORMATION AND CONFIDENTIALITY**
- 14.1 DELTA treats Customer information, the performance of Services, and other details in relation to the customer relationship confidentially. However, DELTA may use the Customer's name and the overall scope of the Service for reference unless the Customer relationship itself is subject to a separate confidentiality agreement.
- 14.2 DELTA is a subsidiary of the Danish company FORCE Technology, and DELTA may share information regarding the Customer, the Service and other details with FORCE Technology.
- 15. CUSTOMERS CANCELLATION OR POSTPONEMENT OF THE WORK BEFORE START**
- 15.1 The Customer can cancel or postpone the work until thirty (30) days before the agreed start of the Service.
- 15.2 If the Service is cancelled or postponed between thirty (30) days and six (6) days before the agreed start, DELTA has the right to invoice a cancellation- or postponement fee of twenty percent (20 %) of the price for the work or the estimated price of the work, however not less than five thousand (5,000) SEK and maximum one hundred thousand (100.000) SEK. This will also apply if the Customer is responsible for delays in the work.
- 15.3 If the Service is cancelled or postponed five (5) days or less before the agreed start, DELTA has the right to invoice a cancellation- or postponement fee of fifty percent (50 %) of the price for the work or the estimated price of the work, however not less than five thousand (5,000) SEK and maximum one hundred thousand (100.000) SEK.
- 16. THE RIGHT OF THE CUSTOMER TO STOP THE WORK**
- 16.1 Should the Customer wish to cease the Service, the Customer must pay for Services already performed, with the addition of the costs incurred by DELTA for staff, equipment etc. as a consequence of the Service being ceased.
- 16.2 Notwithstanding the above, the Customer's total payment shall never exceed the agreed or estimated price for the Service, and never be less than twenty percent (20 %) of the estimated or fixed price, however, no less than five thousand (5,000) SEK.
- 16.3 After the Service has ceased the Customer will receive any preliminary results of the Service in the form available at the cessation time.
- 16.4 If the Service is stopped at the request of the Customer, (i) DELTA's liability for errors and deficiencies in

performed work will lapse and, (ii) any subsequent use of the results received is the sole responsibility of the Customer.

17. TERMINATION

- 17.1 The Agreement may be terminated by either Party with thirty (30) days written notice, however, the Customer must pay any outstanding fees or costs including pro rata payment of work performed until the date of notice of termination including unavoidable termination costs of sub-suppliers.
- 17.2 In case of material breach of the Agreement and/or these Conditions DELTA may terminate without notice. Any breach of clauses 18 and 19 is a considered a material breach.

18. BUSINESS ETHICS AND CODE OF CONDUCT

- 18.1 DELTA's Code of Conduct applies to DELTA and any performance by the Parties under this Agreement.

19. SANCTIONS AND EXPORT CONTROL

- 19.1 Customer represents and warrants that it is not subject to any sanctions, including but not limited to sanctions issued by the United States Department of Treasury Office of Foreign Assets Controls (OFAC), the European Union, or any other applicable sanctions rules ("Sanctions") that would prevent DELTA from transacting business with the Customer, and agrees that it shall comply with such Sanctions.
- 19.2 In the event that the Customer, or its affiliates, is or becomes subject to Sanctions at any point in time, DELTA shall have the right to amend the Agreement, withhold any deliverables and payments, and reject payments in order to comply with the applicable Sanctions.
- 19.3 If, as a part of the Service performed under the Agreement, the Customer shall deliver or disclose to DELTA any technologies, products, test objects or elements that are covered by any global export

control programmes such as the European Union Regulation (EC) No 428/2009 or similar, the Customer represents and warrants that the delivery and redelivery of the product, test object, or Report has received relevant export control approval from the applicable authorities. Failure to ensure that items and other elements that are covered by export control regulations have received adequate approvals will cause Customer to be liable and Customer shall indemnify DELTA for any losses, damages or costs in respect of such non-compliance.

20. GOVERNING LAW AND DISPUTES

- 20.1 The Agreement, including these Conditions are governed by Swedish law, without giving effect to its provision or rules regarding conflicts of law.
- 20.2 Any dispute arising between the Parties including disputes arising out of the performance of the Service or the interpretation of the Agreement and/or these Conditions shall, if such dispute cannot be solved amicably between the Parties within reasonable time, be settled by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the rules of arbitration procedure adopted by Arbitration Institute of the Stockholm Chamber of Commerce and in force at the time when such proceedings are commenced. The process shall be subject to strict confidentiality.

21. ACCREDITED SERVICES

- 21.1 Accredited services are performed subject to applicable regulations on accreditation, as amended from time to time, and in accordance with and limited in scope to the relevant standards.
- 21.2 DELTA is subject to the supervision of the accreditation authority, which has a duty of confidentiality. The Customer agrees that DELTA, for accredited services, provides the accreditation authority access to the Customer's information for the execution of review and audits.